



|| SHREE GAJANAN PRASANNA ||

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS ----- DAY
OF DECEMBER 2024 AT PUNE.**

BETWEEN

MRS. APARNA ASHTAVADHANI

Age 41 Years, Occupation :- Service

PAN :- ADWPA0908N

Aadhar No. 2785 5003 2957

Residing at :- Flat No. B Wing 1202, Jeevanshila CHS, Sant Dnyaneshwar
Marg, Near Gurunanak Hospital, Bandra East, Mumbai, Maharashtra-
400051.

HEREINAFTER called as “**THE SELLER**” (which expression shall unless it is
repugnant to the context or meaning thereof to be deemed to mean and include
her legal heirs, executors, administrator and assigns)

...PARTY OF THE FIRST PART.

AND

1)MR. SUSHIL TARACHANDJI BHASME

Age -41 Years, Occupation :- Service

PANCARD. NO:- ASKPB2249M

Aadhar Card No. 3945 9370 2334

2)MRS.NEHA MOON @ MRS. NEHA SUSHIL BHASME

Age -36 Years, Occupation :- -----

PANCARD. NO:- ABNPPM4814H

Aadhar Card No. 5105 0281 4359

Residing at :- 176, Mauli Nivas, Near Buddha Vihar, Vikramshila Nagar, Sindi
Meghe, Wardha, Maharashtra-442001.

HEREINAFTER called “**THE PURCHASER**” (which expression shall unless it
be repugnant to the context or meaning thereof be deemed to mean and
include their heirs, executors, administrators and assigns)

...PARTY OF THE SECOND PART.

AND WHEREAS THE SELLER herein i.e. **MRS. APARNA ASHTAVADHANI** is seized and possessed of all the piece or/and parcel of residential premises being residential **Apartment No. 1002** in **A BUILDING** on 10th floor of the scheme known as "**GREEN OLIVE APARTMENTS**", having carpet area **753 sq.ft ie 69.95 sq.mtrs** along with attached terrace admeasuring **116 sq.ft i.e. 10.77 sq.mtrs** together with exclusive right to use One car parking space **Parking No....**, together with **0.96%** undivided share in common areas and facilities which is more. particularly described in Schedule "B" hereunder written and which is constructed on the property more particularly described in Schedule 'A' written hereunder. (Hereinafter referred to as "the said Apartment").

WHEREAS:-

a. **AND WHEREAS** under legal valid and subsisting Agreements the Pramater Developer has developed the said properties and has constructed Units/Apartments Villas/Row Heases/Twin Bungalows/Individual Bungalow ate thereon, on the part of the entire properties as per duly approved and sanctumed Layout de Building Plan passed by the Town Planning Authority **AND WHEREAS** per approved and sanctioned building plan by the Premoter/Developer bas developed part of Schedule-A property and promoted scheme of ownership of Units/Apartments under the named "**GREEN OLIVE** thereen math due permissions and sanctions from the Town Planning Authority as follows

1. Order No. PMA/NA/S/184/2006 on 18/01/2007
2. Order No PMA/NA/SR/5/2010-on 02/08/2010
3. Order No. PMA/NA/SR/340/2010 on 02/11/2010 and accordingly is constructing residential scheme under the project names "**GREEN OLIVE**",

b. AND WHEREAS the Owners & the Developer jointly submitted the said Schedule A premises consisting of various buildings to the Provisions of Maharashtra Apartment Ownership Act, 1970 by making a Deed of Declaration and the same has been executed on 19/09/2012 and duly registered under Sr. No. 5652/2012 on 18/10/2012 at the Office of Sub Registrar Mulshi, (Paud). In the said Deed of Declaration the Owners & the Developer have declared restricted areas and common areas of the said "**GREEN OLIVE APARTMENTS**".

c. The Promoter/Developer Hereby covenant with the SELLER that they have got full power and absolute authority to grant, convey, release and assure to the SELLER of the said Apartment in favour of the SELLER subject to the conditions and restrictions mentioned in the Agreement dtd: **04.08.2012** and **Deed of Declaration** dated **19/09/2012**, referred to hereinabove, and the SELLER may at all times hereafter peaceably and quietly occupy, possess and enjoy the said hereditaments and premises and to receive the rents, easements, profits thereof, for his/her/their own benefit without any interruption claim or demand, what-so-ever from the Promoter / Developer or their heirs, legal representatives etc. or from any person or persons claiming any right, title, interest of from or under him/them.

