



AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS DATE ..TH DAY OF SEPTEMBER 2026 AT PUNE.

BETWEEN

Mr. RAKESH DINKAR KULKARNI

Age : 43 yrs **Occ:** Service

PAN NO. ASRPK7427L

Aadhaar No. 9891 2779 0751

R/at :- Flat Number 305, Shubh Laxmi Apartment, Roopsagar Road,
Opposite to Shubh Mangal Garden, Keshvnagar, Bhuwana,
Udaipur, Rajasthan - 313001

HEREINAFTER called as '**THE VENDOR**' (which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include his heirs, executors, administrators and assigns).

...PARTY OF THE FIRST PART

AND

1. Mr. OMKAR VISHNU DHURE

Age : 33 yrs **Occ:** Service

PAN NO. BFZPD5934F

Aadhaar No. 6453 6331 7229

THROUGH ITS POA HOLDER

Mr. VISHNU JOTIBA DHURE

Age : 67 yrs **Occ:** Service

PAN NO. AAYPD8499A

Aadhaar No. 2502 1543 3267

Residing at : - House no. 255/1, gurudatta housing society, marg no.
2, sahayognagar, post rupinagar, talawade haveli
Pune - 412114

2. Ms. NISHA PRAKASH MANKIKAR (Before Marriage Name)

Mrs. NISHA OMKAR DHURE (After Marriage Name)

Age : 38 yrs **Occ:** Service

PAN NO. BECPM8955B

Aadhaar No. 5283 0584 1383

THROUGH ITS POA HOLDER

Mr. VISHNU JOTIBA DHURE

Age : 67 yrs **Occ:** Service

PAN NO. AAYPD8499A

Aadhaar No. 2502 1543 3267

Residing at : - Gurudatta Housing Society, Po Rupeenagar,
House No. 1140100255, Behind Ganpati Mandir,
Sahyog Nagar, Talwade, Pune - 412114

HEREINAFTER called **‘THE PURCHASERS’** (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.

WHEREAS the **VENDOR** are absolutely seized and possessed of All that piece and parcel of the **Flat No. 104 (i.e. F/104) area admeasuring 38.011 Sq.Mtrs i.e 409 Sq.Ft. with adjacent Terrace area admeasuring 9.014 Sq.Mtrs. i.e. 97 Sq.Ft. i.e. total Saleable area admeasuring 61.152 Sq.Mtrs. i.e. 658 Sq.Ft. with Balcony on First floor in Wing F with one Open Car Parking area admeasuring 9.29 sq.mtr in the Society “ONE HALLMARK AVENUE CO-OPERATIVE HOUSING SOCIETY LIMITED”, constructed on Sr No 91 Hissa No. 2A admeasuring area 0.78 R and Sr No 91 Hissa No. 2B admeasuring area 0.78 R i.e total admeasuring area 01 H 56 R (i.e. 15600**

Sq.Mtrs.) situated at Village Ravet, Taluka Haveli, Dist. Pune, within the Sub- Registration Haveli, District-Pune, and within the limits of Pimpri Chinchwad Municipal Corporation, and within the jurisdiction of Sub-Registrar Haveli, Pune and which is more particularly described in the Schedule II, hereinafter called as **“FLAT”**.

HISTORY OF THE SAID PROPERTY

AND WHEREAS, all those (1) the land bearing Survey No.91, Hissa No.2 admeasuring as per VF 7/7A/12 "Hectare 0-78 An (Including fallow portion admeasuring "Hectare 0-05 Are while actually admeasuring "Hectare 0-74.03 An assessed at Rs.2.56 Paisa, and (ii) the land bearing Surw No.91, Hissa No.2B, admeasuring "Hectare 0-78.00 An (Including fallow portion admeasuring "Hectare 0-05 Are assessed at Rs. Rs.2.56 Paisa, thus aggregating "Hectare 1.56 Are", situate at village Ravet of Taluka Haveli, District Pune, within the limits of the Municipal Corporation of the City of Pimpri Chinchwad, mo particularly described in the SCHEDULE-1 writte hereunder (hereinafter collectively referred to as the sa "LAND"), are owned by the Promoter, having purchase the same from its previous Owners, by

(i) the Sale Deed dated 16.06.2014, registered wi the Sub-Registrar, Haveli No.22 at Sen No.5329/2014, executed by its previous owners (Smt. Sonabai Ramchandra alias Chandar Pandit, (Vasant Ramchandra alias Chandar Pandit, Mrs. Shobha Vishwanath Tupe nee Kum.Shob Shantaram Magar, (4) Smt. Sandhya Ashok Pand forself and natural guardian of Rutuja Ashok Pand their attorney Prame constituted through M.Dhadiwal, (5) Sakhubai Bhikoba Pandit, (6) RUTU ASHOK PANDIT, a minor, through her natur guardian mother Smt. SANDHYA ASHOK PANDIT (Kundlik Bhikoba Pandit, (8) Subhash Bhikoba Pandi (9) Dynaneshwar Bhikoba Pandit, (10) Smt. Radhab Arun Pandit, (11) Hanumant Arun Pandit, (1) Mrs.Mangal Dyneshwar Cthoudhari, (13) Mrs. Sangi Raju Dalvi, (14) Smt. Manda Pandharinath Pand (15) Mrs.Ranjana Namdev Waikar, (16) Mrs. Sunit Sunil Raut, (17) Mrs. Usha Sudhir Dalvi and (18)Parubai Dharmji Gaikwad, with M/s. Hallmark Avenue, a registered partnership firm having its office at 1187, Ghole

Road, Pune: 411 005 through its partners Bhanudas Sambhaji Bahirat and Pramod Mishrilal Dhadiwal, joining as the confirming party, and

(II) Sale Deed dated 16.06.2014, registered with the Sub-Registrar, Haveli No.22 at Serial No.5330/2014, executed by its previous owner M/s. Hallmark Avenue,

b. the Promoter has decided to develop the said Land in the name of "1 HALLMARK AVENUE", by constructing thereon, various buildings comprising of independent residential and convenient commercial/shopping, together with Infrastructure development, such as exclusive parking facilities commercial/shopping, garden, open space, generator, transformer room, sewage treatment plant, et cetera as schematically shown in the map annexed herewith, subject to alterations, modifications and changes, as may be required to be made by the Promoter from time to time, for their feasibility, viability, convenience, practicability or use,

C. the Municipal Corporation of the City of Pimpri Chinchwad presently approved and sanctioned the plans for amalgamation, building layout and for construction of the buildings of the said Land vide the following commencement certificate:

Commencement Certificate No. BP/Layout/Ravet/35/2014 DATED 09/07/2014 & BP/Layout/Ravet/25/2015 DATED 15/04/2015

d The Collector of Pune, vide his order No PMA/NA/SR/1107/2014, dated 16/03/2015 passed under section 44 of the Maharashtra Land Revenue Code, 1966, permitted non-agricultural use of the said Plot for the purposes of residence

e. the Promoter accordingly, has commenced the development of the said Land and construction of the buildings thereon, comprising of residential flats and convenient commercial / shopping, each building comprising of various wings, under the supervision of GIRISH GUPTE registered with the Council of Architects, of M/S.GEM ASSOCIATES of 15/1, A-202,

Lotus Plaza, Kothrud, Pune: 411 038, the architects appointed by the Promoter for the project, which has drawn the plans for amalgamation, building layout and the construction of the building on the said Land, and the structural engineer M/s. SPECTRUM CONSULTANTS, proprietor PARAG CHOPDA of 759/25, Deccan Gymkhana, Pune: 411 004, appointed by the Promoter, which has drawn the drawings for structure of the building being constructed on the said Land,

AND WHEREAS the Promoters completed the construction of the building as per sanctioned plan and as per **Completion Certificate No. 458/2018 dated 12/08/2018.**

AND WHEREAS, said developer with other Flat members have formed the co-operative Housing society by the name and style by the name and style as **“ONE HALLMARK AVENUE CO-OPERATIVE HOUSING SOCIETY LIMITED”** and the same has been registered before the Registrar of co-operative societies under the provisions of MCS Act 1960 and rules made there under bearing Registration No. **PNA/PNA(3)/HSG(TC)/21428/2019 Dated 07/09/2019.**

AND WHEREAS said society has issued Share Certificate No. 196 consisting of 10 sharee each having distinctive No. 1911 To 1920 along with membership in favour of present assignor.

AND WHEREAS, the VENDOR has purchased the said FLAT from M/s Raj heramb Properties through Proprietor Mr. Pravin Vishwanath Patil through their P.O.A Holder Mr. Mayur Khandu Bonde by an Agreement to Sale dated 20.06.2015 which is duly registered in the Office of the Sub Registrar Haveli No 22, Pune, vide document No. 6309/2015.

AND WHEREAS the VENDOR has full right to use, occupy, sell and convey the said FLAT. The VENDOR is the exclusive and sole owners of the said FLAT.

AND WHEREAS the VENDOR is desirous of selling / disposing off the said FLAT as they have no more require it and the PURCHASERS is willing to purchase the said FLAT, acquire all rights, title and interest of the VENDOR.

AND WHEREAS, the PURCHASERS, who are in need of FLAT for their residential purpose, approached the VENDOR and after due negotiations, the VENDOR agreed to sell and the PURCHASERS agreed to Purchase and acquire the said FLAT for total Consideration amount of **Rs. 43,50,000/- (Rs. Forty Three Lakh Fifty Thousand Only)** on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the PURCHASERS have paid to the VENDOR a sum of **Rs.** being part payment of the sale price of the FLAT which was agreed by the VENDOR to the PURCHASERS as an advance payment or deposit which is refundable and the remaining balance of the sale price is to be given which is described as under:

PAYMENT SCHEDULE :-

1. Rs. 50,000/-

Rs Fifty Thousand Only Paid through UPI Transaction ID dated 18.09.2026
1. Rs. 00,00,000/-

Rs. .. Lakh only will be paid through raising loan from Bank or any other financial institution within a period of 90 days.

Rs. 43,50,000/- (Rs. Forty Three Lakh Fifty Thousand Only)

Making payment hereinabove shall be the essence of the contract any delay or failure on the part of the PURCHASERS the VENDOR have right to terminate the said agreement ascending a notice earlier.

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

The PURCHASERS hereby agreed to purchase from the VENDOR and the VENDOR hereby agreed to sell to the PURCHASERS bearing **Flat No. 104 (i.e. F/104) area admeasuring 38.011 Sq.Mtrs i.e 409 Sq.Ft. with adjacent Terrace area admeasuring 9.014 Sq.Mtrs. i.e. 97 Sq.Ft. i.e. total Saleable area admeasuring 61.152 Sq.Mtrs. i.e. 658 Sq.Ft. with Balcony on First floor in Wing F with one Open Car Parking area admeasuring 9.29 sq.mtr in the Society "ONE HALLMARK AVENUE CO-OPERATIVE HOUSING SOCIETY LIMITED", constructed on Sr No 91 Hissa No. 2A admeasuring area 0.78 R and Sr No 91 Hissa No. 2B admeasuring area 0.78 R i.e total admeasuring area 01 H 56 R (i.e. 15600 Sq.Mtrs.) situated at Village Ravet, Taluka Haveli, Dist. Pune, within the Sub- Registration Haveli, District-Pune, and within the limits of Pimpri Chinchwad Municipal Corporation, and within the jurisdiction of Sub-Registrar Haveli, Pune and which is more particularly described in the Schedule II, written hereunder at or for the price of **Rs. 43,50,000/- (Rs. Forty Three Lakh Fifty Thousand Only)** which is inclusive of the proportionate price of the common area and facilities appurtenant to the said FLAT.**

1. The VENDOR shall further recommend the PURCHASERS to be admitted as the member of the proposed society / Apartment and shall help the PURCHASERS to complete all formalities / technicalities prescribed by the laws of the society / Apartment.
2. The VENDOR shall pay their share of contribution taxes and other outgoing liabilities towards the FLAT payable till the date of this Agreement of the said Flat.

3. That the VENDOR hereby assures unto the PURCHASERS that the VENDOR have good rights, title full power and absolute authority to deal with the said FLAT in the manner they like and that no person other than the VENDOR have any right, title or interest and claim in the said FLAT or any part thereof.
4. That the VENDOR hereby assures unto the PURCHASERS herein that the said FLAT and every part thereof is free from all encumbrances and defects, i.e. Agreement, Trust, Lease, Lien, Lispendence, Attachment, Gift, Maintenance, and also is not the subject mater of family / court dispute. That it is also not subject matter of acquisition, requisition and reservation and no notice in that behalf has been received by the VENDOR.
5. The VENDOR have not prior to this Agreement made orally or otherwise in written contracted to sell or transfer the said FLAT in the name of the any third party.
6. The PURCHASERS shall bear expenses towards the stamp duty, registration fees, Advocate fees etc.
7. The VENDOR shall obtain NOC from the society at their own cost & expenses.
8. The VENDOR is the absolute owners of the Flat and no other persons have any interest therein. The VENDOR is aware that relying on the said representation, the PURCHASERS have agreed to purchase the said Flat.
9. The PURCHASERS have inspected the said flat, its title documents, and physical condition to their full satisfaction and agrees to purchase the same on an 'as is where is' basis. The VENDOR shall not be responsible for any defect in construction, finishing, or condition of the flat. The VENDOR hereby confirm that they have a clear and marketable title to the said flat.

- 10.** The VENDOR declares that they have till the date of possession made net payment of all the outgoings charges, expenses taxes, electricity charges, and other dues etc., However from taking of the possession of the flat it shall be the responsibility of the party of the 2nd part to make payment of all such outgoings on the prorate basis.
- 11.** In the event if there are any payments balance prior to this agreement. The VENDOR agrees to make good the same and shall not put the PURCHASERS in loss of any kind whatsoever.
- 12.** The Electricity meter stands in the name of the VENDOR and the VENDOR undertake to sign and verify all such documents necessary to transfer the electricity meter with deposit in favour of the PURCHASERS at their own cost.
- 13.** That in view of sale/transfer of the said Flat and delivery of the possession there the party of the first part of or any other persons on their behalf including other members of their family shall have no right claims or interest whatsoever nature kind or extent in the said Flat or any part thereof which shall exclusively vest in the party of the second part and the party of the second part shall make use of the said Flat without any interruption and shall enjoy the benefits thereof peacefully and quietly.
- 14.** The VENDOR herein agrees that they will bring all necessary certificates under Income Tax Act if required in respect of their agreement of the Flat.
- 15.** The sale deed of the said property has not been till today executed By the VENDOR, in future whenever the sale deed will be executed and if due to technical difficulties at that time if the names of the VENDOR enter in the sale deed it will be presumed that the VENDOR will not reserve any right with their though his name is in conveyance deed.

- 16.** Possession of the said Flat shall be handed over to the PURCHASERS only upon receipt of full and final payment. Any partial payment shall not entitle the PURCHASERS to claim possession.
- 17.** The terms and conditions of this Agreement shall be binding upon both parties.
- 18.** This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under and the Maharashtra Apartment Ownership Act, 1970 and the rules made there under.
- 19.** The VENDOR shall hand over all the documents relevant to the paid PURCHASERS immediately at the time of agreement.
- 20.** The PURCHASERS have paid proper STAMP DUTY & REGISTRATION FEES of the Agreement.
- 21.** The PURCHASERS herein has agreed to purchase the said Flat as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the PURCHASERS herein to the subsequent PURCHASERS as per the provision to the said clause 5(ga) (ii) of the Bombay Stamp Act, 1958.
- 22.** Any notice under this agreement shall be deemed duly served if sent by registered post or courier to the address of the respective parties mentioned herein.

SCHEDULE I
SCHEDULE OF THE PROPERTY

All those pieces of land bearing

(1) Survey No.91, Hissa No. 2A, admeasuring as per VF 7/7A/12 Hectare 0=78 Are" (including potkharaba admeasuring "Hectare 0=05 Are") and actually admeasuring "Hectare 0=74.03 Are

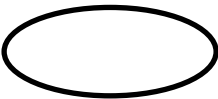
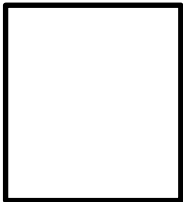
(II) Survey "Hectare No.91, Hissa No.2B. admeasuring Hectare 0=78 Are (including potkharaba admeasuring "Hectare 0=05 Are"), and actually admeasuring "Hectare 0=74.03 Are" thus, aggregating "Hectare 1.56 Are", both situate at village Ravet, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and Municipal Corporation of City of Pimpri Chinchwad, and are collectively bounded by

On or towards East	:	Survey No.92
On or towards South:		30 meter wide Road
On or towards West	:	Survey No.91 (part)
On or towards North	:	Survey No.93

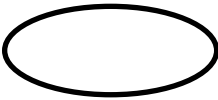
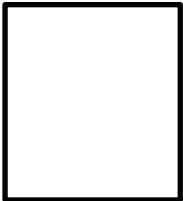
SCHEDULE II
SCHEDULE OF THE FLAT

All that piece and parcel of the all that piece and parcel of the **Flat No. 104 (i.e. F/104) area admeasuring 38.011 Sq.Mtrs i.e 409 Sq.Ft. with adjacent Terrace area admeasuring 9.014 Sq.Mtrs. i.e. 97 Sq.Ft. i.e. total Saleable area admeasuring 61.152 Sq.Mtrs. i.e. 658 Sq.Ft. with Balcony on First floor in Wing F with one Open Car Parking area admeasuring 9.29 sq.mtr in the Society "ONE HALLMARK AVENUE CO-OPERATIVE HOUSING SOCIETY LIMITED", constructed on Sr No 91 Hissa No. 2A admeasuring area 0.78 R and Sr No 91 Hissa No. 2B admeasuring area 0.78 R i.e total admeasuring area 01 H 56 R (i.e. 15600 Sq.Mtrs.) situated at Village Ravet, Taluka Haveli, Dist. Pune, within the Sub- Registration Haveli, District-Pune, and within the limits of Pimpri Chinchwad Municipal Corporation**

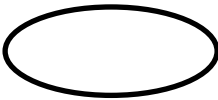
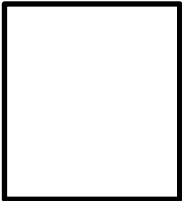
IN WITNESS WHEREOF the parties hereto have set their respective hands on the day, date and place mentioned hereinabove.



Mr. RAKESH DINKAR KULKARNI
(VENDOR)



Mr. OMKAR VISHNU DHURE
THROUGH ITS POA HOLDER
Mr. VISHNU JOTIBA DHURE
(PURCHASER)



Ms. NISHA PRAKASH MANKIKAR
(Before Marriage Name)
Mrs. NISHA OMKAR DHURE
(After Marriage Name)
THROUGH ITS POA HOLDER
Mr. VISHNU JOTIBA DHURE
(PURCHASER)

WITNESSES :

1) **Name** :
 Sign :
 Address :

2) **Name** :
 Sign :
 Address :