

AGREEMENT TO SELL

This Agreement is entered into at Mumbai, on this day of ___ Day of March 2023.

BY AND BETWEEN,

Ms. Gayatri Tolani, age: 40 years Occ: Service presently residing at Flat No. 1101, Siddhivinayak Opulence, Deonar, Chembur, Mumbai, Maharashtra 400088., ADHAR No.: _____, PAN Card No. AHHPT8550G, **hereinafter referred to as the Vendor** (which expression shall, unless repugnant to the context or meaning thereof, means and includes all legal heirs, executors, administrators, successors-in-title, legal representatives, nominees and assignees, etc.)

... Party of the First Part

AND

Mr. Namitkumar Sarjerao Pansare, Age: 26 years, Occu: Business, residing at Sangram Niwas, Wada Road, Rajgurunagar, Tal-Khed, Dist Pune, 410505, **hereinafter referred to as the Purchaser** (which expression shall, unless repugnant to the context or meaning thereof,

means and includes all legal heirs, executors, administrators, successors-in-title, legal representatives, nominees and assignees, etc.)

... Party of the Second Part

AND WHEREAS, A flat situate at and more particularly described in the Schedule I annexed hereto (hereinafter referred to as “the said Flat” for the sake of brevity), admeasuring about 445 sq. ft. (carpet area) along with an allotted car parking space was originally acquired and purchased by one Ms. Gauri Sham Bhanage from the Developer namely, M/s. Siddhivinayak Constructions, a registered Partnership Firm pursuant to registered Agreement For Sale dated 08/07/2016 registered at Sr. No. 6997/2016 at Sub-Registrar Office, Kurla-1, Jt Sub-Registrar Kurla No. 1, Mumbai Suburban District. Vide the said Agreement all right, title and interest in the said Property were vested with Ms. Gauri Sham Bhanage.

AND WHEREAS, the Developer has already obtained Occupation/Completion Certificate dated 09/11/2021 from the Municipal Corporation of Greater Bombay.

AND WHEREAS, vide registered Agreement for Sale dated 14/09/2020 registered at Sr. No. 6360/2020 at Sub-Registrar Office, Joint S. R. Kurla-1, of the District Mumbai Suburban District, Ms. Gauri Sham Bhanage, sold all her rights, title and interest in the said Flat to the Vendor herein, i.e., namely Ms. Gayatri Tolani. The Vendor, thus, is sufficiently entitled

to and has all the rights, title and interest vested in her with respect to the said Flat. As such, the Vendor is owned and possessed of the said flat.

AND WHEREAS, the said Vendor is a member of the Registered Society namely _____ and is sufficiently entitled to allotment of Share certificate from the said Society.

AND WHEREAS, the said Vendor is desirous of selling the said flat and whereas the Purchaser was desirous of obtaining a suitable accommodation for his and his family's occupation, the Purchaser approached the Vendor in respect of the said Flat and upon holding preliminary discussions, the parties have mutually agreed on certain terms to transfer the ownership of the said Flat to the Purchaser and do hereby agree to enter into an Agreement for Sale in respect of the "Said Flat" in favour of the Purchaser;

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Vendor has represented to the purchaser that the Vendor has been in exclusive possession of the said flat and all the right title and interest in the said flat are vested with her since it was purchased by her from the Original Owner namely, Ms. Gauri Sham Bhanage.

2. The Vendor has represented the purchaser that the said flat is free from any encumbrances, either in the form of mortgage, lease or lien except to the extent of a home loan with Housing Development Finance Corporation Limited bearing loan Account No. 653451311 And the amount of approximately ₹13,00,000/- pending thereof.
3. The Vendor hereby agrees to clear the said pending amount against the home loan before the execution of Agreement for Sale in favour of the Purchaser and hereby agrees to obtain a no lien certificate from the concerned bank. The Vendor hereby agrees to indemnify the Purchaser against any claim made for any period prior to the completion of sale.
4. The Vendor has represented to the Purchaser that the Original Owner as well as the Developer of the plot do not have any adverse claim or interest in the said flat as the Vendor has paid the full amount of the consideration.
5. The Vendor has represented to the Purchaser that when the Vendor purchased the said flat, the Vendor was satisfied about the title to the said flat, being clear and marketable and the Vendor hereby confirms that the title to the said flat will be clear and marketable at the time of execution of Agreement for Sale.
6. The Vendor has represented to the Purchaser of that the Vendor has paid all dues of the society till date and the Vendor will indemnify the

Purchaser against any claim made for any period prior to the completion of sale.

7. It is hereby represented by the Vendor to the Purchaser that the legal heirs, the agents, the representatives, or the assignees of the Vendor will not contest for any share or interest in the said flat or in respect of the consideration of amount paid or payable.
8. As such, the Vendor is aware that relying upon the aforesaid representation the Purchaser has agreed to purchase the said flat.
9. That the Vendor herein agrees to transfer by way of sale and the Purchaser agrees to purchase the said flat including all the rights title and interest in the said flat together with all the fixtures and fittings and an allotted car parking space at the price of ₹1,39,00,000/- (Rupees One Crore Thirty Nine Lakh Only).
10. The Purchaser has already paid a total amount of ₹10,00,000/- [Vide cheque no. 046027 an amount of Rs. 1,00,000/- and Vide cheque no. 046029 an amount of Rs. 9,00,000/-] as and by way of earnest amount against which the present agreement is entered into. The Vendor hereby admits and acknowledges the receipt of the said earnest money and gives a valid discharge for the same.
11. It is hereby agreed between the parties that the remainder of the total consideration i.e., ₹1,29,00,000 will be paid by the Purchaser to the

Vendor at the time of execution of agreement for sale against delivery of the possession of the said flat by Vendor to the Purchaser.

12. The transfer of the said flat will be complete before the 22nd day of March 2023.
13. The Vendor shall obtain the Consent/No-objection of the registered _____ cooperative housing society Ltd. for the transfer of the said flat and that of the shares which the Vendor is entitled to hold for being the member of the said society and the rightful owner of the said flat, in favour of the Purchaser before the execution of Agreement for Sale.
14. The Vendor has disclosed and given inspection of the documents in her possession relating to the said flat to the Purchaser and the Purchaser has no objection against the same.
15. On obtaining such consent/No-Objection certificate of the said society the Vendor shall deliver peaceful possession of the said flat to the Purchaser against the payment of the balance consideration of ₹1,29,00,000/- (One Crore Twenty Nine Lakhs Only) by the Purchaser to the Vendor.
16. The peaceful possession of the flat will be delivered to the Purchaser in the condition as it is.
17. On the delivery of the vacant possession of the said flat and in pursuance of Execution of agreement for sale, the Purchaser will be absolute owner thereof having all rights of occupation thereto as

member of the said society and all the rights, title and interest will be vested with the Purchaser. Thereafter, the Vendor will have no rights title and interest in the said flat there in and the Vendor will cease to be a member of the said society.

18. All the dues, encumbrances taxes and bills including municipal taxes and electricity bills and the like with respect to the said flat will be paid by the Vendor until the handing over of possession of the said flat to the Purchaser. The Purchaser shall be liable for the payment of the said charges after the handing over of possession of the said flat.
19. The Purchaser hereby agrees to abide by the bye-laws of the society and the managing committee of the said society from time to time as a member of the said society.
20. The Vendor hereby agrees to provide for all the necessary documents for the execution of agreement for sale
21. On the completion of the transfer as aforesaid, the Vendor will handover to the Purchaser the original chain of documents with respect to the said flat and any other document in respect of the said flat.
22. In the event of failure to execute the agreement for sale or to complete the transfer of the said flat, for reasons beyond the control of the Vendor and the Purchaser, the Vendor hereby agrees to refund the earnest amount of ₹10,00,000/- to the Purchaser forthwith without any interest.

23. In the event of the Purchaser committing any default in completing the transaction, the Vendor will be entitled to cancel the present Agreement by giving one month prior notice to the Purchaser for completing his part of the obligation as per the Covenants entered into between the parties and in the event of the Purchaser failing to abide by such obligation, the Vendor shall be entitled to fifty percent of the earnest amount along with 9% interest on the said amount.
24. In the event of the Vendor committing any default in completing the transaction, the Purchaser will be entitled to cancel the present Agreement by giving one month prior notice to the Vendor for completing her part of the obligation as per the Agreement entered into between the parties and in the event of the Vendor failing to abide by such obligation, the Purchaser shall be entitled to fifty percent of the earnest amount along with 9% interest on the said amount.
25. In the event of any dispute arising between the parties hereto before the execution of Agreement for Sale the parties shall make an attempt to resolve such disputes amicably and on failure to do so the parties shall prefer mediation for resolution of the said dispute.
26. In the event of any dispute arising in respect of the said flat between the Vendor and any third person, Vendor hereby undertakes to resolve all such disputes and shall not make the present Purchaser liable in any way to be a part of the said dispute. As such, the Purchaser shall

then be entitled to cancel the present agreement and will be entitled for the refund of complete earnest amount along with 9% interest per annum.

IN WITNESS WHEREOF, the Parties herein above named have set their respective hands and signed this Agreement in presence of attesting witnesses signing as such on the day first above written.

SCHEDULE

Flat No. 1101, area admeasuring about 445 sq. ft. (carpet area) on 11th Floor of Building known as "Siddhivinayak Opulence" along with the allotted Car Parking Space constructed on the plot of land situated at Babuseth Wadi, Govandi, Deonar, Mumbai 400088 and lying being land bearing Survey No. 26, Hissa No. 2 (Pt) and CTS No. 256A, 262, 262/1, 262/2, 265, 265/1, 265/2, 265/3, 266 of Village Deonar, Taluka Kurla, Registration District and Sub-District of Mumbai and Suburban Mumbai

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

SIGNED, SEALED AND DELIVERED

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By the Within named Vendor, Party of First Part]

Ms. Gayatri Tolani]

Age: 40 years Occupation: Service]

R/at: Flat No. 1101,]

Siddhivinayak Opulence,]

Deonar, Chembur,]

Mumbai, Maharashtra 400088.]

ADHAR No.: _____,]

PAN Card No. AHHPT8550G,]

SIGNED, SEALED AND DELIVERED]

By the Within named Purchaser, Party of Second Part]

Mr. Namitkumar Sarjerao Pansare]

Age: 26 years, Occu: Business,]

R/at: Sangram Niwas, Wada Road,]

Rajgurunagar, Tal-Khed,]

Dist Pune, 410505,]

WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____