

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON 31th IN THE
MONTH OF JULLY IN THE YEAR 2026.**

BETWEEN

MR. SWAPNIL MADHUKAR KADAM

Age. 33 years Occ—Buissness

PAN :- BYXPK3200Q

AADHAR NO. :- 9764 3601 7944

R/at.676, Malawadi, Radhanagari, Nartawade, PO: Nartavade, District:
Kolhapur, Maharashtra 416212

Hereinafter referred to as the 'VENDORSS'

(Which expression shall unless repugnant to the context or meaning thereof
shall deemed to mean and include himself/herself/themselves, his/her/their
legal heirs, successors and representatives, administrators and assigns etc.)

....PARTY OF THE FIRST PART.

AND

1. MR.KRUSHNA NAVALAPPA KELE.

Age: 31 Years, Occupation: Service

PAN NO. CYKPK8238E

AADHAR NO. :- 7268 2761 7101

2. MRS.ASHA KRUSHNA KELE

Age: 28 Years, Occupation: Housewife

PAN NO. CYKPK8238E

AADHAR NO. :- 4069 4246 8762

Both R/at. at: S.No.1647and 1648,Vrundavan

Housing Society, Flat no. A 215, Patil Nagar, Chikhali,

PO: Rupeenagar, Dist: Pune411062.

Hereinafter referred to as the 'PURCHASER'

(Which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include himself, his legal heirs, successors and representatives, administrators and assigns etc.)

....PARTY OF THE SECOND PART

**The Consideration of Rs. 44,00,00/-(Rupees in word
Fourty Four Lakh Only)**

AND WHEREAS The Properties ie. Land bearing Gat No. 1193 Hissa No. 1, area admeasuring 00 H. 93 R. Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise out of that area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. and Land bearing Gat No. 1193 Hissa No. 8, area admeasuring 00 H. 98 R. assessment of Rs. 5.20 Paise out of that area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. is owned and possessed by Shri. Akash Satish Patil, the Owner / Promoter / Developer (hereinafter referred to as the Owner and/or Promoter and/or Developer').२०२३

AND WHEREAS The Owner/Promoter / Developer herelt has acquired right, title and interest in the aforesaid lands bearing Gat No. 1193 Hissa No. 1, area

admeasuring 00 H. 93 R. Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise out of that area admeasuring 00 H. 2.66 R. 1.0. 2862 sq. fts. i.e. 265.98 sq. mtrs. and Gat No. 1193 Hissa No. 8, area admeasuring 00 H. 98 R. assessment of Rs 5.20 Paise out of that area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fola. 265.98 sq. mtrs. by virtue of registered Sale Deed dtd. 01/11/2017 executed by Shri. Balasaheb alias Balu Kisan Pingale and others as the "Owners" and with the consent of Sou. Mandabai Balasaheb Pingale and others as the "Consenting Party" in favour of Shri. Akash Satish Patil as the "Purchaser", which is duly registered in the office of Sub-Registrar Haveli No. 17, at Sr. No. 9180/2017 on 07/11/2017. Shri. Balasaheb alias Balu Kisan Pingale and others have also executed Irrevocable Power of Attorney dtd. 01/11/2017 in favour of Shri. Akash Satish Patil, which is duly registered in office of Sub Registrar, Haveli No. 17, at Sr. No. 9181/2017 on 07/11/2017.

AND WHEREAS the Property ie. Land bearing Gat No. 1194, area admeasuring 00 H. 55 R. Pot Kharaba area admeasuring 00 H. 01 R. thus total area admeasuring 00 H. 56 R., i.e. 5600 sq. mtrs., assessment of Rs. 2.94 Paise, lying and situated at Village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar el is possessed by Shri. Akash Satish Patil, the Owner/Promoter/Developer herein

AND WHEREAS the said Promoter / Developer has acquired valid development rights from Consenting Party in the aforesaid land bearing Gat No. 1194, for total

area admeasuring 00 H. 56 R. ie. 5600 sq. mtrs, by virtue of registered Development Agreement and Irrevocable Power of Attorney both did. 01/11/2017 executed by Consenting Party viz. Shri. Balasaheb alias Balu Kisan Pingale and others in favour of Shri. Akash Satish Patil, which are duly registered in the office of Sub-Registrar Haveli No. 17, at Sr. No. 9177/2017 and 9178/2017 respectively on 07/11/2017,

AND WHEREAS Thus the Owner/Promoter/Developer herein Shri. Akash Satish Patil is in possession of Project Land and entitled to develop the aforesaid Property by constructing Building's thereupon, consisting of various flats, tenements, shops etc. and to sell the same to various prospective Purchaser/s.