d. AND WHEREAS, the developers carry out Development and construction on the said entire land over a span of period under the name and style /known as "**GREEN OLIVE**".

e. AND WHEREAS the Owner/ Promoter/Developers has taken all necessary permissions/ sanctions etc. from governmental authorities. Further the Owner / Promoter taken permission cum certificate from Collector for construction of the said project.

f. M/S. GREEN OLIVE VENTURE (A Joint Venture of Kolte Patil Developers Limited and Arista Developers Private Limited.) Had entered into an Agreement **dated 04/08/2012** and having allotted the said Apartment to **MRS. APARNA ASHTAVADHANI** and which was duly registered in the office of Sub Registrar, Mulshi, Dist- Pune, at **Sr. No.4742/2012** on dated **04/08/2012**. Thenafter Had entered into an Deed Of Apartment **dated 24/04/2014** and having allotted the said Apartment to **MRS. APARNA ASHTAVADHANI** and which was duly registered in the office of Sub Registrar, Mulshi-2, Dist- Pune, at **Sr. No.3225/2014** on dated **24/04/2014**.

g. AND WHEREAS the SELLER herein, has paid the total consideration amount of the said **Apartment** to the Builders/promoters and having received the same and delivered the peaceful possession of the said Apartment **24/04/2014** and Owner / Promoter has also issued Possession letter to the SELLER herein and now the SELLER is in sole and exclusive possession of the said **Apartment**.

h. The Developer has obtained Occupancy Certificate from the Pune Metropolitan Region Development Authority (PMRDA) on **28.02.2014** bearing reference no. **tk-dz % iev@dkfo@150@14-**

i. AND WHEREAS, the developer has allotted one car parking slot bearing No.("Parking Space") tagged against your Flat No.**A -1002** in the project known as "**GREEN OLIVE**" on **28/10/2014**.

AND WHEREAS The **PURCHASER** has applied to the Developer for allotment of an apartment being **Apartment No. 1002 in A BUILDING** on 10th floor of the scheme known as "**GREEN OLIVE APARTMENTS**", having carpet area **753 sq.ft ie 69.95 sq.mtrs** along with attached terrace admeasuring **116 sq.ft i.e. 10.77 sq.mtrs** together with exclusive right to use One car parking space **Parking No.....**.

AND WHEREAS, the developers carry out Development and construction on the said entire land over a span of period under the name and style /known as "**GREEN OLIVE APARTMENTS**".

AND WHEREAS the SELLER are desirous of disposing / selling of the said Apartment and the **PURCHASER** herein i.e. **MR. SUSHIL TARACHANDJI BHASME** came to know the said desirous intention of the SELLER approached the SELLER and offered him to purchase the said Apartment for the total consideration of **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)** after due negotiations by and between the Parties herein, and the SELLER has agreed to SALE/TRANSFER/ASSIGN ownership right, title and interest in the said Apartment to The **PURCHASER** For The Said Consideration Amount Of **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)**.

k. AND WHEREAS The SELLER has agreed to convey, transfer and assigns all their rights, title and interest in the said **Apartment** for Consideration

Amount of **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)** in favor of the Present **PURCHASER** herein.

❖ **NOW THIS DEED OF APARTMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: —**

1. The **SELLER** herein hereby sale, transfer and assign the said Apartment and The **PURCHASER** herein hereby purchase and acquire the said Apartment being the Apartment Bearing **Apartment No.1002** in **Building No. A**, for the total consideration **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)** to which The **PURCHASER** herein have agreed to pay the **SELLER** herein.

2. The said consideration/price of **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)** is paid by the **PURCHASER** herein to the **SELLER** in the manner as follows:

PAYMENT SCHEDULE:-

- | | |
|-------------------|--|
| a.Rs. 1,00,000/- | Paid by the PURCHASER to the SELLER as token amount through UPI Transaction ID No. Bank, dated /11/2024. |
| b. Rs. 0,00,000/- | Paid by the PURCHASER to the SELLER as token amount through UPI Transaction ID No. Bank, dated /11/2024. |
| c. Rs. 00,000/- | 1% TDS Will be paid as per Income tax rule/Act.. |
| d.Rs.67,00,000/- | Balance Consideration Will be paid by raising loan from bank/Self finance institution/ Self Contribution, within 60 Days from date of agreement. |

TOTAL CONSIDERATION AMOUNT of RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY).

3. The **PURCHASER** have undertaken physical visits and inspection of the said flat and have satisfied themselves about the condition of the said flat,

furniture, fixtures and have agreed to purchase the said flat on “**AS IS WHERE IS BASIS**” along with the furniture, fixtures and appliances more particularly described in Schedule III attached herewith.

4. The SELLER hereby agrees to transfer and assign the said flat and every part thereof in favour of the **PURCHASER** only after receiving full and final consideration amount from the **PURCHASER**.

5. The possession of the said FLAT shall be handed over to the **PURCHASER** only after the **SELLER** receive full and final payment at the time of registration of the sale deed.

6. The PURCHASER have agreed to make the arrangement of balance amount of consideration of **RS.67,00,000/- (RUPEES Sixty-Seven LAKHS ONLY)** within the period of 60 days from the date of this Agreement. It is agreed between the parties hereto that if the **PURCHASER** fail to pay the balance consideration within the period mentioned aforesaid.

7. The SELLER hereby declares and assures the PURCHASER that:

a. The said flat and the said membership and shareholding of the said flat is held by the SELLER, is free from all encumbrances and are perfectly held by the SELLER so also except the SELLER, no other person is entitled thereto.

b. The SELLER is perfectly entitled to hold, occupy and possess the said flat and except the SELLER, no other person is entitled thereto or has possession thereof.

c. The entire rights, title, interest and claims of the SELLER relating to the said flat and said membership and shareholding, are free from encumbrances and are perfectly marketable.

d. All the municipal taxes, cess, charges and the maintenance charges of the said society have been fully paid by the SELLER and shall be paid by the SELLER till the date of the final sale deed.

8. The **SELLER** does hereby subject to compliance of terms in the present Agreement and without any reservation, agrees to transfer to the **PURCHASER** the said flat with all rights, title and interest thereof. The **SELLER** will grant, sell, assign, release, convey, assure, unto the **PURCHASER** forever all that said flat and also together with all the deeds, documents, writings and other

evidence relating to the said flat and all the estate, rights, title, interest, use, inheritance, property, benefit, claim and demand whatsoever at law and in equity of the **SELLER** in or upon the said flat or any part thereof, **TO HAVE AND TO HOLD FOREVER** the said flat hereby granted, conveyed and assured to the **PURCHASER**.

9. The PURCHASER shall be entitled on payment of consideration price, hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said flat and to receive the rents, profits etc. there from without any suit, lawful eviction, claim or demand whatsoever from the **SELLER** or anybody claiming under her.

10. (a) The PURCHASER covenant to bear all taxes, charges, cess, levies, MSEDCL electric consumption charges, maintenance charges of the society with effect from the date of final sale deed. All such outgoings are paid up to date by the **SELLER** and there are no dues payable.

(b) The parties further agree to execute and sign all necessary documents required for the compliances referred to hereinabove.

11. All the expenses relating to this agreement, such as stamp duty, registration fees, typing, Xerox, and incidentals thereto, have been, as agreed, shall be borne and paid by the **PURCHASER** only.

12. The PURCHASER hereby agree to pay maintenance charges of the said Building regularly and also all the taxes, water charges or any other charges of the Society or any other local authority in respect of the said flat from the date of the final sale deed.

13. The SELLER has disclosed and given inspection of original documents in her possession relating to the title of **SELLER** to the said flat and **the PURCHASER** are fully satisfied about the clean, clear and marketable title of the said flat.

14. The SELLER has represented to the **PURCHASER**(i) that her/she is the absolute owner of the said flat and no other person has any interest therein, (ii) that there is no encumbrances of any nature on the said flat, (iii) that they/ theirs is in exclusive and peaceful possession and occupation of said flat since it was allotted to her, (iv) that the Developer who developed the said property

and constructed the building has no claim against the said flat or the **SELLER** of whatsoever nature, (v) that on taking possession of the said flat the **PURCHASER** are entitled to occupy the same without any claim or interruption from the **SELLER** or anybody claiming under them.

15. The SELLER undertakes and shall sign any document, declaration undertaking application, indemnity bond, affidavit or any other paper to perfect the title of the **PURCHASER** and do all other necessary acts for the transfer of said flat to the **PURCHASER**. The **SELLER** has agreed and consented to the **PURCHASER** to give all necessary co-operations i.e. oral or written statement before appropriate authorities and the signatures as and when requires for transfer of their rights, shares and interest in the said flat and the transfer of the same in the concerned Government, Semi Government department records and to the M.S.E.B. for the transfer of electricity meter and the deposits with the M.S.E.B. for the consideration received as above.

16. If any premium or fee is required to be paid to the Society / Developers for its consent to the transfer of the said flat and if fee is required to be paid the same will be born and paid by the **PURCHASER** Only .

17. The SELLER shall handover all required original documents to **PURCHASER** at the time of execution of **Sale Deed/Deed of Assignment** for the said flat only after receiving full and final payment as mentioned in this agreement.

18. The agreement shall always be subject to the provision of The Maharashtra Ownership Flats. (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under.

19. The stamp duty, registration charges, legal fees and other charges and miscellaneous expenses of this Agreement and the Sale Deed/Deed of Assignment shall be borne and paid by the **PURCHASER** only.

20. The terms and conditions of this Agreement shall be binding upon both the parties.

21. STAMP DUTY PARTICULARS

That the parties hereto state that the Stamp Duty which is paid towards this present INDENTURE of AGREEMENT TO SALE is paid as per the prevailing present Market/Government Rate in the subject locality which is true and fair market value of the said Flat. However as the consideration amount **RS. 68, 00,000/- (RUPEES SIXTY-EIGHT LAKHS ONLY)** which is MORE than the Government Market Value, thus the Vendee herein have paid the proper Stamp Duty of **Rs. 4,08,000/-** as per the Present Current Market Rate by getting duly franked from the Authorities Concerned and the Stamp duty and Registration paid as per relevant provisions of Article 25 of the Bombay Stamp Act of 1958, for this DEED as per today Market Rate at the Rate of 6% and **Rs. 30,000/-** as Government Registration Charges.

NOTE :- It is to be noted that we the parties herein i.e. The SELLER and the PURCHASER do hereby state and declare that each recital of this said INDENTURE of AGREEMENT TO SALE is made as per the terms and conditions negotiated between us. That we have two through each important recitals of this indenture agreement to sale, and hence we have signed herein under unto the day and month set forth as above.

SCHEDULE-A

THE PROPERTY OF GREEN OLIVE APARTMENTS

(Description of the property submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by Declaration)

ALL THAT all that piece and parcel of the property bearing S. No. 138/1 admeasuring about 2622 Sq. Mtrs out of area admeasuring about 02 Hectare 36 Ares (23600 Sq. Mtrs) situated at Hinjawadi within Mulshi and assessed at Rs 4/- lying, being and situated at Mouze Hinjawadi. Tal. Mulshi, Sub-Registrar Mulshi (Paud) and within the limits of Grampanchayat Hinjewadi, Taluka Panchayat Mulshi, Zilla Parishad Pune and which property is bounded as follows-

On or towards the EAST- By Survey No. 138 Hissa No. 1

On or towards the WEST- By Road and beyond that Survey No. 153

On or towards the NORTH -By Survey No. 140 & 141

On or towards the SOUTH- By Survey No. 137

Together with all superstructures/plinths thereon and right of easement and appurtenances thereto.

SCHEDULE B

DESCRIPTION OF THE APARTMENT/UNIT

Unit/ residential Apartment No. 1002 in A BUILDING on 10th floor of the scheme known as "**GREEN OLIVE APARTMENTS**", having carpet area **753 sq.ft ie 69.95 sq.mtrs** along with attached terrace admeasuring **116 sq.ft i.e. 10.77 sq.mtrs** together with exclusive right to use One car parking space **Parking No....**, in the project known as "**GREEN OLIVE APARTMENTS**" constructed on the Schedule 'A' property together with **0.96%** undivided share in common areas and facilities of the said scheme/building as contained in the aforesaid Deed of Declaration.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED THIS AGREEMENT TO SALE ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED

SIGNATURE	THUMP IMPRESSION	PHOTOGRAPH
MRS. APARNA ASHTAVADHANI SELLER		

SIGNATURE	THUMP IMPRESSION	PHOTOGRAPH
MR. SUSHIL TARACHANDJI BHASME		
MRS. NEHA MOON @ MRS.NEHA SUSHIL BHASME PURCHASERS		

In the presence of Witnesses –

1. Name :

Sign:

Address:

2. Name :

Sign:

Address:

