

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed here at Pune on this 30th day of August month of the year 2026,

BETWEEN

MRS. SWATI DEVKUMAR KAKADE.

AGE: 54 YEARS, OCC.: SERVICE

PAN NO: AJUPG5510A

R/AT: AKASHGANGA, IUCAA HOUSING

COLONY PUNE, UNIVERSITY CAMPUS,

GANESHKHIND, PUNE- 411007.

(Hereinafter called as the “**VENDOR**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, successors, executors, administrators and assigns)

... PARTY OF THE FIRST PART

AND

MR. MANAS RAJAN KESAB CHANDRA DALAI.

AGE: 40 YEARS, OCC.: SERVICE

PAN NO: BLOPD4735P.

R/AT: SAI SHRADDHA APARTMENT,

FLAT NO. 503, SHRADDHA NAGAR,

SR. NO.12, KONDHAWA BK, YEWALEWADI,PUNE-411048.

(Hereinafter called as the “**PURCHASER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include their heirs, successors, executors, administrators and assigns)

... PARTY OF THE SECOND PART

WHEREAS:

1. **WHEREAS** the Vendor herein is the holder and occupier of the all the piece and parcel of Flat No. 406, Saleable built-up area admeasuring 57.71 Sq. Mtrs. i.e. 621 Sq. Fts. On 4th floor, in the building known as “**VAISHNAVI HEIGHTS**”, constructed on the land bearing Survey No. 5 Hissa No. 2/4/1/8 admeasuring 00 Hectare 05 Ares i.e. 500 Sq. Mtrs. situated at Village Undri within the registration District Pune, Sub-Registration District Taluka Haveli, Taluka Haveli and within the local limits of Pune Municipal Corporation. The said Flat is the subject matter of this Agreement and the same is more particularly described in the SCHEDULE II written hereunder (hereinafter referred to as the said “Flat”).

2. **AND WHEREAS,** All the piece and parcel of the land ground premises bearing S. No. 5 Hissa No. 2/4/1/8 an area admeasuring about 00H.05Aars i.e. 500 Sq. Mtrs. lying and situate at revenue village Undri within the Registration and District Registration Pune and within the local jurisdiction of Grampanchyat, Undri and more particularly described in the scheduled- I hereunder written (for the sake of brevity and convenience hereinafter referred to as "the said land) is owned and possessed by the Mr. Prakash Rajaram Mithapelli. (Hereinafter referred to as "Said Land Owner")
3. By virtue of the Development Agreement and the Irrevocable General Power of Attorney, both duly registered with the Office of the Sub-Registrar, Haveli No. 8, Pune, under Serial Nos. 6679/2008 and 6680/2008, respectively, both dated 12/08/2008, and further by virtue of the documents registered with the Office of the Sub-Registrar, Haveli No. 6, Pune, under Serial Nos. 5670/2010 and 5671/2010, respectively, both dated 29/06/2010, in favour of SAI CONSTRUCTIONS, through its Promoter Mr. Rajesh Narbat Bire, the said SAI CONSTRUCTIONS has acquired and/or confirmed the development rights in respect of the said land. Accordingly, the said SAI CONSTRUCTIONS, through its Promoter Mr. Rajesh Narbat Bire, has the sole and exclusive right, title, authority and entitlement to develop the said land, to construct the proposed building/project thereon, and to sell, transfer, allot and otherwise deal with various types of tenements/flats/units therein to prospective purchasers, and to enter into agreements, deeds and other documents with such purchasers and to receive and appropriate the consideration and proceeds arising therefrom, subject to the terms and conditions of the aforesaid documents and applicable laws. (Hereinafter referred to as "Said Developer")
4. By virtue of the aforesaid Development Agreement and Irrevocable General Power of Attorney, the Builder/Developer, being SAI CONSTRUCTIONS, has acquired and/or been vested with the sole and exclusive right, title, interest, authority and entitlement to develop the said land and to construct and develop the building/project thereon, and to construct, allot, sell, transfer and otherwise deal with the Flats, Offices, Shops and other premises/units therein to prospective purchasers. The said Builder/Developer is further duly authorized and entitled to enter into agreements, deeds and other documents with the respective purchasers in respect of such Flats, Offices, Shops and other premises/units and to receive the sale consideration and other amounts payable in respect thereof.
5. The building plan in respect of the building/project proposed to be constructed and/or presently under construction on the said land has been duly sanctioned and approved by the competent Local Authority. Pursuant thereto, the Hon'ble Collector of Pune has been pleased to grant non-agricultural permission for use and development of the said land for building construction in favour of the landowner through the Developer, vide Order No. NA/SR/IV/764/2010, Pune-1,

dated 07/02/2011. Further, the Gram panchayat, Undri, being the concerned local authority, has issued its No Objection Certificate for the development of the said land and for construction of the building(s) thereon in accordance with the sanctioned building plan and the permissions granted by the competent authorities.

