

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this _____ day of September 2026

BETWEEN

I. 1. MR. PRASAD SUKHDEV GURAV, Age: 41 years, Occ: Service, PAN: AIKPG6484C, Aadhar No: 292408369616

2. MRS. SWATI PRASAD GURAV, Age: 40 years, Occ: Service, PAN: BLOPG4255R, Aadhar No: 597511967326

Both residing at Flat No. 504, Building-X, Rohan Mithila, Survey No. 229, Airport Road, Viman Nagar, City: Pune, PIN Code: 411014, State: Maharashtra, Country: INDIA

Hereinafter collectively to be referred to or called as **"VENDORS / TRANSFEROR"** and individually to be referred as **"VENDOR NO. 1"**, & **"VENDOR NO. 2"** (which expression repugnant to the context or meaning thereof shall mean and include he, himself, his heirs, executors, assignees). **PARTY OF THE ONE PART**

AND

MR. VEDPRAKASH OMPRAKASH SHARMA, Age: 51 years, Occ: Service, PAN: AWRPS3658P, Aadhar No: 233907208190, residing at: Flat No. J-101, Roystonea, Magarpatta City, Pune 411028

Hereinafter to be referred as **"PURCHASER"** (Which expression unless repugnant to the context or meaning thereof shall mean and include the Purchaser he/himself his heirs, executors, administrators etc.) **PARTY OF THE OTHER PART**

WHEREAS

A. Mr. Mahesh Fatechand Thakur was the owner and possessor of all that piece of land, being Sub-Plot No. B-3 admeasuring 752 Sq. Mtrs. whereas Mr. Hardeep Mahesh Thakur was the owner and possessor of all that piece of land, being Sub-Plot No. B-4 admeasuring 721.72 Sq. Mtrs. total admeasuring 1473.72 Sq. Mtrs from and out of Survey No. 211 Hissa No. 2B and having corresponding City Survey No. 2107/1 to 32, situated at village Yerawada, Taluka Pune City, Dist Pune and situated within limits of Pune Municipal Corporation and which is more particularly described in **Schedule-I** written hereunder and hereinafter referred as **"Said Land"** as their self-acquired property being free from all encumbrances, charges or claims and name of aforesaid owners was shown in revenue record as the owners and possessors of the Said Land.

B. Vide Articles of Agreement dated 07/05/1997, which is duly registered in the office of Sub-Registrar, Haveli No. 8, Pune at Serial No. 2935/1997, Mr. Mahesh Fatechand Thakur assigned/transferred the development rights of Sub-Plot No. B-3 admeasuring 752 Sq. Mtrs. out of Said Land with vacant and peaceful possession in favour of M/s. Trump Constructions through Partners Mr. Mohnish S Thadani (**"Developer"**) for the consideration mentioned therein. Additionally, the aforesaid owners also granted a Power of Attorney dated 07/05/1997, which is duly registered in the office of Sub-Registrar, Haveli No. 8, Pune at Serial No. 2936/1997, in favor of Developer to efficiently execute and complete the development work of Sub-Plot No. B-3 out of the Said Land.

C. Vide Articles of Agreement dated 15/05/1997, which is duly adjudicated by the Collector of Stamps Pune under case no. Adj/320/97 on 03/07/1997, Mr. Hardeep Mahesh Thakur assigned/transferred the development rights of Sub-Plot No. B-4 admeasuring 721.72 Sq. Mtrs. out of Said Land with vacant and peaceful possession in favour of Developer M/s. Trump Constructions through Partner Mr. Mohnish S Thadani for the consideration mentioned therein. Additionally, the aforesaid owner also executed a Power of Attorney dated 15/05/1997 in favour of the said Developer

to efficiently execute and complete the development work.

D. The Developer thus being absolute possessor and development right holder of the Said Land decided to construct residential housing project on the Said Land and accordingly submitted layout and building plans of the proposed building to Pune Municipal Corporation for receiving sanction to the layout and building plans. Pune Municipal Corporation granted permission to commence building activity on the Said Land vide Commencement Certificate bearing no. DPO/2103/V/97 dated 22/09/1997 and vide Commencement Certificate bearing no. 6678 dated 25/06/2002. In furtherance to the aforesaid permission, the Collector Pune, Revenue Branch vide Order bearing no. PRN/NA/SR/80/III/97 dated 10/12/2997 granted its permission for using the Said Land for non-agriculture purpose.

E. Accordingly, upon receiving all requisite sanction and permissions from various governing authorities, the Developer commenced the construction of residential housing project under name and style "**INDRAPRASTHA**" consisting of Wing A & B having ground and five upper floors having 18 residential tenements on the Said Land ("**Project**"). The Developer decided to dispose-off the said tenements for consideration to the intending Purchaser under provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963.

F. Vide Agreement to Sale dated 26/07/2004 which is registered in Amnesty Scheme in Case No. 3291/08 on 08/04/2008, Developer agreed to sale Flat No. 401 situated on fourth floor of the 'B' Wing/building of the Project having built-up area admeasuring 212.56 sq. mtrs. i.e 2288 sq. ft., terrace 80.17 sq. mtrs. i.e 863 sq. ft. alongwith exclusive right of one car parking on the ground floor to Ms. Shobha Chatlani for consideration mentioned therein and which Flat B-401 is more particularly described in **Schedule-II** written hereunder and hereinafter referred as "**SAID FLAT**"

G. The Developer completed the construction of the project in all respect and in accordance with the sanctioned layout and building plans and accordingly obtained Occupancy Certificate form Pune Municipal Corporation bearing no. BCO/03/76 dated 18/09/2002.

H. Accordingly, upon receipt of Occupancy Certificate from Pune Municipal Corporation and payment of entire agreed consideration in furtherance of the Agreement, the Developer handed over the vacant and peaceful possession of Said Flat unto and in favour of Ms. Shobha Chatlani. Thus Ms. Shobha Chatlani became the absolute owner and possessor of the Said Flat.

I. Upon completion of the construction of the Project in all respects and in conformity with the approvals obtained, the Developer, together with Mr. Mahesh Fatechand Thakur and Mr. Hardeep Mahesh Thakur, submitted the Project in accordance with the provisions of Section 3 of the Maharashtra Apartment Ownership Act, 1970, and accordingly executed a Deed of Declaration dated 28th March 2003, which was duly registered with the Sub-Registrar of Assurances, Haveli No. 8, Pune, at Serial No. 1284 of 2003 on the said date. In furtherance of aforementioned Deed of Declaration, Said Flat became entitled for undivided share of 7.94% in the said Project.

J. Vide Deed of Apartment dated 27/07/2012 which is duly registered in the office of Sub-Registrar of Assurance, Haveli No. 11, Pune at Serial No. 6895/2012, Ms. Shobha Chatlani sold the Said Flat alongwith undivided share of 7.94% in the Project in favour of Mr. Alok Kumar Singh for consideration mentioned therein. Accordingly upon payment of entire agreed consideration Mr. Alok Kumar Singh became the absolute owner and possessor of the Said Flat.

K. Vide Deed of Apartment dated 06/07/2024 which is duly registered in the office of Sub-Registrar of Assurance, Haveli No. 23, Pune at Serial No. 15822/2024, Mr. Alok Kumar Singh sold the Said Flat alongwith undivided share of 7.94% in the Project in favour of Mr. Prasad Sukhdev Gurav & Mrs. Swati Prasad Gurav i.e the Vendors herein for consideration mentioned therein. Accordingly, upon payment of entire agreed consideration the Vendors Mr. Prasad Sukhdev Gurav & Mrs. Swati Prasad Gurav became the absolute owner and possessor of the Said Flat.

L. The Vendors have availed housing loan amount Rs. 2,42,00,000/- from Axis Bank Limited, Chatusringi Branch, Pune during the purchase of the Said Flat and as on date amount Rs. 2,32,00,000/- (Rupees Two Crore Thirty-Five

Only) is outstanding

M. AND WHEREAS the Vendors are thus absolutely entitled to or otherwise seized and possessed of the Said Flat and the Vendors have decided to transfer all rights, title and interest in the Said Flat, free from all encumbrances and upon settling all the existing loans, charges, claims and demands, to any intending purchaser/s for consideration. The Purchaser were in need of a residential flat and upon knowledge of the Vendors intentions approached Vendors for acquiring the rights, title and interest of Said Flat to have, hold, possess and enjoy the Said Flat and all benefits attached to the Said Flat for total consideration of Rs. 4,01,00,000/- (Rupees Four Crores and One Lakh Only). The consideration amount offered by the Purchaser to the Vendors in respect of the Said Flat was highest amongst all the offers received by the Vendors & hence the Vendors decided to accept the offer of the Purchaser and decided to sell/dispose the Said Flat to the Purchaser for consideration of Rs. 4,01,00,000/- (Rupees Four Crores and One Lakh Only).

N. The Vendors herein has, represented & assured to the Purchaser that the Said Flat is his independent and self-acquired purchased property and Considering this aspect except the said Vendors, any other person has no right, title, interest in or towards the Said Flat and except the existing loan of Axis Bank Limited, the title of the Vendors to the Said Flat is clear and marketable and the Said Flat is free from all other encumbrance, charges etc. and the said Vendors admits and assure that he has completed all the transactions with the previous title owners in the respect of the Said Flat.

O. The Vendors assure that there is no dispute of whatsoever nature is pending between himself and the previous owners/Developers/Society and till today Vendors are actually seized and possessed of Said Flat as an owner thereof. Pursuant to the assurance given by the Vendor, the Purchaser decided to purchase the Said Flat on the terms and conditions decided between them.

P. Consequently, the terms were finalized and parties to this deed have decided to reduce the same into writing. Therefore, the Vendors are executing this present in favour of the Purchaser on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSIDERATION OF THE SAID FLAT: -

The Vendors herein has agreed to sale the Said Flat at or for total consideration of **Rs. 4,01,00,000/- (Rupees Four Crores and One Lakh Only)** and as per the request of the Vendors the aforesaid agreed consideration as agreed between Vendors and Purchaser has/have agreed to be paid in the following manner;

Amount	Payment Details
Rs. 32,00,000/-	Paid by Purchaser to Vendor No. 1 vide RTGS/Cheque No. _____, dated _____ drawn on _____ Bank, _____ Branch, Pune prior to the execution of this present.
Rs. 32,00,000/-	Paid by Purchaser to Vendor No. 2 vide RTGS/Cheque No. _____, dated _____ drawn on _____ Bank, _____ Branch, Pune prior to the execution of this present.
Rs. 3,37,00,000/-	The Purchaser's banker shall pay the outstanding loan amount directly to the Vendor's housing loan account with Axis Bank Ltd. for the purpose of closing the said loan account. This payment must be completed on or before the execution and registration of the final Deed of Assignment. The remaining balance of the sale consideration shall be paid directly to the Vendors.
Rs. 4,01,00,000/-	Rupees Four Crore and One Lakh Only)

The Vendors herein doth hereby admit, accept and acknowledge the receipt of Rs. 64,00,000/- (Rupees Sixty-Four Lakhs Only) and of and from the same and every part thereof forever acquit, release and discharge to the

Purchaser herein. The balance amount Rs. 3,37,00,000/- agreed to be paid by the

2. MARKETABLE TITLE:-

The Vendors herein declares that: -

- a)** The Said Flat is self-acquired purchased property of the Vendors herein and Vendors herein absolutely possessed the same free from any other encumbrance, charges or claims of whatsoever nature except the loan of Bajaj Housing Finance Limited.
- b)** The Vendors also declares that, they hereto before have not agreed to sale, lease, mortgage, or otherwise alienate the Said Flat or any part thereof to any other bank, financial institutions or any third party etc.,.
- c)** The Vendors herein further declare that; the Said Flat is also free from any persons right to maintenance and free residence and absolutely in the peaceful possession of the Vendor. No other person except the Vendors has any right, title, interests in or towards the Said Flat.
- d)** The Said Flat is not subject matter of any litigation before any Court or any authority under any law or the Said Flat is not attached in any Court procedure for whatsoever reason.
- e)** That, the Vendors are fully authorized and empowered to transfer/assign the right, title, interest of the Said Flat and to execute these presents.

On relying upon aforesaid assurances of the Vendor, the Purchaser has agreed to purchase the Said Flat for the consideration and on the terms and conditions set forth in this present.

3. RIGHTS AND OBLIGATIONS OF THE VENDOR: -

- a)** The Vendors herein shall sign any other applications, deeds, documents etc. as required by the Purchaser herein for the purpose to transfer/assign the Said Flat in the name of the Purchaser and extend full co-operation to record the name of the Purchaser as a Owners in the MSEDCL, Pune Municipal Corporation record within 7 days from final Deed of Assignment.
- b)** The Vendors herein has paid and discharged all outgoings in respect of the Said Flat including all taxes, cesses, dues, duties, water charges, if any, electricity charges etc. payable to the Pune Municipal Corporation, Pune or to State or Central Government or any other local authorities, till final Assignment Deed and if any arrears hereinafter transpire, the same be borne and paid by the Vendors herein.

4. RIGHTS AND OBLIGATIONS OF THE PURCHASER: -

- a)** It is specifically agreed by and between the parties hereto that till Deed of Final Assignment all the expenses towards the Said Flat i.e. property tax, all other outgoings in respect of the Said Flat, service tax, light bills, water bills, etc shall be paid by the Vendors and upon Deed of Assignment the Purchaser will be liable to pay the aforesaid bills.
- b)** It is specifically agreed by the Purchaser hereto that all expenses of this Agreement and Deed of Assignment including, title charges, registration fee, stamp duty, and advocate fee in respect of the Said Flat shall be borne and paid by the Purchaser.
- c)** At the time of this Agreement the Purchaser hereby agrees to become a member of the society / Association of Apartment / Condominium and abide by the laws, rules and regulations adopted by the said Society / Condominium, which it may adapt from time to time.

5. DELIVERY OF POSSESSION:-

a) Prior to the execution of the Deed of Assignment, the Purchaser shall settle the Vendors' outstanding housing loan with Axis Bank Limited. The Purchaser shall make the necessary part-payment directly to the bank to close the loan account on behalf of the Vendors. This payment shall be adjusted against the total sale consideration. Pursuant to the Final Deed of Assignment and receipt of balance consideration amount from the Purchaser, Vendors shall hand over vacant and peaceful possession of the Said Flat to the Purchaser herein with all doors, windows, plumbing material, electrical meter or any other equipment

b) The Vendors shall handover all the original documents of the Said Flat which have been received from the Axis Bank Limited pursuant to the closure of the loan and any other documents that are available in the custody of the Vendors to the Purchaser. Pursuant to the execution and registration of final Deed of Assignment, the Vendors shall have no any right, title, interest of whatsoever nature in the Said Flat and the Said Flat shall vest with the Purchaser as its absolute property free from claim of Vendors or any person acting on its behalf.

6. DECLARATION OF VENDORS AND PURCHASER: -

The Vendors and the Purchaser herein declare that this Agreement shall always be subject to the provisions of Maharashtra Ownership and Flats Act, 1963 (regulation of the promotion of the construction, sale, management and transfer) and Act, 1963 and Maharashtra Co-op. Societies Act 1960 and Rules and amendments made there under from time to time as well as the rules there under and/or any modifications and/or any re-enactment thereof and the rules or any other provisions of law.

7. EFFECT OF LAW:-

It is specifically agreed by and between the parties hereto that, in the event of any part of agreement or clause or clauses or part of the clause or clauses of this agreement being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations etc, then in that case the entire agreement shall not be treated as void-ab-initio but in such case the clause or clauses or part of the such clauses or clauses or part of this agreement shall unless not possible be severed from the rest of the clauses or part of the clauses or part of this agreement as if such clauses or clauses or part of the clauses or agreement never existed in this agreement.

8. SPECIFIC PERFORMANCE:-

It is specifically agreed by and between the parties hereto that if either of the party commits any breach of this contract/agreement and does not perform his part of this contract, then in that case, other party shall have right to get specific performance through the court of law, against the party who commits the breach of this contract and in that case, the defaulting party shall bear his own expenses likely to be incurred by the other party and shall reimburse the same immediately to other party.

9. PLANS AND ANNEXURES:-

a) The Said Flat is shown on the plan annexed hereto as Annexure-1 and same shall be treated as a part and parcel of this present.

b) Copy of Index-II of Deed of Apartment dated 06/07/2024 registered in the office of Sub-Registrar of Assurance, Haveli No. 23, Pune at Serial No. 15822/2024 is annexed hereto as Annexure-2

c) Copy of Vendors Share Certificate issued by the Society in respect of Said Flat is annexed hereto as Annexure-3

d) Copy of the Occupancy Certificate received from Pune Municipal Corporation bearing no. BCO/03/76 dated 18/09/2002 is annexed hereto as Annexure-4.

e) Copy of the Photo ID of Vendors and Purchaser is annexed hereto as Annexure-5.

8. STAMP DUTY AND REGISTRATION FEE :-

As agreed between the Parties hereto all the expenses towards the Stamp duty, registration fees, cost of advertisement if any and incidental thereto shall be borne and paid by the Purchaser herein above. Accordingly, Purchaser has paid proper stamp duty Rs. 28,07,000/- and maximum registration fee Rs. 30,000/-

SCHEDULE-I

(DESCRIPTION OF THE SAID LAND)

All that piece and parcel of the area admeasuring about 752 sq. mtrs of Sub Plot No. B-3 and area admeasuring about 721.72 sq. mtrs of the Sub Plot No. B-4, both sub-plots out of S. No. 211 Hissa No. 2B, situated at Yerwada Pune 411 006, situated within the local limits of Pune Municipal Corporation and is situated within the Registration District of the Sub-Registrar, Tal Pune City, Dist. Pune and the same is bounded as follows:-

BOUNDARIES FOR THE PLOT NO. B-3

On or towards East: Sub Plot No. B-2
On or towards South: Plot No. B-4
On or towards West: S. No. 211/2/C
On or towards North: S. No. 211/1

BOUNDARIES FOR THE PLOT NO. B-4

On or towards East: 20 Ft. Road & Plot No. B-1
On or towards South: 30 Ft. Road
On or towards West: S. No. 211/1/C
On or towards North: Plot No. B-3.

SCHEDULE-II

(DESCRIPTION OF THE SAID PROPERTY/APARTMENT/FLAT)

All that piece and parcel of the Residential Apartment/Flat No.B-401, admeasuring 2288 Sq.fts., i.e. 212.56 sq.mtrs. Built-Up, along with adjoining Terrace admeasuring built up 863 Sq.fts., i.e. 80.17 Sq.Mtrs. on 4th floor in the Wing- B, along with right to use Covered Car Parking Space bearing No. B-401, in the Apartment known as "THE INDRAPRASTHA CONDOMINIUM" constructed on land bearing Sub-Plot No. B-3 & B-4 out of Survey No. 211/2, Hissa No. B, corresponding C.T.S. No.2107/1 to 32 of village Yerawada, Kalyani Nagar, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation, together with 7.94% undivided share in the property and right to use and enjoy common areas, amenities and facilities.

IN WITNESS WHEREOF the parties hereto have signed and subscribed their respective hands and seals on the day, month, year and place first hereinabove written

SIGNED, SEALED AND DELIVERED

By within named the VENDORS

MR. PRASAD SUKHDEV GURAV

MRS. SWATI PRASAD GURAV

II) SIGNED, SEALED AND DELIVERED

By within named the PURCHASER

MR. VEDPRAKASH OMPRAKASH SHARMA

IN THE PRESENCE OF:-

1. Sign _____

Name _____

Address _____

2. Sign _____

Name _____

Address _____