AND WHEREAS The Upper Tahsildar of Pimpri Chinchwad, Tal. Havel, Dist. Pune has granted permission for non-agricultural (NA) use for construction of Residential and Commercial Building's upon the subject captioned land admeasuring 6064.96 sq. mtrs out of which 6029.00 sq. mtrs for Residential purpose and 55.96 sq mtrs for Commercial purpose, vide NA. Order (Sanad) bearing No. Land/NA/SR/Sanad/552/2018, did. 28/12/2018

AND WHEREAS being the owner of lands bearing Gat Nos. 1193/1 & 1193/8 and being the developer of land bearing Gat No. 1194 of Village Chikhali, Tal. Haveli, Dist. Pune, the Shri. Balasaheb Kisan Pingale and others through their POA Holder Shri. Akash Satish Patil, the Promoter/Developer herein got the building plan sanctioned from Pimpri Chinchwad Municipal Corporation vide Commencement Certificate bearing No. BP/CHIKHALI/137/2018 dtd.

11/12/2018 which is revised from time to time vide Commencement 15/02/2019, Certificate bearing No. BP/CHIKHALI/19/2019 dtd. BP/CHIKHALI/48/2019 dtd. 24/04/2019 and BP/CHIKHALI/80/2022 dtd. 30/06/2022

AND WHEREAS the present vendor has purchase the said Flat No. 302 is admeasuring 596.97 sq. fts. i.e. 55.46 sq. mtrs. along with Terrace 27.02 sq. fts. i.e. 2.51 sq. mtrs. + Open Balcony admeasuring 32.94 sq. fts. i.e. 3.06 sq. mtrs from Mr.Akash Satish Patil through his P.O.A for admission and presentation Mr.Mayur Rajendra Padale and consenting Party Popat Kisanrao Pingle and others through P.O.A Mr.Akash Satish Patil through his P.O.A for admission and presentation Mr.Mayur Rajendra Padale and said agreement to sale registerd in the office of Sub Registrar Haveli No.5 vide Document No.1141/2023 on dated 13/01/2023.

AND WHEREAS the Pimpri Chincwad Municipal Corporation has issued a Compilation Certificate on dated ----- vide its certificate No...../... ..

AND WHEREAS due to financial difficulties the Vendors have decided to sale the said Flat and the present Purchaser agreed to Purchase the same.

AND WHEREAS the Vendors herein decided to transfer all their rights, title and interest in the said Flat and the purchaser is search of likewise resident accommodation approached with a proposal to acquire and purchase the said Shop.

AND WHEREAS the Vendors after deliberate discussions and inquiry found that the price offered by the Purchaser is most reasonable and the highest as per the market prices in the locality of the said property.

AND WHEREAS the present Vendors decided to sell and convey the said Flat in favor of the present Purchaser.

NOW THEREFORE THESE PRESENTS DID WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTYIES HERETO AS UNDER:-

1. The Vendors hereby agreed to transfer/assign all their occupancy rights, interest, and title in respect of the Flat No. 302, admeasuring carpet area 596.97 sq. fts. i.e. 55.46 sq. mtrs. Along with Terrace 27.02 sq. fts. i.e. 2.51 sq. mtrs. + Open Balcony admeasuring 32.94 sq. fts. i.e. 3.06 sq. mtrs. On Third Floor, in Wing /Building No. "A", in the Project known as "GANESH JOYNEST" Constructed in Gat No.1193/1, 1193/8 and 1194 situated at Chikhali ,Tal.Haveli,Dist.Pune and within the local limits of Pimpri Chinchwad Municipal Corporation including Fitting, Fixtures, common amenities, right of easement and other common facilities, Electricity meter and water connection, as more particularly described in the First Schedule of the Property and the Second Schedule of the Flat hereunder written, for the total price of **Rs. 44,00,000/- (Rupees in word Forty Four Lakh Only).**
2. The Purchaser will pay total price of **Rs. 44,00,000/- (Rupees in word Forty Four Lakh Only).** to the Vendors as follows-

Particulars of Consideration :-

S.No.	Amount	Particulars
1.	Rs.-----/-	Paid by Cheque No. Drawn on Bank Branch on

		dated... ..
2.	Rs. -----/-	Will be paid to the Vendors within 2 Month from the date of Agreement.
Total	Rs. 44,00,000/-	((Rupees in word Forty Four Lakh Only)

(The Vendors hereby admit and acknowledge the receipt of the amount of Rs. -----/- (Rupees -----Only.)

3. The Vendors have received the part consideration of the said Flat and the Vendors will hand over the vacant and peaceful possession of the Said Flat to the Purchaser after getting full and final consideration amount.
4. The Vendors have assured that the said Flat is free from all encumbrances of whatsoever nature and the said Flat is not a subject matter of any lien, mortgage, claim or not a subject matter of any court litigation and the title of the said Vendors to the said Flat is free and the marketable and the Vendors have full and absolute right and authority to transfer/ assign the same to the Purchaser.
5. The Vendors hereby declare that they have paid till today all the outgoings towards the Electricity charges (M.S.E.B.), Water Charges, Maintenance Charges and other charges and dues and also paid to the Cantonment Board Property Tax. If any dues are there the Vendors undertake to pay the same. However after the date of possession of the Said Flat, the Purchaser undertakes to pay the same regularly after the possession of the said Flat.
6. The Present Vendors have given all necessary papers, signs, affidavits for entering the name of the present Purchaser in the all relevant records in

respects of the said Flat and undertake to help the Purchaser from time to time without any hesitation for enrolling Purchaser 's name in Society' s records and M.S.E.B. Light Meter Connection and all Government record and Municipal records.

7. That the Vendors and Purchaser hereby agrees that all the expenses like transfer charges i.e. stamp duty, Advocate fee, registration charges and other incidental charges shall be borne and paid by the Purchaser only.
8. This Agreement to sale shall always subject to the provisions contained in the Maharashtra Ownership Act, 1963 and Co-Operative Societies Act 1960 applicable as amended from time to time.

The Vendors hereby acknowledge that they have received part consideration amount of **Rs. -----/- (Rupees ----- Only.)** of the said Flat.

9. The Vendors hereby undertake that they will make available all the necessary legal papers and necessary permission from concerned authorities/ necessary for registering this Agreement to Sale in respect of the said Flat.

SCHEDULE I

(Description of the Said Land)

- i) All that piece and parcel of the property Land bearing Gat No. 1193 Hissa No. 1, area admeasuring 00 H. 93 R. + Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise, out of that area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. and Land bearing Gat No. 1193 Hissa No. 8, area admeasuring 00 H. 98 R. assessment

of Rs. 5.20 Paise, out of that area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. and jointly bounded as under-

ON OR TOWARDS EAST :-By 24 mtr. BRT Road.

ON OR TOWARDS WEST :-By Gat No. 1194.

ON OR TOWARDS SOUTH : By Reaming part of Gat No. 1193.

ON OR TOWARDS NORTH : By Reaming part of Gat No. 1193.

ii. All that piece and parcel of the property Land bearing Gat No. 1194, area admeasuring 00 H. 55 R. + Pot Kharaba 00 H. 01 R. thus total area admeasuring 00 H. 56 R. i.e. 5600 sq. mtrs., assessment of Rs. 2.94 Paise and bounded as under-

ON OR TOWARDS EAST: By Reaming part of Gat No. 1193.

ON OR TOWARDS WEST: By Gat No. 1196

ON OR TOWARDS SOUTH: Reaming part of Gat No. 1193

ON OR TOWARDS NORTH : By Gat No. 1195.

thus as per 7/12 Extract total area admeasuring 6131.96 sq. mtrs. and as per Lay-out area of aforesaid Plot of Lands is 6084.96 sq. mtrs., lying and situated at Village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli. The said Properties are hereinafter referred to as the "SAID PROPERTY/PROPERTIES" for the sake of brevity.

Thus total net area admeasuring 6084.96 sq. mtrs.of aforesaid Plot of Lands and area of TDR admeasuring 4931.91 sq. mtrs. is covered by the present Scheme.

SCHEDULE-II

DESCRIPTION OF THE FLAT

All that the piece and parcel Flat No. 302, admeasuring carpet area 596.97 sq. fts. i.e. 55.46 sq. mtrs. Along with Terrace 27.02 sq. fts. i.e. 2.51 sq. mtrs. + Open Balcony admeasuring 32.94 sq. fts. i.e. 3.06 sq. mtrs. On Third Floor, in Wing /Building No. "A", in the Project known as "GANESH JOYNEST", including Fitting, Fixtures, common amenities, right of easement and other common facilities, Electricity meter and water connection being constructed on the property described in the Schedule - I

IN WITNESSES WHEREOF the parties here set and subscribed their respective hands and sign this agreement on this day and date mentioned hereinabove.

MR. SWAPNIL MADHUKAR KADAM

VENDORS

1.MR.KRUSHNA NAVALAPPA KELE

2. MRS.ASHA KRUSHNA KELE

PURCHASERs

WITNESS :-

1.

SIGN

NAME :-

ADDRESS :-

2.

SIGN :-

NAME:-

ADDRESS :-

