



AGREEMENT TO SALE

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

BETWEEN

1. Mr. DNYANESHWAR BABAN JANJALE

Age : 52 yrs **Occ:** Service,
PAN NO. AFGPJ8098C
AADHAAR NO. 7851 4713 3856

2. Mrs. SWATI DNYANESHWAR JANJALE

Age : 50 yrs **Occ:** Service,
PAN NO. AOFPJ8281D
AADHAAR NO. 9500 4426 8169
Both R/at :- 456, Mumbai-Pune Highway, Near Omkar Chowk,
Phugewadi, Pune – 411012.

HEREINAFTER called as '**THE VENDORS**' (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

Mr. PRATIK GAJANAN PAWAR

Age : 27 yrs **Occ:** Service,
PAN NO. EXAPP9956F
Aadhaar No. 3171 5708 2141
R/at :- Ward No.1, Kashikhed, Kamnapur, Amravati-444709.

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.

WHEREAS the **VENDORS** are absolutely seized and possessed of All that piece and parcel of the **Flat No.407, admeasuring about 37.12 Sq.Mtrs Carpet with attached Terrace admeasuring about 3.52 Sq. Mtrs. on Fourth Floor in the building bearing No. B, Society known as "VISHWESHWAR NAGAR 'B' WING CO-OPERATIVE HOUSING SOCIETY LIMITED"**constructed on land bearing Sr. No. 141 Hissa No.1/1/1 area admeasuring 03 H 50 R + Pot Kharba 00 H 09 R total area admeasuring 03 H 59 R out of area admeasuring 01 H 10R situated at Village Chovisawadi, Tal: Haveli, Dist: Pune within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and which is more particularly described in the Schedule II, hereinafter called as "**FLAT**".

HISTORY OF THE SAID PROPERTY

WHEREAS the property bearing Survey No. 141. Hissa No. 111 (New) te. Survey No. 933 Hissa No. 1/1 (Old) admeasuring area 03 H. 50 Aar Pot Kharaba 00 H. 09 Aar totally admeasuring area 03 H. 59 Aar out of the said property admeasuring area 01 H. 10 Aar at Village Chovisawadi, Taluka Haveli, Dist. Pune, within the local limits of Alandi Nagar Parishad. Taluka Haveli, Dist. Pune.

AND WHEREAS the property as mentioned hereinabove bearing Survey No. 933. Hissa No. 1/1 owned by Mr. Genu Mahadu Kale prior to year 1955.

AND WHEREAS Mr. Genu Mahadu Kale expired in the year 1955 leaving behind him Mr. Tukaram Genu Kale (son), Mr. Rangnath Genu Kale

(Son). Mrs Anusaya Mahadu Dabhade (daughter) and Mrs. Nanibai Namdev Dualje (daughter) as his legal heirs vide mutation entry No 4769.

AND WHEREAS Mr. Tukaram Genu Kale and Mr. Rangnath Genu Kale made an applicatoin on dated 22.5.1958 for entering the name of Mr. Vitthoba Mahadu Kale vide mutation entry No. 4861.

AND WHEREAS Mr. Vitthoba Mahadu Kale sold the land out of the aforesaid land to Mrs. Parvatibai Bandu Arekar vide sale deed dated 31 05 1971 In furtherance of the same the land sold to Mrs. Parvatibai Bandu Arekar was given Survey No 933 Hissa N 112 and the land retained by the aforesaid land owners was given Survey No. 933 Hissa No. 1/1/1 vide, mutation entry No. 8364.

AND WHEREAS Mr. Vithoba Mahadu Kale died on 2.10.1972 leaving behind him his legal heirs Mr. Bhiku Vithoba Kaleson) Mrs-savitra Namdeo Tapkir (daughter) Mrs. Hausabai Tukaram Tapkir (daughter) and Mrs. Dhondabai Sopan Shinde (daughter as his legal heirs. Accordingly the names of Mrs. Savitra Namdeo Tapkir, Mrs. Hausabai Tukaram tapkir and Mrs. Dhondabai Sopan Shinde were mutated in other rights column of the 7/12 extract and the name of Mr. Bhiku Vithoba Kale was mutated on 7/12 extract vide mutation entry No. 8517.

AND WHREAS Mr. Bhiku Vithoba Kale, Mrs. Savitra Namdeo Tapkir and Mrs. Hausabai Tukaram Tapkir made an application for deleting the name of Mrs. Laxmibiai alias Dhondabai Sopan Shinde being died from 7/12 extrtact. In furtherance of the same the name of Mrs. Laxmibai alias Dhondabai Sopan Shinde was deleted from 7/12 extract vide mutation entry No.9262.

AND WHEREAS Mr. Bhiku Vithoba Kale died on 28.6.1984 leaving behind him Mr. Mahadeo Bhikoba Kale (Son) Mr. Prabhakar leaving behind him Mr. Mahadeo Bhikoba Kale (son) Mr. Prabahkar Bhikoba Kale (Son) Mrs. Saraswati Madhukar Kute (daughter) Mrs. Sharadabai Ganpat Kute (daughter) Mrs. Jijabai Bhagwan Genand(daughter) and Smt. Shakubai Bhikoba Kale (widow) as his legal heirs.

AND WHEREAS Smt. Sharadabai Ganpat Kute sold her 1/24th share i.e. land admeasuring about 7.29 Aar out of the total land admeasuring area 01 H. 75 Aar at Survey No. 141 Hissa No. 1/1/1 to Mr. Suresh Keshav Yadav and Mr. samiddin Vajiruddin Kureshi by way of Sale deed which was duly registered in the office of the Sub - Registrar Haveli No. 6, at serial No. 7323 2010 as per the mutation entry No. 3917.

AND WHEREAS Mrs. Jijabai Bhagwan Genand sold her 1/24th share i.e. land admeasuring area about 7.29 Aar out of the total land admeasuring area 01 H. 75 Aar at Survey No. 141 Hissa No. 1/1/1 to Mr. Suresh Keshav Yadav and Mr. Samiuddin Vajruddin Kuresh, by way of sale deed which was duly registered in the office of the Sub - Registrar Haveli No. 19 at serial No. 1258/2011.

AND WHEREAS Mr. Suresh Keshav Yadhav and Mr. Samiuddin Vajiruddin Kuresh sold the property admeasuring area about 14.58 R out of Surey No 14/1/1/1 to Mr. Prabhakar Bhikoba Kale and Mr. Rushikesh Mahadeo Kale vide sale deed dated 4.8.2012 which was duly registered in the office of the Sub Registrar Haveli No. 18, vide doc. serial No. 7624/2012.

AND WHEREAS said Mrs. Hausabai Tukaram Tapkir died on 14.2.1992 leaving behind her Mr. Mahadeo Bhikoba Kale, Mr. Prabhakar Bhikoba Kale, Mrs. Saraswati Madhukar Kute and Smt. Shakubai Bhikoba Kale as her legal heirs vide affidavit dated 23.7.2012.

AND WHEREAS Mr. Mahadeo Bhiku Kale, Mr. Rushikesh Mahadeo Kale, Mr. Kiran Mhadeo Kale. Mr. Prabhakar Bhiku Kale, Mrs. Saraswati Madhukar Kute, Mr. Santosh Madhukar Kute, Ms. Swati Santosh Kute and Smt. Shakubai Bhokoba Kale assigned Development Agreement in favour of Mis. Vision Group, vide development agreement dated 10.8.2012 which is duly registered in the office of the Sub Registrar Haveli No. 17, vide document serial No. 8233/2012 and Power of attorney dated 10.8.2012 which is duly registered in the office of the Sub-Registrar Haveli No. 17 at serial NO. 8234/2012.

AND WHEREAS Mr. Mahadev Bhiku Kale, Mr. Prabhakar Bhiku Kale, Shakubai Bhikoba Kale, Mr. Rushikesh Mahadeo Kale and Mrs. Saraswati Madhukar Kute with the consent of M/s. Vision Group have assigned right to use access road to the said land to Mr. Shabaji Tukaram Kale, Mr. Sahebrao Tukaram Kale and Mr. Dnyaneshwar Tukaram Kale vide easementary deed dated 17.10.2013 vide document serial No. 8631/2013 registered in the office of the Sub-Registrar Haveli No. 17.

AND WHEREAS the Promoter and Builder got the plan sanctioned from Alandi Nagar Parishad, Bandhkam Vibhag bearing No. **Bandhkam Vibhag/No. 1786/Alandi Nagar Parishad, Taluka Khed. Dsit. Pune dated 07.01.2015.**

AND WHEREAS the Promoter herein acquired rights of development of the said Land from the respective Confirming Parties herein and as such the Promoter holds the exclusive right to develop the same, inter-alia, by construction of Building's containing Residential Flats/Units and/or Buildings containing Shops Commercial Premises and/or other Structures thereon and to enter into Agreements for Sale of such Flats/Units/Structures etc. with prospective purchasers thereof under the provisions of the Maharashtra Ownership Flats Act. 1963 or otherwise howsoever and to receive and appropriate the sale proceeds thereof.

AND WHEREAS the VENDORS have purchased the said flat from Mr. Mahadev Bhiku Kale and others 7 through its P.O.A Holder M/S Vision Group through its Partner **Mr. Tarunkumar Ambalal Patel** by an Agreement which is duly registered in the Office of the Sub Registrar Haveli No 17, Pune, vide document No. 5510/2016 dated 31/08/2016.

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 **“VISHWESHWAR NAGAR ‘B’ WING 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(6)/HSG/(TC)/21708/2020 Dated 06/01/2020**. Flat holder of Flat bearing No. B-407 has become the member of the society holding share certificate no. 034 by holding 10 shares distinctive no 331 to 340 of Rs. 500/-.

AND WHEREAS the VENDORS have full right to use, occupy, sell and convey the said FLAT. The VENDORS are the exclusive and sole owners of the said FLAT.

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

AND WHEREAS, the PURCHASER, who is in need of FLAT for their residential purpose, approached the VENDORS and after due negotiations, the VENDORS agreed to sell and the PURCHASER agreed to Purchase and acquire the said FLAT for total Consideration amount of **Rs. 29,00,000/- (Rs. Twenty Nine Lakh Only)** on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the PURCHASER have paid to the VENDORS a sum of **Rs.** being part payment of the sale price of the FLAT which was agreed by the VENDORS to the PURCHASER 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. 13,23,503/-** Rs. Thirteen Lakh Twenty Three Thousand Five Hundred Three only to be Paid in favor of Axis Bank Ltd Loan AC No.PHR157602039098.

- 2. Rs. 15,26,497/-** Rs. Fifteen Lakh Twenty Six Thousand Four Hundred Ninety Seven only to be Paid through Cheque from ICICI HFCL
- 3. Rs. 50,000/-** Rs. Fifty Thousand only to be Paid through RTGS/NEFT

Rs. 29,00,000/- (Rs. Twenty Nine Lakh Only)

Making payment hereinabove shall be the essence of the contract any delay or failure on the part of the PURCHASER the VENDORS 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 PURCHASER hereby agreed to purchase from the VENDORS and the VENDORS hereby agreed to sell to the PURCHASER bearing **VENDORS** are absolutely seized and possessed of All that piece and parcel of the **Flat No.407, admeasuring about 37.12 Sq.Mtrs Carpet with attached Terrace admeasuring about 3.52 Sq. Mtrs. on Fourth Floor in the building bearing No. B, Society known as "VISHWESHWAR NAGAR 'B' WING CO-OPERATIVE HOUSING SOCIETY LIMITED"**constructed on land bearing Sr. No. 141 Hissa No.1/1/1 area admeasuring 03 H 50 R + Pot Kharba 00 H 09 R total area admeasuring 03 H 59 R out of area admeasuring 01 H 10R situated at Village Chovisawadi, Tal: **Haveli, Dist: Pune** within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and which is more particularly described in the Schedule II, written hereunder at or for the price of **Rs. 29,00,000/- (Rs. Twenty Nine Lakh Only)** which is inclusive of the proportionate price of the common area and facilities appurtenant to the said FLAT.

1. The VENDORS shall further recommend the PURCHASER to be admitted as the member of the proposed society / Apartment and shall help the PURCHASER to complete all formalities / technicalities prescribed by the laws of the society / Apartment.
2. The VENDORS 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 VENDORS hereby assures unto the PURCHASER that the VENDORS 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 VENDORS have any right, title or interest and claim in the said FLAT or any part thereof.
4. That the VENDORS hereby assures unto the PURCHASER 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 VENDORS.
5. The VENDORS 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 PURCHASER shall bear expenses towards the stamp duty, registration fees, Advocate fees etc.
7. The VENDORS shall obtain NOC from the society at their own cost & expenses.
8. The VENDORS is the absolute owners of the Flat and no other persons have any interest therein. The VENDORS is aware that

relying on the said representation, the PURCHASER have agreed to purchase the said Flat.

- 9.** The PURCHASER has 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 VENDORS shall not be responsible for any defect in construction, finishing, or condition of the flat. The VENDORS hereby confirm that they have a clear and marketable title to the said flat.
- 10.** The VENDORS 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 VENDORS agrees to make good the same and shall not put the PURCHASER in loss of any kind whatsoever.
- 12.** The Electricity meter stands in the name of the VENDORS and the VENDORS undertake to sign and verify all such documents necessary to transfer the electricity meter with deposit in favour of the PURCHASER 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 VENDORS 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 VENDORS, in future whenever the sale deed will be executed and if due to technical difficulties at that time if the names of the VENDORS enter in the sale deed it will be presumed that the VENDORS 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 PURCHASER only upon receipt of full and final payment. Any partial payment shall not entitle the PURCHASER 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 VENDORS shall hand over all the documents relevant to the paid PURCHASER immediately at the time of agreement.
- 20.** The PURCHASER have paid proper STAMP DUTY & REGISTRATION FEES of the Agreement.
- 21.** The PURCHASER 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 PURCHASER herein to the subsequent PURCHASER 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 that piece and parcel of the property bearing Survey No. 141 Hisa No. 1/1/1 admeasuring area 03 H. 50 Aar + Pot Kharaba 00 H. 09 Aar totally admeasuring area 03 H. 59 Aar out of the total property 01 H. 10 Aar at Village Chovisawadi, Taluka Haveli, Dist. Pune, within the local limits of Zilla Parishad Pune, within the limits of Nagar Parishad Alandi. and is bounded as under:

On or towards East	: - By S.No. 141/1/1/1 remaining property
On or towards West	: - By Pune Alandi Road
On or towards South	: - By Property of Nivrutti Rangnath Kale
On or towards North	: - By Property of Mr. Shambhaji Tukaram Kale;

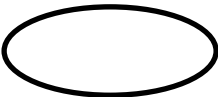
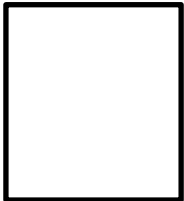
SCHEDULE II

SCHEDULE OF THE FLAT

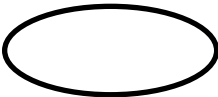
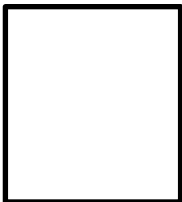
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Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli.

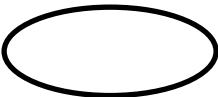
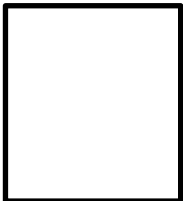
IN WITNESS WHEREOF the parties hereto have set their respective hands on the day, date and place mentioned hereinabove.



Mr. DNYANESHWAR BABAN JANJALE
(VENDOR)



Mrs. SWATI DNYANESHWAR JANJALE
(VENDOR)



Mr. PRATIK GAJANAN PAWAR
(PURCHASER)

WITNESSES :

- 1)

Name

Sign

Address

:

:

:
- 2)

Name

Sign

Address

:

:

: