



AGREEMENT TO SALE

**THIS DEED OF AGREEMENT TO SALE IS MADE AND EXECUTED
ON THIS ____ TH DAY OF SEPTEMBER 2026 BY AND BETWEEN.**

**MR. ABHAY SHIVAJI GHUNDARE
AFTER CHANGE NAME MR. ABHAY
SHIVAJI PATIL
THROUGH POWER OF ATTORNEY HOLDER
MR. ANIL SHIVAJIRAO GHUNDARE**

Age :66 yrs Occ: Farmer

**PAN NO. ABDPG3504H
ADHARCARD NO. 8076 0220 6677**

Residin At : 257/1, Flat n. 4, Perin Residency, Street-1,
Pallod Farms, Baner, Pune 4110045

HEREINAFTER called as **'THE VENDOR/S'** (which
expression shall unless it be repugnant to the context or
meaning thereof to be deemed to mean and include his
heir, executor, administrator and assign).

...PARTY OF THE FIRST PART

AND

1) MRS. MINAL KISHOR TAMBOLI

Age : 35 yrs Occ: Service

**PAN NO. AONPN8419B
ADHARCARD NO. 3010 5476 1352**

2) KISHOR VILAS TAMBOLI

Age : 36 yrs Occ: Service

**PAN NO. AQGPT3865J
ADHARCARD NO. 6153 5367 5205**

BothResidin At : Alandi Devachi, Tal. Khed, Dist. Pune 412105

HEREINAFTER called **'THE PURCHASER'** (which
expression shall unless it be repugnant to the context
or meaning thereof be deemed to mean and include their
heir, executor, administrator and assign).

...PARTY OF THE SECOND PART

AND WHEREAS the said land of Survey No:-109/4/3 (Old Survey No:-109/4A-2+48-2/1) originally belonged to Mr.Bapusaheb Baliba Patil (Ghundare) he entered on 7/12 extract Vide, Motation Entry No: 1274 admeasuring area 00 H 19 R having assessment 00 R 80 Paise

AND WHEREAS the said land of Surve No:-109/4/3 (Old Surve No:- 109/4A-2+4B-2/1) Mr.Bapusaheb Baliba Patil (Ghundare) sold land area 00 H 04 R with assessment 00 R 20 Paise to Mr.Shankar Sampat Patil & others that's why Original Survey No:-109/4A-2+4B-2 divided in two hissa one is Survey No:-109/4A-2+48-2/1) & another is Survey No:-109/4A-2+4B-2/2 as per Mutation entry No:-3240.

AND WHEREAS the said land of Survey No:-109/4/3 (Old Survey No:-109/4A-2+4B-2 not effected by Fragmentation & Consolidation Act vide Order of Hon, Mamledar Land Tribunal, Khed, Pune of order No:-ALANDI/32G/68/60 Dated:-3/8/1060 vide Mutation Entry No:-2461.

AND WHEREAS the said land of Survey No:-109/4/3 (Old Survey No:-109/4A-2+4B-1 Mr.Bapu Baliba Ghundare died on 3/7/1975 after his legal hairs namely 1.Mr.Shivaji Bapu Ghundare, 2.Kamal alias Ratnamala Anandrao Nalawade, 3.Shevantabai Bhra Bapu Ghundare entered on 7/12 extract vide mutation entry no:-3619.

AND WHEREAS the said land of Survey No:-109/4/3 (Old Survey No:-109/4A-2+4B-1 after death of Mr.Bapu Baliba Ghundare his legal hairs namely 1.Mr.Shivaji Bapu Ghundare, 2.Kamal alias Ratnamala Anandrao Nalawade, 3.Shevantabai Bhra Bapu Ghundare made, executed & registered Release Deed in favour of Grand Sons 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Gundare minor Guardian Mother Shrimati Indumati Shivaji Ghundare entered name on 7/12 extract Vide Mutation Entry No:-3620.

