

AGREEMENT TO SALE

THIS **AGREEMENT TO SALE** IS MADE AND EXECUTED AT PUNE ON THIS **12th** DAY OF **OCTOBER** IN THE YEAR **2026**.

BETWEEN

MR MR. VIRENDRA KUMAR VARMA

S/O. KISHORE SINGH VARMA,

Pan No. **ADKPV6728R,**

Age-51 Years, Occ.-Service.

R/at. Khushnuma Bungalow, S. No. 230/B,

Plot No. 12, Sanjay Park, Lohogaon,

Pune 411 032.

Hereinafter called the “**Transferors/Vendor**”

(Which expression shall unless repugnant to the context mean & include their heirs, executors, administrators and assigns etc.)

..... Party of The First Part;

AND

MR. SAMEER AKBAR SHAIKH

Age- 33 years, Occupation: Business.

PAN. **CSDPS6489L**

MRS. SHAHISTA SAMEER SHAIKH

Age- 27 years, Occupation: Housewife

PAN. **PVIPS4270N**

Both Residing at: Sr. No.27 Munjaba wasti, near moze school,

Dhanori, DIST: Pune-411015.

Hereinafter referred to as the “**Purchaser/Transferees**”

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns etc.).

..... Party of The Second Part;

(The Vendor and Purchaser are hereinafter collectively referred to as “Parties” and individually as “Party”).

A. All that piece and parcel of land being **Plot No. 12**, admeasuring about **5,460 Sq. Ft.**, equivalent to **507.24 Sq. Mtrs.**, i.e. **5.46 Ares**, having **Revenue Assessment of 7 Paise**, carved out of and forming part of **Survey No. 2308, Hissa No. 4/2**, situated at **Village Lohegaon, Taluka Haveli, District Pune**, within the limits of **Pune Municipal Corporation** and within the jurisdiction of the **Sub-Registrar, Pune**. (Hereinafter referred as **“Project Land Property”**).

B. Thereon constructed Society known as **“SHAH ASCEND CO-OPERATIVE HOUSING SOCIETY LTD”**, a registered Co-Operative Housing Society registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, having Registration No. **PNA/PNA(5)/HSG(TC)/17364/2016-17** dated **08/07/2016**. (Hereinafter referred to as the **“Said Society”**).

C. Thereon constructed **Residential Flat No. 201**, situated on the **2nd Floor**, admeasuring a **Built-up Area of about 865 Sq. Ft.**, equivalent to **80.36 Sq. Mtrs.**, inclusive of the attached terrace, together with the proportionate undivided share in the **common areas and facilities**, including common passage, staircase, terrace, landing, lift, etc., along

with **one covered car parking space bearing No. 201**, in the building known as **“SHAH ASCEND”** in the society known as **“SHAH ASCEND CO-OPERATIVE HOUSING SCOCIETY LTD”**. situated at **Village Lohegaon, Taluka Haveli, District Pune**. (Hereinafter referred to as the **“Said flat Property”**).

HISTORY / BACKGROUND OF TITLE

WHEREAS All piece and parcel of Plot No. 12 admeasuring about 5460 sq. ft. equivalent to 507.24 sq. mtrs. i.e. 5.46 Are, Revenue 7 paise out of S. No. 2308 Hissa No. 4/2 situated in village Sanjay Park, Lohegaon, Taluka Haveli, District Pune within the limits of Sub Registration District Pune and within the jurisdiction of Municipal Corporation Pune more described in schedule I below and is referred to as the said property for the said of brevity.

AND WHEREAS the said land bearing S. No. 230B Hissa No. 4/2 admeasuring about 1 acre 32 Are was jointly owned by Kamesh Kumari Anand & Mrs. Swarna Surendra Kumar Anand. They applied for pxotting of said land to the Talathi, Lohegaon because said land was not usable to take crops since long year ago and hence the said land is divided into various plot. At that time the said owners have also kept open space admeasuring about 10548 sq. ft. for road & said mutation entry No. 4730 was effected to the record of rights with Talathi Lohegaon on 06/12/1970. Thereafter the said landowners Irave sold out plot No. 11 & 12 admeasuring about 5460 sq. ft. each through their power of Attorney holder Mr. Devendra Kumar Hansraj Anand to Shri Bhiku Chimaji Kamble on 06/04/1973 to and for Rs.

1500/- and the said transaction was mutated in the said 7/12 extract vide mutation entry No. 4986 is affected on 06/05/1973.

Thereafter, the said owner Mr. Bhiku Chimaji Kamble has sold out the said plot No.11 & 12 and property of Kedgaon, Dist. Ahmednagar to Mr. Gangadhar Ganpat Ghule on 06/04/1973 to and for Rs. 92,500/- and hence said mutation entry No. 4947 is affected on 06/05/1973. Thereafter the said owner Mr. Gangadhar Ganpat Ghule through his power of attorney holder Mr. Devendrakumar Hansraj Anand has sold out the said plot No.12 to Nariman Sorabji Nariman and Ms. Faraini Narimal Narimen on 06/04/1972 to and for Rs. 4,356/- and the said sale deed is registered in the office of Sub Registered Haveli No. 1 Pune under serial No. 1535/72 on 30/08/1972 hence the said mutation entry No. 4949 is affected on 06/05/1973. Thereafter said owners Narim allas Nariman Sorabi Nariman and Ms. Farainl Narimal Narimen allas Mrs. Feddy J Ankelesarla through her power of attorney holder Narima allas Narimal Sorabji Nariman has sold out the said Plot No. 12 to Mr. Shivaji Dagdu Dumbre vide duly registered Sale Deed dated 01/02/1983 registered in the office of Sub Registrar, Haveli No. 2 Pune under Serial No. 738 on 01/02/1983 to and for Rs. 4500/- on the said basis of said Sale Deed effect was given to the record of rights of the said land and mutation entry No. 10378 is certified on 11/10/1983.

As per the Sale Deed dated 28th August 2008 which was duly registered in the office of Sub Reg. Haveli No. 8 Pune under serial No. 5646/08 on 28/08/2008 the said Mr. Shivaji Dagdu Dumbre sold the said plot to Dr. B.S. Pathan. On the said basis the said

Sale Deed effect was given to the record of rights of the said land and mutation entry No. 27389 is certified on 26/12/2008.

As per the Sale Deed dated 9th September 2008 which was duly registered in the office of Sub Reg. Haveli No. 12 Pune under serial no. 7408/08 on 09/09/2008 the said Dr. B.S. Pathan sold the said plot to M/s. Shah Constructions Promoters and Builders a proprietary firm having its registered office at 440/441 Mangalwar Peth Pune through its proprietor Mr. Harun Rashid Shah Mohammed Khan. But due to typing mistake in the said sale Deed the area of property bearing Plot No. 12 admeasuring about 5460 is wrongly mentioned it was corrected as plot No.12 admeasuring about 5460 sq. ft. i.e. 507.24 sq. mtrs. i.e. 5.46 Are as per the correction Deed dated 24th July 2009 which is duly registered in the office of Sub Reg. Haveli No. 8 Pune under serial No. 5336/09 on 24/07/2009. On the said basis the said Sale Deed effect was given to the record of rights of the said land and mutation entry No. 27390 is certified on 10/01/2009.

By virtue of the said Sale Deed the said M/s. Shah Constructions Promoters and Builders a proprietary firm having its registered office at 440/441 Mangalwar Peth Pune through its proprietor Mr. Harun Rashid Shah Mohammed Khan i.e. Promoters or the developers have the sole and exclusive rights any authority to develop the said property and to construct a multi storied building & to sale the same to prospective purchaser/s. The said Promoters also appointed Mayur Narayanrao Bhupal Architect to get the building plans etc for construction of new multi storied building of "SHAH ASCEND" prepared and sanctioned from the

concerned local authorities and to supervise the entire construction work of the building project.

The Promoters through their Architect Mayur Narayanrao Bhujbal submitted the plans for construction of new multi-storied building to Pune Municipal Corporation and also got commencement Certificate No. CC/2383/09 of LOH/DD12/09 New for Residential Type on 29/02/2009.

The Promoters have also obtained the permission for Non-Agricultural use of the said Plot from the Divisional Officer Pune sub-Division Pune under its No. NA/SR/III/183/2009 dated 05/06/2010.

AND WHEREAS by virtue of an aforesaid Sale Deed of the said plot, The Promoter alone has sole and exclusive rights, title, interest and authority to develop the said land and to construct a building project thereupon and to sell various types of tenements etc. in the proposed building project and to enter into various agreements with the prospective Purchaser/s and to receive the sale-proceeds in respect thereof.