6. That, the Developer has commenced the construction of the building project known as the “VAISHNAVI HEIGHTS” on the said land as per sanctioned plan by the competent authority/ Gram panchayat Undri.
7. That the said Developer agreed to sell said Flat in favour of Vendor herein vide Agreement for Sale dated 21/10/2014 which have been registered in the office of Sub-Registrar Haveli No. 6 at Sr. No. 10652/2014.
8. That, they said Developer has formed and registered a Co-operative Housing Society comprising the purchasers of the Flats/Units in the said building/project under the provisions of the Maharashtra Co-operative Societies Act, 1960, in the name and style of “VAISHNAVI HEIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED”, bearing Registration No. PNA/PNA(4)/HSG/(TC)/26947/2024-25, dated 06/06/2024.
9. AND WHEREAS, for various reasons, the said Vendor decided to sell, transfer, assign and convey all its rights, title, interests and claims relating to and in respect of the said Flat, to the intending purchaser for consideration.
10. AND WHEREAS, the Purchaser herein, having acquainted himself/herself with the aforesaid facts and circumstances and having expressed his/her desire to purchase the said Flat, approached the Vendor and offered to purchase the said Flat for a total consideration mutually agreed between the parties. The offer made by the Purchaser being fair, reasonable and commensurate with the prevailing market value of the said Flat, the Vendor has agreed to sell, transfer, assign and convey unto the Purchaser the said Flat, together with all the rights, title, interest, benefits, easements, privileges and appurtenant rights attached thereto, as well as all the rights, claims, interests and entitlements of the Vendor in respect of the said Flat, subject to the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT FOR SALE AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

1. The VENDOR agrees to sell, transfer and assign and PURCHASER agrees to purchase all that piece and parcel of **Flat No. 406**, Saleable built-up area admeasuring 57.71 Sq. Mtrs. i.e. 621 Sq. Fts. On 4th floor, in the building known as “VAISHNAVI HEIGHTS”, constructed on the land bearing Survey No. 5 Hissa No. 2/4/1/8 admeasuring 00 Hectare 05 Ares i.e. 500 Sq. Mtrs. situated at Village Undri within the registration District Pune, Sub-Registration District Taluka

Haveli, Taluka Haveli and within the local limits of Pune Municipal Corporation. The said Flat is the subject matter of this Agreement and the same is more particularly described in the Schedule II given hereunder.

2. **TOTAL CONSIDERATION:**

3. The VENDOR agrees to sell, and the PURCHASER agrees to purchase, the said Flat together with all rights, title and interest of the Vendor therein, for a total lump sum consideration of Rs. 16,00,000/- (Rupees Sixteen Lakh Only). Out of the said consideration, the PURCHASER has today paid a sum of Rs. 4,00,000/- (Rupees Four Lakh Only) to the VENDOR as part consideration, the receipt of which the VENDOR hereby acknowledges and admits. The balance consideration of Rs. 12,00,000/- (Rupees Twelve Lakh Only) shall be paid by the PURCHASER to the VENDOR at the time of execution and registration of the Deed of Assignment, against execution and registration thereof in favour of the PURCHASER.

4. **AMOUNT PAID ON THIS AGREEMENT FOR SALE:**

Sr. No.	Amount	Particulars
1	4,00,000/- (Rupees Four Lakh only)	Paid by Purchaser to Vendors dated 30/08/2026 vide Cheque No: 205289 transferred to the account of Vendor in _____ Bank _____, Branch-_____, Bank A/c No._____.
Total	4,00,000/- (Rupees Four Lakh only)	

The purchaser has paid the said amount as part of consideration of the said flat and the VENDOR hereby admits and acknowledges the receipt of the said amount and discharge the purchaser from every part thereof.

5. **PERMISSIONS AND CONSENTS:**

It is agreed between the parties that, before the execution of the Final Conveyance the VENDORS shall obtain any NOC/ permission / no objection from any authority, person is required for completing the transaction and for conveying further and absolute and clear title in the said Flat / Unit unto the PURCHASER he shall do, execute and perform and cause to be done, executed and performed all such acts, deeds and things as shall be necessary before the final Deed of Assignment.

6. **POSSESSION:**

a) It is hereby agreed and mutually understood by and between the Parties hereto that the Vendor shall hand over and deliver vacant, peaceful and physical possession of the said Flat to the Purchaser simultaneously with and on the date of execution and registration of the Deed of Assignment in respect of the said Flat. The Vendor shall ensure that, on such date, the said Flat is vacant and

- free from the Vendor's occupation, possession and belongings. The Purchaser shall be entitled to take over and assume possession of the said Flat upon execution and registration of the Deed of Assignment, and the delivery and acceptance of possession shall be duly acknowledged by both Parties in writing.
- b) Upon payment of the entire agreed consideration and upon execution and registration of the Deed of Assignment and completion of the transaction contemplated under this Agreement for Sale, the Purchaser shall become the absolute owner of and shall be entitled to use, occupy, possess, enjoy and otherwise deal with the said Flat as the absolute owner thereof, together with all rights, title, interest, benefits and appurtenances attached thereto. The Purchaser shall be entitled to sell, transfer, assign, lease, mortgage, encumber or otherwise dispose of or deal with the said Flat in such manner as the Purchaser may deem fit and proper, subject to the provisions of applicable laws and the bye-laws, rules and regulations of the concerned Co-operative Housing Society.
- c) The Vendor has satisfied the Purchaser regarding the good and marketable title of the Vendor to the said Flat and has furnished the relevant documents and satisfactorily answered all reasonable queries raised by the Purchaser. The Purchaser, being fully satisfied with the same, has agreed to purchase the said Flat on the terms and conditions contained herein.
- d) The Vendor represents and confirms that the said Flat is free from all encumbrances, charges, liens, claims, demands, attachments, litigation, disputes and liabilities of any nature whatsoever and is not subject to any acquisition, requisition, reservation or proceedings by any Government, Semi-Government, Local or Competent Authority. The Vendor further confirms that no third party has any right, title, interest, claim or demand in respect of the said Flat and that the Vendor has valid and absolute right, title, interest and authority to sell, transfer and assign the said Flat in favour of the Purchaser and to execute this Agreement for Sale.
- e) All outgoings, dues and charges in respect of the said Flat, including electricity, water, society maintenance charges, municipal/property taxes and applicable statutory levies and taxes, up to the date of delivery of possession shall be borne and paid by the Vendor. From and after the date of delivery of possession, all such outgoings, dues, charges and liabilities shall be borne and paid by the Purchaser.
- f) In the event of cancellation or termination of this Agreement for any reason attributable to the Vendor, the Vendor shall forthwith refund to the Purchaser the entire amount paid by the Purchaser under this Agreement, without any deduction, together with such interest, if applicable, as may be mutually agreed between the Parties.
- g) In the event of any litigation, claim, dispute, loan, mortgage, charge, lien or other liability relating to the said Flat arising from any act, omission or liability

of the Vendor prior to the execution and registration of the Deed of Assignment, the Vendor shall, at his/her own cost and expense, clear, settle and resolve the same and shall keep the Purchaser fully indemnified against all losses, costs, expenses, claims and liabilities arising therefrom.

7. **THE VENDOR HAS REPRESENTED AND ASSURED THE PURCHASER THAT:**

- a) The Vendor is the absolute holder and owner of the perpetual occupancy rights in respect of the said Flat, and no other person has any right, title, interest, claim or demand of any nature whatsoever therein.
- b) The Vendor has been in exclusive, continuous and peaceful possession and occupation of the said Flat since the date of delivery of possession thereof, without any interruption or objection from any person.
- c) The Developer/Builder/Contractor who constructed the said building has no claim, right, title, interest or demand of whatsoever nature against the said Flat, the Vendor or the Vendor's predecessor-in-title.
- d) Upon taking possession of the said Flat simultaneously with the execution and registration of the Deed of Assignment, the Purchaser shall be entitled to peacefully occupy, possess and enjoy the said Flat without any claim, objection, interference or interruption from the Vendor or any person claiming through or under the Vendor.
- e) The Vendor acknowledges that the Purchaser has agreed to purchase the said Flat relying upon the representations and assurances of the Vendor. In the event of any defect or deficiency in the title to the said Flat, the Vendor shall, at his own cost and expense, rectify and clear the same and shall fully indemnify and keep indemnified the Purchaser against all losses, claims, costs, expenses and liabilities arising therefrom.
- f) Upon execution and registration of the Deed of Assignment, the Vendor shall hand over to the Purchaser the original Agreement for Sale executed between the Vendor and the Builder/Developer, together with all other original title documents and papers relating to the said Flat in the Vendor's possession or custody, if any.
- g) The Vendor shall, whenever reasonably required by the Purchaser, execute and sign all such deeds, documents and writings as may be necessary for completing, confirming and perfecting the Purchaser's title to the said Flat, at the cost and expense of the Purchaser.
- h) The stamp duty, registration fees and all other charges, costs and expenses payable in connection with the execution and registration of this Agreement for Sale shall be borne and paid solely by the Purchaser.
- i) The VENDOR shall obtain and provide the necessary No Objection Certificate (NOC) from the Society in respect of the said Flat. The VENDOR shall also, at his own cost and responsibility, ensure that the electricity

connection is installed and the electric meter is duly installed and made operational for the said Flat. Further, the VENDOR shall hand over to the PURCHASER the original covered parking allotment letter/document relating to the said Flat at the time of execution and registration of the Deed of Assignment.

- j) The Vendor shall sign and execute all necessary applications, forms, declarations and other documents required for transfer of the Society Share Certificate, if any, relating to the said Flat in favour of the Purchaser and shall provide all necessary cooperation for completing such transfer upon and after execution and registration of the Deed of Assignment.
- k) The Purchaser shall bear and pay all legal fees, professional charges, registration charges, incidental expenses and other costs arising in connection with the preparation, execution and registration of this Agreement for Sale.
- l) This Agreement for Sale shall be governed by and construed in accordance with the provisions of the Maharashtra Ownership Flats Act, 1963, and the rules and regulations made thereunder, as applicable.

8. VALUATION FOR THE PURPOSES OF STAMP DUTY:

The Government Valuation of the said Flat being higher than the agreed consideration, the stamp duty has been duly calculated and paid on the basis of the Government Valuation, in accordance with Article 25(d) of the Bombay Stamp Act, 1958.

SCHEDUEL - I

(DISCRIPTION OF SAI LAND)

ALL THAT PIECE AND PARCEL of land bearing Survey No. 5 Hissa No. 2/4/1/8 admeasuring 00 Hectare 05 Ares i.e. 500 Sq. Mtrs. situated at Village Undri within the registration District Pune, Sub-Registration District Taluka Haveli, Taluka Haveli and within the local limits of Gram panchayat Undri which is collectively bounded as follows:

EAST : By property of Mr. Prakash Prayagkar.
SOUTH : By property of Mahadeo Bhagat & Hiranman Ramteke.
WEST : By Road Pisoli-Hadapsar.
NORTH : By building of Kargil Heights.

SCHEDULE – II

(DISCRIPTION OF FLAT)

Flat No- 406, on 4th floor admeasuring salable built-up area 621 sq. fts. i.e.57.71 Sq. Mtrs. the area of balconies, proper ternate area of staircase, lobbies, landings, passages and other common areas of the project known as “**VAISHNAVI HIGHTS CO-OPERATIVE HOUSING SOCIETY LIMITED**”, constructed on the land more particularly described in schedule-I written herein above and flat is bounded as follows:

- EAST** : Flat No. 401.
- SOUTH** : Flat No. 405.
- WEST** : Undri-Pisoli Road.
- NORTH** : Kargil Heights.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE 30th of AUGUST 2026 HEREINABOVE WRITTEN:

SIGNED, SEALED AND DELIVERED by within named “ VENDOR ”		
PHOTO	THUMB	SIGN
MRS. SWATI DEVKUMAR KAKADE.		

...PARTY OF THE FIRST PART

SIGNED, SEALED AND DELIVERED by within named “ PURCHASER ”		
PHOTO	THUMB	SIGN
MR. MANAS RAJAN KESAB CHANDRA DALAI.		

...PARTY OF THE SECOND PART

IN THE PRESENCE OF:

Witness No. 1		Witness No. 2	
Sign		Sign	
Name		Name	
Address		Address	