AND WHEREAS the said land of Survey No:-109/4/3 as per application of 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Gundare for release name of minor Guardian Mother Shrimati Indumati Shivaji Ghundare accordingly minor Guardian name release from 7/12 Vide Mutation Entry No:-7911

AND WHEREAS the said land of Survey No:-109/4/3 area 00 H 15 R having assessment 00 R 80 Paise owners of land 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Gundare all made, executed & registered Development Agreement & Power of Attorney in favour of M/s.Vishwa Developer Registered Partnership Firm Dated:-16/08/2016 Vide Document Serial No:-4448/2016 & Document Serial No:-4449/2016 in the office of Sub-Registrar Khed, Pune.

PROPERTY SCHEDULE OF SURVEY NO-109/4/2

AND WHEREAS the said land of Survey No:-109/4/2 originally belonged to Mr.Nivrutti Baliba Ghundare he died on 25/7/1944 after his death his legal hairs namely Mr.Bapusaheb Baliba Patil (Ghundare) & Bhimabai Bhra Nivrutti Ghundare entered on 7/12 extract Vide Mutation Entry No:-1345.

AND WHEREAS the said land of Survey No:-109/4/2 Mr.Bapu Baliba Ghundare died on 3/7/1975 after his legal heirs namely 1.Mr.Shivaji Bapu Ghundare, 2.Kamal alias Ratnamala Anandrao Nalawade, 3.Shevantabai Bhra Bapu Ghundare entered on 7/12 extract vide mutation entry no:-3619.

AND WHEREAS the said land of Survey No: 109/4/2 after death of Mr.Bapu Baliba Ghundare his legal heirs namely 1.Mr.Shivaji Bapu Ghundare, 2.Kamal alias Ratnamala Anandrao Nalawade, 3.Shevantabai Bhra Bapu Ghundare made, executed & registered Release Deed in favour of Grand Sons. 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Ghundare minor Guardian Mother Shrimati Indumati Shivaji Ghundare entered name on 7/12 extract Vide Mutation Entry No:-3620.

AND WHEREAS the said land of Survey No:-109/4/2 as per application of 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Ghundare for release name of minor Guardian Mother Shrimati Indumati Shivaji Ghundare accordingly minor Guardian name release from 7/12 Vide Mutation Entry No:-7911

AND WHEREAS the said land of Survey No:-109/4/2 Old area 00 H 09 R owners of land 1.Mr.Anand, 2.Mr.Anil. 3.Mr.Ajit, 4.Mr.Abhay Shivaji Ghundare all made, executed & registered Development Agreement & Power of Attorney in favour of M/s.Vishwa Developer Registered Partnership Firm Dated:-16/08/2016 Vide Document Serial No:-4448/2016 & Document Serial No:-4449/2016 in the office of Sub-Registrar Khed, Pune.

PROPERTY SCHEDULE OF SURVEY NO-109/4/1

AND WHEREAS the said land of Survey No:-109/4/1 originally belonged to Mr.Tukaram Nivrutti Rasinkar as per mutation entry no:-3387.

AND WHEREAS the said land of Survey No:-109/4/1 Mr.Tukaram Nivrutti Rasinkar sold land area 00 H 01 R to Mr.Ajit Shivaji Ghundare, Mr.Anil Shivaji Ghundare, Mr.Anand Shivaji Ghundare by way of Registered Sale Deed Dated:-18/5/2016 Vide Document Serial No:-2718/2016 accordingly Mr.Ajit Shivaji Ghundare, Mr.Anil Shivaji Ghundare, Mr.Anand Shivaji Ghundare entered on 7/12 extract Vide Mutation Entry No:-11334.

AND WHEREAS the said land of Survey No:-109/4/1 Mr.Ajit Shivaji Ghundare, Mr.Anil Shivaji Ghundare, Mr.Anand Shivaji Ghundare all made, executed & registered Development Agreement & Power of Attorney in favour of M/s.Vishwa Developer Registered Partnership Firm Dated:-16/08/2016 Vide Document Serial No:-4448/2016 & Document Serial No:-4449/2016 in the office of Sub-Registrar Khed, Pune.

PROPERTY SCHEDULE OF SURVEY NO-109/4/10

AND WHEREAS the said land of Survey No:-109/4/10 originally belonged to Mr.Ajit Shivaji Ghundare, Mr.Anil Shivaji Ghundare, Mr.Abhay Shivaji Ghundare, Mr.Anand Shivaji Ghundare, Indumati Shivajirao Ghundare, Kamal Anandaro Nalawade they entered on 7/12 extract Vide Mutation Entry No:-8305.

AND WHEREAS the said land of Survey No:-109/4/10 land area 00 H 04 R Mr. Ajit Shivaji Ghundare, Mr.Anil Shivai Ghundare, Mr.Abhay Shivaji Ghundare, Mr.Anand Shivaji Ghundare, Indumati Shivajirao Ghundare, Kamal Anandaro Nalawade all made, executed & registered Development Agreement & Power of Attorney in favour of M/s. Vishwa Developer Registered Partnership Firm Dated:- 17/01/2017 Vide Document Serial No:-175/2017 & Document Serial No:- 176/2017 in the office of Sub-Registrar Khed No:-3, Pune.

AND WHEREAS M/s. Vishwa Developer Registered Partnership Firm submitted papers to Dy. Assistant Bhumi Abhilekh, Khed, Rajguru Nagar, for Government Demarcation accordingly the said authority Dy.Assistant Bhumi Abhilekh, Khed, Rajguru Nagar, issued C-Prat on 05/02/2017 vide M.No. 16866/2016.

AND WHEREAS M/s. Vishwa Developer Registered Partnership Firm submitted Papers to Hon. Tahasildar, Khed, Pune for N.A. Permission accordingly M/s. Vishwa Developer got N.A Order for land area 2900 Sq.mtr Dated:-15/09/2017 vide order No:-JAMABANDI/NA/SR/47/2017.

AND WHEREAS M/s.Vishwa Developer Registered Partnership Firm submitted paper to Hon.Alandi Nagar Parishad Pune for Commencement Certificate Dated:- 18/07/2017 No:- 693/2017.

AND WHEREAS M/s.Vishwa Developer Registered Partnership Got Maharashtra Real Estate Regulatory Authority Registration Certificate No. P52100014477.

AND WHEREAS M/s. Vishwa Developer Registered Partnership Got Revised Commencement Certificate Date:-10/07/2018 from Alandi Nagarparishad Vide Commencement Certificate No:-889/2018 & Revised Commencement Certificate No:-JKRA/1518/2021 Date:-22/12/2021

AND WHEREAS M/s. Vishwa Developer Registered Partnership Got N.A. Permission from Hon. Tahasildar, Khed, Pune Dated 15/09/17 Vide Order No. JAMABANDI/NA/SR/47/2017.

AND WHEREAS In accordance with the plans sanctioned by the Municipal Council the Promoters are developing the said plot described in the First Schedule hereto and are constructing thereon building to be known as "SWAMI KRUPA RESIDENCY" consisting inter alia of Ground Floor + Upper 4 Floors.

AND WHEREAS the Promoters have entered into standard agreement with an Architect Mr.Santosh D.Pimprikar registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS the Promoters have appointed Structural Engineers Ravindra A. Karnawat Associates for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s; **AND WHEREAS** M/s. Vishwa Developer Registered Partnership got completion certificate from Alandi Nagarparishad Vide Completion Certificate No:-CCPAC/FO/2020/APL/00051 Date:-7/7/2020 & Certificate No:-2258/2023 Date:- 23/02/2023.

The Developer accordingly constructed the Building and sold to the Vendor by Articles of Taba Pawti registered on 27/07/2023 in the Office of the Sub Registrar of Assurances, Khed No.2 bearing No. 9530/2023

AND WHERE AS the **VENDOR** are absolutely seized and possessed of all that piece and parcel of the **Flat No. 406**, on **4th Floor**, Building B, Wing-2, In admeasuring carpet area **35.88 Sq. Mtrs**, Covered Car Parking Building known as "**SWAMI KRUPA RESIDENCY**" situated at Village **Alandi Devachi , Tal. - Khed , Dist. - Pune** within the limits Of Sub-Registrar, Khed 1 to 3 and which is more particularly described in the Schedule hereinafter called said "FLAT".

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES AS FOLLOWS :

The Vendors have hereby agreed to sell the purchasers their residential **1 B.H.K Flat No. 406**, on **4th Floor**, Building B, Wing-2, In admeasuring carpet area **35.88 Sq. Mtrs**, Covered Car Parking Building known as "**SWAMI KRUPA RESIDENCY**" situated at Village **Alandi Devachi , Tal. - Khed , Dist. - Pune**, particularly described in Schedule - II hereunder written, for total consideration of **Rs. 26,16,000 /- (Rupees Twenty Six lakh Sixteen Thousand Only)**

The Purchasers have paid consideration to the Vendors for the transfer of said **Flat No. 406** in the following manner.

PAYMENT SCHEDULE:-

- Rs. 1,11,000 /-** Paid by IMPS Tra. No. Y2M12939924014615453696 Bank State Bank of India Branch – Alandi Devachi , Pune On Dated- 17 / 07 /2026 To Vendor
- Rs. 1,75,000 /-** Paid by IMPS Tra. No. Y2M1320367154540843008 Bank State Bank of India Branch – Alandi Devachi , Pune On Dated- 28 / 09 /2026 To Vendor
- Rs. 23,30,000 /-** Remaining amount of **Rupees Twenty Three Lakh Thirty Thousand Only** to be Paid by Purchaser/s to Vendor/s within the period of 30 days from the date of registerd Agreement by availing housing loan from PNB Housing Finance Bank of India, Kondhava , Pune Branch.

Total 26,16,000 /- (Rupees Twenty Six lakh Sixteen Thousand Only)

- 2) The Vendors have represented to the Purchasers that (i) They are the absolute owners of the said flat and no other person has any interest therein, that (ii) the flat owned by them is free of any encumbrances (iii) that they have been in exclusive and peaceful possession and occupation of the said flat since it was purchased by them (iv) that the Developer or contractor who constructed the building has no claim against the said flat on the Vendors of whatsoever nature (v) that when the Vendors purchased the said flat they were satisfied that the title to the said flat was clear and marketable. (vi) that on receiving possession of the said flat the Purchasers shall be entitled to occupy the same without any claim or interruption from the Vendors or anybody claiming under them, (vii) that they have paid all dues related to the said flat and they will indemnify and keep indemnified the Purchaser/s against any claim made for any period prior to the date of execution of this Agreement to sell in respect of the said flat.
- 3) The vendors does hereby further covenant with the Purchasers that they have done omitted or knowingly /willingly suffered or not executed any Deed or Document or had party or privy to any act deed or thing whereby the vendors are prevented from assigning, granting, conveying, transferring his rights title and interest in the said flat to the Purchasers in the manner aforesaid.
- 4) Further, the Vendors are covenant with the Purchasers that the Vendors and all persons having or lawfully or equitably claiming any right, title or interest in the said flat, under their name have hereby agreed to convey, assign, assure and transfer their right, title and interest in the said to the Purchasers.
- 5) The Vendors have assured the Purchasers that they have not entered into any transaction with any person/persons in respect of the said flat till this except with the present Purchasers, that the title and ownership with possession of the Vendors in respect of the said flat is not in dispute or litigation in any court of law or before any judicial authority in India for specification performance and/or for maintenance and as such no court or judicial authority in India has stayed the transfer of said flat to any third party either temporarily or permanently.
- 6) The Vendors undertake to indemnify the Purchasers in case title of the Vendors is found defective or anybody claims through or under the name of the Vendors. In that event the Vendors shall clear everything at his own expenses and the Purchasers shall not be required to incur any amount for that purpose.

- 7) The Present Agreement to sell shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, Management and Transfer) Act 1963 and rules there under or any other provisions of law for the time being applicable hereto. The Purchasers after transfer of flat by Vendors to Purchasers shall join Co - operative Housing Society under the provisions of Maharashtra Co - operative societies Act 1960 or condominium / Associate of Apartment Owner under the provisions of Maharashtra Apartment Ownership Act 1970.
- 8) The Vendors have represented to the Purchasers that they had paid all taxes, cesses, municipal taxes, electricity bill, water charges, society maintenance charges etc in respect of the said flat up to the date of execution of the Agreement to sell. If at all anything is paid by Purchasers till the possession of the flat out of the above outgoings the same shall be reimbursed by the Vendors to the Purchasers herein. All such charges of out goings shall be paid by the Purchasers from the date of actual possession of said flat. The Vendors undertakes hereby to indemnify the Purchasers in the event of any loss or damages suffered by the Purchasers due to his above - mentioned representation.
- 9) The Vendors shall extend their valid consent and furnish necessary no objection if required by the Purchasers to transfer the electricity meter of M.S.E.B. and assessment of the said flat in the record of Pune Municipal Corporation in their name and to complete all other formalities required to be carried out by the Purchasers to get clear better title of the said flat without asking for any extra consideration for the same.
- 10) The Vendors shall co-operate or do all such acts deeds and things, which are necessary for registration of this Deed. The Vendors shall execute any other Deed or Document required by the Purchasers to rectify any inadvertent mistake/s in this Agreement to sell at the cost of the Purchasers.
- 11) On registration of Agreement to sell the Purchaser shall be absolute owners of said flat more particularly described in scheduled II, with all rights of occupation thereto TO HAVE TO HOLD the same unto and to the use of the Purchasers or their heirs, administrators, nominees, assigns forever, subject to the payments of all rents, taxes, assessments, dues, duties, impositions or levies whatsoever chargeable upon the same to the Government, Semi - Govt., Local Authority in respect thereof.
- 12) The necessary stamp duty, registration fees, Advocates fees and any other charges incidental to this Agreement to sell have been paid by the Purchasers only.

**SCHEUDLE -I
DETAILS OF THE LAND**

All that piece and parcel of land Property Situated at Village Alandi Devachi, Tal:-Khed, Dist:-Pune (A) Survey No:-109 Hissa No:-4/1 admeasuring area 00 H 01 R out of Total area 00 H 4 R, B) Survey No:-109 Hissa No:-4/2 admeasuring area 00 H 09 R out of total area 00 H 18 R, C) Survey No:-109 Hissa No:-4/3 admeasuring area 00 H 15 R, D)Survey No:-109 Hissa No:-4/10 admeasuring area 00 H 04 R Converted in Survey No:-109/4/3 admeasuring area 2900 sq.mtr Non Agriculture land. Within local & limits of Alandi Nagarparishad, Pune & Jurisdiction of Sub-Registrar Khed, Pune

DETAILS OF THE FLAT

SCHEUDLE – II

ALL THAT PIECE AND PARCEL OF The Residential The Residential **Flat No. 406**, on **4th Floor**, Building **B, Wing-2**, In admeasuring carpet area **35.88 Sq. Mtrs**, Covered Car Parking Building known as "**SWAMI KRUPA RESIDENCY**" situated at Village **Alandi Devachi** , **Tal. – Khed, Dist. – Pune** , within the limits Of Sub-Registrar, Khed 1 to 3

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

1) MRS. MINAL KISHOR TAMBOLI
THE PURCHASER

2) KISHOR VILAS TAMBOLI
THE PURCHASER

**MR. ABHAY SHIVAJI GHUNDARE
AFTER CHANGE NAME MR. ABHAY
SHIVAJI PATIL
THROUGH POWER OF ATTORNEY HOLDER
MR. ANIL SHIVAJIRAO GHUNDARE**

VENDOR

WITNESSES

1. NAME :

SIGN :

ADDRESS :

2. NAME :

SIGN :

ADDRESS :