AND WHEREAS the developers have got the various clearance and other necessary required permissions from the Pune Municipal Corporation.

AND WHEREAS the Developer has got the plans sanctioned from the concerned authority i.e. Pune Municipal Corporation. The plan, specifications, elevations, section and details of the said building. The said Pune Municipal Corporation has issued the Commencement Certificate in favour of the said developer. The said Commencement Certificate bearing No. CC/2383/09 OF

LOH/DD12/09 New for Residential Type on 29/02/2009 is annexed herewith.

AND WHEREAS while sanctioning the said plans the Pune Municipal Corporation has laid down certain terms, and conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and upon due observance performance of which only the completion and occupation certificate in respect to the said building shall be granted by the said authority.

AND WHEREAS the Flat Purchaser demanded from the Developer and the Developer have given inspection to the Flat, Purchaser of all documents of title relating to the said property, the development Agreement, the plans, Designs and specifications prepared by the developers, Architect and of such other documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion, Construction, Sale Management and Transfer) Act 1963 and rules made there under.

AND WHEREAS the copy of Certificate of title issued by the Advocate of the Developers copies of property card showing the nature of the title of owners i.e. developers themselves to the said property on which the flats are constructed or to be constructed, and the copies of plans and specifications of the flats agreed to be purchased by the flat purchaser approved by the concerned authority.

AND WHEREAS The Purchaser/s has before the execution of these presents independently scrutinized the foregoing documents with the help of his/her/their Advocate and has completely satisfied himself in respect of the rights and title of

the owners and The Promoter to the said land, the rights of The Promoter to construct a building project thereon and sell the same and due compliance by The Promoter of the relevant provisions contained in the said Acts and Rules.

AND WHEREAS the developer thereafter decided to develop the said land by constructing a residential building consisting of ownership flats under the project known as **“SHAH ASCEND”**.

AND WHEREAS, the Promoter completed construction of the project known as **“SHAH ASCEND”** and obtained Occupancy Certificate from Pune Municipal Corporation (PMC) vide Certificate No. **8311/2/सं/120 (Certificate No. 07450) dated 24/02/2011**.

AND WHEREAS The Developers **M/s Shah Construction Promoters and Builders through Harun Rashid Shah Mohammad Khan** sold the said flat to **Mr. Virendra Kumar Varma S/o Kishor Singh Varma** vide Agreement for Sale which was registered in the office of sub registrar Haveli No.08 Serial No. 7787/2010 on dated 31/07/2010. In this manner, **Mr. Virendra Kumar Varma S/o Kishor Singh Varma** has become the absolute and lawful owners of the said Flat and is fully seized and possessed thereof.

AND WHEREAS the present vendor so desired to sell out the said flat to Purchasers Accordingly he put the said flat on sale. Consequently, coming to the notice of the above fact that the vendor intends to sell the flat, the purchasers approached to the vendor.

AND WHEREAS accordingly the vendor declared that the said flat belonged to him exclusively and absolutely which is his own

acquired property and said flat is free from all other encumbrances of whatsoever nature **except** and is not subject to lease pendency or attachment and which is without any encumbrance including sale, exchange, mortgage, gift, possession, lease, lien, or otherwise in the said shares/said flat.

AND WHEREAS Accordingly in the negotiations and talk that took place on the vendor agreed to sell the said flat to the purchaser. The consideration- sale price of the said flat was fixed at the total sum **Rs. 60,00,000/- (Rupees Sixty Lakh Only).**

AND WHEREAS The Vendor hereby Sale/Transfer unto the Purchaser all the titles, interests, rights, benefits in respect of the said **Flat No. 806** on the **8th Floor**, in the building/scheme known as **“THE PRESTIGE AVENUE”**, **admeasuring 633 Sq.Ft. i.e. 58.77 Sq.Mtrs. Carpet Area, together with attached Terrace admeasuring 112 Sq.Ft. i.e. 10.36 Sq.Mtrs. Carpet Area with puzzle car parking BC-6**, situate Village Pashan, Taluka Haveli, District Pune, within the Registration District Pune, Sub-Registration District Haveli and within the local limits of **Pune Municipal Corporation.** -Along with all the fittings fixtures and amenities and also use of common stairs, and more particularly described in Schedule II for total consideration of **Rs. 60,00,000/- (Rupees Sixty Lakh Only).**

AND WHEREAS the Vendor in pursuance to the said agreement agreed to execute the Agreement to Sale of the said Flat in favor of the Purchaser. The price being the reasonable, the Vendor agreed to sell and transfer all their rights, title and interest in the said Flat unto the Purchaser on the terms and condition more particularly mentioned here under.

NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1.VENDORS AGREE TO SELL:

That, the Vendor agrees to transfer all their rights, benefits and amenities to the Purchaser and the Purchaser agreed to take over all rights, benefits and amenities to acquire by purchase the said **Residential Flat No. 201**, situated on the **2nd Floor**, admeasuring a **Built-up Area of about 865 Sq. Ft.**, equivalent to **80.36 Sq. Mtrs.**, inclusive of the attached terrace, together with the proportionate undivided share in the **common areas and facilities**, including common passage, staircase, terrace, landing, lift, etc., along with **one covered car parking space bearing No. 201**, in the building known as **“SHAH ASCEND”** in the society known as **“SHAH ASCEND CO-OPERATIVE HOUSING SCOCIETY LTD”**. situated at **Village Lohegaon, Taluka Haveli, District Pune** -Along with all the fittings fixtures and amenities and also use of common stairs, and more particularly described in Schedule II.

2.TOTAL CONSIDERATION:

The Vendor agrees to sell and the Purchaser agrees to purchase the said Flat along the rights of the Vendor under the Agreement for a total lump sum consideration **Rs. 60,00,000/- (Rupees Sixty Lakh Only)**.

3. PAYMENT SHEDULE:

The Purchaser has paid / shall pay to the Vendor, the amounts, in the following manner:

AMOUNT	DETAILS
Rs./-	(Rupees Only) the purchaser paid to the Vendor through online transaction no. Dated 18/09/2026 in Favour of the Vendor receipt of the amount whereof, is hereby admitted by the Vendor.
Rs./-	(Rupees Only) the purchaser paid to the Vendor through online transaction no..... Dated in Favour of the Vendor receipt of the amount whereof, is hereby admitted by the Vendor.
Rs...../-	(Rupees Only) Agreed to pay by the Purchasers Through Bank loan in Favour of the Vendors receipt of the amount whereof, is hereby admitted by the Vendors. To be Paid by availing loan from Bank within 30 days of execution of this Agreement.
Rs. 60,00,000/-	Total Rupees Sixty Lakh Only.

The Purchaser will pay total loan amount till this agreement, as mentioned above for the said Flat and the Vendor hereby admits and acknowledges the receipt of the said amount.

3.PAYMENT OF BALANCE CONSIDERATION:

The Purchaser Shall Pay to The Vendor balance consideration **Rs./-** within the period of 30 days on execution of this AGREEMENT subject to sanction of Loan from any Bank or any Financial Institutes or Personal Funds and simultaneously the Assignor/ Vendor shall execute the final Conveyance I.e. Deed of Assignment/ Sale Deed/ Deed of Transfer/ Final Deed in favour of the Assignee/ Purchaser/ Transferees on the same day.

4.VENDOR TO EXECUTE THE DEED OF ASSIGNMENT/ SALE DEED:

The Vendor shall execute the final conveyance in the name of the Purchaser only.

5.POSSESSION:

After receiving full and final consideration the Vendor has agreed to deliver vacant and peaceful possession to the Purchaser.

6.DEFAULT CLAUSE:

However, in the event of default by the **Vendor**, the Vendor shall refund to the Purchaser the entire amount received till the date of such default, together with interest thereon at the prevailing bank rate, calculated from the date of receipt of such payment till the date of actual refund. The Vendor shall make such refund within **7 (seven) days** from the date of cancellation of this Agreement.

7.DECLARATION OF THE TITLE:

The Vendor hereby declare that he has alone have the right, title and interest in the said Flat and he alone authorized to transfer the same unto the Purchaser. In case, any claim is made by any person on the said Flat, the Vendor agrees to clear such claim/s and shall make the said Flat marketable at his own costs and further keep the Purchaser indemnified from all losses.

8.PURCHASER TO BEAR STAMP DUTY:

The Stamp Duty, Registration charges, Advocate Fees, and all other ancillary costs as required or that may be required to complete the transaction and to execute the conveyance shall be borne by the Purchaser only.

9.VENDORS TO CLEAR TAXES / CHARGES:

All the outgoings such Taxes, Assessments, Cesses, Government Taxes, M.S.E.B. Charges, Water Charges and such other Society Maintenance charges etc. till the final Conveyance in favor of the Purchaser is to be borne and paid by the Vendor and the Purchaser shall be liable to pay the same thereafter. The parties agree that they shall keep the other party indemnified from any such claims or liabilities.

10.PURCHASER ENTITLED TO RAISE LOAN:

The Purchaser is entitled to raise loan or create charge on the said Flat, by way of mortgaging the said Flat to any Bank or Financial Institution, without any further consent from the Vendor. However, if the Purchasers requires the same, the Vendor shall give the consent for raising such loan or creating charge over the said Flat. The repayment of the loan shall be the

sole responsibility of the Purchaser and the Vendor shall not be liable for the same.

11.VENDORS TO MAKE APPLICATION:

The Vendor assure and agree that on execution of the final Conveyance, they shall sign all the necessary applications and writings, as and when necessary, to the MSEB to meter transfer, or any other Competent Authority or any person/s and shall get the said Flat, or cause to get the said Flat, transferred in the name of the Purchaser and further do all such acts, deeds and things necessary for conferring absolute and better title in the said Flat unto the Purchaser.

12.VENDORS TO DELIVER ALL DOCUMENTS: -

The Vendor agree that he shall deliver to the Purchaser all the necessary documents and writings regarding the said Flat, which are in his custody. The Vendor further undertakes to deliver or cause to deliver to the Purchaser, all the documents, deeds and writings which may be found in his custody as required by the Purchaser/ financiers bank as the case may be.

13.The Vendor shall hand over documents of title in respect of the said flat to the Purchaser along-with possession of the said flat, on payment of balance consideration.

14.The present Agreement to Sale shall be subject to the provisions of Maharashtra Ownership Flats Act 1963 and rules there- under. The Purchaser shall join Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act 1960 or Condominium/Association of Apartment Owners under the provisions of Maharashtra Apartment

Ownership Act 1970 that may be formed by the Developer and the Flat-Purchaser subsequently.

15.That the Purchaser has agreed and understood that consequent to this purchase he will have to become member of body of association and they would be bound by all the rules and bye-laws and agrees to follows the same.

SCHEDULE – I

(DESCRIPTION OF THE SAID PLOT/LAND)

All that piece and parcel of land being **Plot No. 12**, admeasuring about **5,460 Sq. Ft.**, equivalent to **507.24 Sq. Mtrs.**, i.e. **5.46 Ares**, having **Revenue Assessment of 7 Paise**, carved out of and forming part of **Survey No. 2308, Hissa No. 4/2**, situated at **Village Lohegaon, Taluka Haveli, District Pune**, within the limits of **Pune Municipal Corporation** and within the jurisdiction of the **Sub-Registrar, Pune**, and bounded as follows:

On or towards the East: By Plot No. 11.

On or towards the South: By Road.

On or towards the West: By the remaining property of the said Survey No.

On or towards the North: By Plot No. 1.

SCHEDULE II
(Description of the Said Flat)

All that **Residential Flat No. 201**, situated on the **2nd Floor**, admeasuring a **Built-up Area of about 865 Sq. Ft.**, equivalent to **80.36 Sq. Mtrs.**, inclusive of the attached terrace, together with the proportionate undivided share in the **common areas and facilities**, including common passage, staircase, terrace, landing, lift, etc., along with **one covered car parking space bearing No. 201**, in the building known as “**SHAH ASCEND**” in the society known as “**SHAH ASCEND CO-OPERATIVE HOUSING SOCIETY LTD**”. situated at **Village Lohegaon, Taluka Haveli, District Pune**, within the limits of **Pune Municipal Corporation** and within the local limits of Sub-Registrar Haveli, Pune.

IN WITNESS WHEREOF the parties hereinto have put and subscribed their hands the day and year first hereinabove written.

NAME & SIGN	THUMB	PHOTO
MR. VIRENDRA KUMAR VARMA S/O. KISHORE SINGH VARMA, SIGNED, SEALED & DELIVERED by within named ‘VENDOR/SELLERS’		
MR. SAMEER AKBAR SHAIKH SIGNED, SEALED & DELIVERED By within named ‘PURCHASER’		
MRS. SHAHISTA SAMEER SHAIKH SIGNED, SEALED & DELIVERED By within named ‘PURCHASER’		

WITNESSES: -

1. SIGN:

NAME:

ADDRESS:

2. SIGN:

NAME:

ADDRESS: