

AGREEMENT TO SELL

THIS AGREEMENT TO SELL ENTERED INTO AT PUNE ON
THIS ----- DAY OF -----, 2026.

BETWEEN

1. MRS. SWATI DHAVAL KADAM

Age – 38 years, Occupation – ----

Pan no. – AKBPT8143L

2. MR. DHAVAL ASHOKRAO KADAM

MR. DHAVAL ASHOK KADAM (As Per Pancard)

Age – 41 years, Occupation – Service

Pan no. – ASKPK3300M

Both R/at- Flat no. 1205, D-Building, Sector-R4,
Life Republic, Crimson Anisha Global School,
Marunji, Pune-411057.

HEREINAFTER referred to as the “**VENDORS**” (which expression shall
unless repugnant to the context or meaning thereof shall mean and include
her/his/their heirs, executors, administrators, representatives and assigns
etc.) **...THE PARTY OF THE FIRST PART.**

AND

MR. DEVENDRA SURESH JADHAV

Age - 31 years, Occupation – Service

PAN No. – AYPPJ7490J

R/at- Near Jai Bhavani Tuljabhavani Mandir,
Munjaba Wasti, Sangharsh Mitra Mandal Road,
Dhanori, Pune-411015.

HEREINAFTER referred to as the “**PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executor, administrators, representatives, and assigns etc.)

...THE PARTY OF THE SECOND PART.

WHEREAS the VENDOR herein is the absolute owner of the flat premises bearing **Flat No. 102**, admeasuring about **523 sq. ft. i.e. 48.60 sq. mtrs.** in Built up area and **Terrace** admeasuring about **43 sq. ft. i.e. 3.09 sq. mtrs.** situated on **First Floor**, in the society known as “**TIRUPATI KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**” and more particularly described in the schedule-II hereunder constructed on land bearing Survey No. 26/1/1/6 & Survey No 26/2/1/35 situated at Village – Dhanori, Taluka- Haveli, District-Pune hereinafter referred to as the “**SAID PROPERTY**” and more particularly described in the schedule-I written hereunder.

AND WHEREAS land admeasuring area about 00 Hector 5.262 Ares i.e. 526.20 sq. mtrs. or 5664.01 sq. ft. carved out of larger land bearing Survey No. 26/1/1/6 originally a part of larger land bearing Survey No. 26, Hissa No. 1/1 and was owned by Mr. Shankar Tukaram Tingre, the said land owner sold land admeasuring area 00 Hector 9.5 Ares i.e. 950 sq. mtrs to Mr. Ramanand Sutradhar S/o. Mr Sukhlal Sutradhar as a result of which name of Mr. Ramanand Sutradhar S/o Mr Sukhlal Sutradhar got duly mutated on the 7/12 extract by Mutation Entry No. 3159 of Survey No. 26 Hissa No. 1/1/6.

AND WHEREAS said Mr. Ramanand Sutradhar S/o. Mr. Sukhlal Sutradhar vide Sale Deed dated 02/11/1984 out of 00 Hector 9.5 Aars land owned by him sold land admeasuring 326.20 sq. mtrs. to one Mr. Abhay Shitimohan Kashalkar, the said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 2, Pune at Sr. No. 8536/1984. In pursuance of the said Sale Deed name of Mr. Abhay Shitimohan Kashalkar got duly mutated on the village 7/12 extract vide mutation Entry No. 18321.

AND WHEREAS said Mr. Abhay Shitimohan Kashalkar vide Sale Deed dated 17/04/2010 sold land admeasuring 326.20 sq. mtrs. to M/s. Pawan Developers, the said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 8, Pune at Sr. No. 4046/2010. In pursuance of the said Sale Deed name of M/s. Pawan Developers got duly mutated on the village 7/12 extract vide mutation Entry No. 18656.

AND WHEREAS Mr. Ramanand Sutradhar S/o. Mr. Sukhlal Sutradhar through his Power of Attorney (notarized Power of Attorney dated 19/01/1990) by registered Sale Deed dated 20/01/1992 bearing Sr. No. 303/1992 duly registered in the office of Sub-Registrar Haveli No. 8 Pune sold land admeasuring 200 sq. mtrs. to Mr. P Ramaraj as a result name of Mr. P. Ramaraj got duly mutated on the Village 7/12 extract by M.E. No. 14987.

AND WHEREAS said M.P-Ramaraj vide Sale Deed dated 01/11/2008 sold land admeasuring 100 sq. mts to M. Pandurang Venkatramayya Venkatshawarlu. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 8, Pune at Sr. No. 8511/2008. In pursuance of the said Sale Deed name of Mr. Pandurang Venkatramayya Venkatshawarlu got duly mutated on the village 7/12 extract vide mutation Entry No. 18806.

AND WHEREAS said Mr. P. Ramaraj vide Sale Deed dated 01/11/2008 sold land admeasuring 100 sq. mtrs. to Mrs. Senapaili Nagantamma Ratayya, the said Sale Deed is duly registered in the office

of Sub-Registrar Haveli No. 8, Pune at Sr. No 8509/2008. In pursuance of the said Sale Deed name of Mrs. Senapaili Nagantamma Ratayya got duly mutated on the village 7/12 extract vide mutation Entry No. 18807.

AND WHEREAS said Mr. Pandurang Venkatramayya Venkatshawarlu & Mrs. Senapaili Nagantamma Ratayya vide Sale Deed dated 03/08/2010 sold land admeasuring 200 sq.mtrs. to M/s. Pawan Developers, the said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 8, Pune at Sr. No 6863/2010. In pursuance of the said Sale Deed name of M/s. Pawan Developers got duly mutated on the village 7/12 extract vide mutation Entry No. 18809.

AND WHEREAS M/s. Pawan Developers by registered Sale Deed dated 22/03/2011 which deed is duly registered in the office of Sub-Registrar Haveli No. 7, Pune at Sr. No. 2750/2011 sold land admeasuring area about 00 H. 5.262 Ares i.e. 526.20 sq. mtrs. bearing Survey No. 26/1/1/6 to SHRI TIRUPATI HOUSING (**Promoters and Builders**) as a result name of SHRI TIRUPATI HOUSING (Promoters and Builders) got duly mutated on 7/12 extract by Mutation Entry No. 19259.

AND WHEREAS the said land bearing Survey No. 26, Hissa No. 2/1/35 was originally a part of larger land bearing Survey No. 26, Hissa No. 2/1 was owned by Mr. Ananda Bala Tingre. The said owner sold land admeasuring area 00 Hecter 03 Ares i.e. 300 sq. mtrs. to 1) Mr. Pradeep Murlidhar Urankar, 2) Mr. Baban Sakharam Gaikwad, 3) Mr. Madhukar Shankar Salve as a result of which names of 1) Mr. Pradeep Murlidhar Urankar, 2) Mr. Baban Sakharam Gaikwad, Mr. Madhukar Shankar Salve got duly mutated on the village 7/12 extract bearing Survey No. 26, Hissa No. 2/1/35 vide mutation entry No. 4535 but simultaneously in other rights column of the village 7/12 extract since land purchased was agricultural land and the 1) Mr. Pradeep Murlidhar Urankar 2) Mr. Baban Sakharam Gaikwad 3) Mr. Madhukar Shankar Salve not agriculturist the said transaction was declared as illegal u/s 84 (C) Bombay, Tenancy &

agricultural lands Act 1948 the said entry was deleted from the other rights column by order of Tehsildar Pune bearing No. 84(c)/S/R308/2001 and restriction on transfer of the said land was lifted.

AND WHEREAS out of the aforementioned 1) Mr. Pradeep Murlidhar Urankar 2) Mr. Baban Sakharam Gaikwad, 3) Mr. Madhukar Shankar Salve, Mr. Baban Sakharam Gaikwad with due consent of 1) Mr. Pradeep Murlidhar Urankar & Mr. Madhukar Shankar Salve by registered Sale Deed 29/01/1993 bearing Sr. No 311/1993 duly registered in the office of joint Sub-registrar Havli No. 2 Pune sold his share of land admeasuring 00 H. 01 Ares i.e. 100 sq. mtrs to Mr. Rajendra Ramchandra Kuchekar as a result name of Mr. Rajendra Ramchandra Kuchekar got duly mutated on the 7/12 extract by Mutation Entry No. 14439.

AND WHEREAS Mr. Rajendra Ramchandra Kuchekar by registered Sale Deed which is duly registered in the office of Sub-Registrar Haveli No. 8, Pune and sold land admeasuring area about 00 H. 01 Ares i.e. 100 sq. mtrs. to Mrs. Merry Ramu Yadav, as a result name of Mrs. Merry Ramu Yadav got duly mutated on 7/12 extract by Mutation Entry No. 14440.

AND WHEREAS Mrs. Merry Ramu Yadav by registered Sale Deed dated 20/05/2011 which deed is duly registered in the office of Sub-Registrar Have. No. 8, Pune vide Sr. No. 5106/2011 sold land admeasuring area about 00H 01 Ares i. e. 100 sq. mtrs. to SHRI TIRUPATI HOUSING (Promoters and Builders) as result name of SHRI TIRUPATI HOUSING (Promoters and Builders) got duly mutated on 7/12 extract by Mutation Entry No. 19353.

AND WHEREAS the Promoters submitted an application for conversion of ta use of the said land from Agricultural to non-Agricultural use and as per Order of Competent Authority (Sub Divisional Officer, Pune) **dated 05/12/2014** bearing No. **NA/SR/IV/530/2011** made under the provisions of Sec 4 of Maharashtra land revenue code 1966 the said

competent authority permitted conversion of user of the said land to Residential.

AND WHEREAS the Promoters has obtained **Commencement Certificate** from concern authority of Pune Municipal Corporation authority vide **Commencement Certificate No CC/1779/2011 dated 17/08/2011** and also obtained **Completion Certificate** from concern authority of Pune Municipal Corporation vide **Completion Certificate No. 0004436. OCC/1132/12 dated 07/12/2012.**

AND WHEREAS VENDORS had entered into Articles of Agreement dt. 05/05/2012 with SHREE TIRUPATI HOUSING (PROMOTERS & BUILDERS) A Partnership registered under the provisions of the Indian Partnership Act, 1932 Through any one of its Partners 1) Mrs. Sunita Krishnalal Bansal, 2) Mr. Sanjeev Omprakash Agarwal and 3) Mr. Asnok Balkisan Goyal and the said Articles of Agreement is duly registered in the office of Sub-Registrar Haveli No. 8 Pune vide Serial No. 4856/2012. The present VENDORS after fulfilled of term and condition of the Agreement and after obtaining necessary completion certificate in respect of the said Flat is situated the said Builder has given the actual and peaceful possession of the said to present VENDORS.

AND WHEREAS a Co-operative Housing Society under the provisions of the Maharashtra Co-op Societies Act, 1960 of all the owners of flats in the said building constructed upon the said properties is formed and registered under the name of **“TIRUPATI KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.”** and bears registration no. **PNA/PNA(5)/HSG[TC]/21854/2019-2020 dt. 25/02/2020** hereinafter referred to as the **“said Society”**.

AND WHEREAS the VENDORS herein are enjoying the possession of the said flat till date peacefully.

AND WHEREAS for just and reasonable cause the VENDORS thought it fit and desirable to sell the said flat described in the schedule-II hereunder.

AND WHEREAS after negotiations between the parties herein and based upon the assurances and undertakings given by the VENDORS to the PURCHASER as mentioned hereinafter, the VENDORS have agreed to sell to the PURCHASER and the PURCHASER has agreed to purchase from the VENDORS the said flat more particularly described in schedule-II hereunder for an amount of **Rs. 30,50,000/- (Rs. Thirty Lakh Fifty Thousand Only)** on the following terms and conditions.

THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the VENDORS shall sale to the PURCHASER and the PURCHASER shall purchase from the VENDORS for an amount of **Rs. 30,50,000/- (Rs. Thirty Lakh Fifty Thousand Only)** of the said flat i.e. **Flat No. 102**, admeasuring about **523 sq. ft. i.e. 48.60 sq. mtrs.** in Built up area and **Terrace** admeasuring about **43 sq. ft. i.e. 3.09 sq. mtrs.** situated on **First Floor**, in the society known as “**TIRUPATI KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**” and more particularly described in the schedule-II hereunder and constructed on land bearing Survey No. 26/1/1/6 & Survey No 26/2/1/35 situated at Village – Dhanori, Taluka- Haveli, District-Pune and more particularly described in the schedule-I hereunder written hereunder.

2. The PURCHASER has on or before the execution of this deed paid to the VENDORS an amount of **Rs. 30,000/- (Rs. Thirty Thousand Only)** in the following manner:-

Sr. no.	Amount	Particulars
i.	Rs. 30,000/-	paid by Purchaser to Vendor no. 2 by UPI transaction ID 661542141300 dt. 06/09/2026.
Total	Rs. 30,000/-	(Rs. Thirty Thousand Only)

(The receipt whereof the VENDORS hereby do admit, acknowledge and confirm do forever discharge, acquit, release the PURCHASER of the same and every part thereof). The PURCHASER shall pay the balance amount of **Rs. 30,20,000/- (Rs. Thirty Lakh Twenty Thousand Only)** to the VENDORS at the time of execution of the deed of assignment/deed of transfer of the said flat.

3. The VENDORS shall deliver to the PURCHASER the physical possession of the said flat at the same day of execution of the deed of assignment/deed of transfer of the said flat on receiving full and final payment of the said flat from the PURCHASER.

4. The VENDORS hereby covenant and agree to indemnify and keep indemnified the PURCHASER and his successors, assigns etc. against any loss and/or damage occasioned due to or as a result of any defect in title or want of title of the VENDORS to the said flat or due to any claim or demand of any person/s in relation to the said flat described in the schedule –II hereunder.

5. The VENDORS further declares that the VENDORS are is the absolute owner/holder of the said flat and that no person/s except the VENDORS have any right, title, interest, benefit, claim or demand of any nature whatsoever into or upon the said flat either by way of sale, exchange, trust, inheritance, maintenance or easement or otherwise however and that

the VENDORS have good right, full power and absolute authority to sale the said flat to the PURCHASER.

6. The VENDORS further declare that, except the charge of HSBC the VENDORS has not created any charge, mortgage, lien or encumbrance of any nature whatsoever upon or in respect of the said flat nor is the same or any part thereof the subject matter of any litigation nor is the same or any part thereof attached in execution of any decree nor have the VENDORS created any adverse right in favour of any person in respect of the said flat.

7. The VENDORS further declare that the VENDORS have not done any act, deed, matter or thing whereby the VENDORS are prevented from selling, transferring, assigning and assuring the said flat hereby agreed to be sold to the PURCHASER.

8. The VENDORS hereby further covenant with the PURCHASER that the VENDORS have to paid up to date Pune Municipal Corporation taxes and other taxes/bills/dues including M.S.E.D.C.L. bills, water supply bills, maintenance charges in respect of the said flat described in the schedule –II hereunder and the PURCHASER shall from the date of registration of deed of assignment /deed of transfer pay all future taxes and charges in respect of the said flat. The VENDORS further covenant that in case any arrears are found due before the date of execution of deed of assignment /deed of transfer from the VENDORS and the PURCHASER is required to pay the same, the VENDORS shall immediately reimburse the PURCHASER for all such sums/amounts.

9. The PURCHASER shall be seeking loan facility for the purchase of the said flat from a bank/financial institution and the VENDORS shall

provide all the necessary original documents to the PURCHASER so as to enable the PURCHASER to avail the said loan facility.

10. It is specifically acknowledged by the VENDORS that the PURCHASER shall be liable to pay the balance amount of **Rs. 30,20,000/-** to the VENDORS within **60 days** from the date of the VENDORS shall provide all the necessary original documents to the PURCHASER. In the event the PURCHASER is unable to pay the said amount of **Rs. Rs. 30,20,000/-** to the VENDOR within **60 days** from the date of the VENDORS have provided all the necessary original documents to the PURCHASER, then the present agreement shall stand cancelled in all respects and the VENDORS shall refund all money received from PURCHASER and the PURCHASER shall has no right and/or claim of whatsoever nature to and/or upon the said flat more particularly described in the schedule-II hereunder. After the Cancellation of the present Agreement the VENDORS shall sale the said flat to any person/s of his choice and the PURCHASER is not entitled to make any complaint of whatsoever nature in that behalf.

11. If the VENDORS neglects and / or does not comply with any and / or all terms of this agreement, the PURCHASER without prejudice to the PURCHASER other rights shall be entitled to get this Agreement specifically enforced through the Court of law at the risk and cost of the VENDORS.

12. The Society NOC shall get by the Vendors and charges for the same shall pay by VENDORS & PURCHASER equally.

13. The stamp duty and registration charges of these presents and of deed of deed of Assignment/deed of transfer are to be borne and paid by PURCHASER.

SCHEDULE - I
(THE SAID PROPERTY)

All that pieces and parcel of land totally admeasuring area 00 Hector 6.262 Ares i.e. 626.20 sq. mtrs. comprising of land admeasuring area about 00 Hector 5.262 Ares i. e. 526.20 sq. mtrs. or 5664.01 sq. ft. carved out of larger land bear Survey No. 26/1/1/6 and land admeasuring area about 00 Hector 01 Aar i.e. 100 sq. mtrs. carved out of larger land bearing Survey No. 26/2/1/35, situated at Village – Dhanori, Taluka- Haveli, District- Pune and situated within the limits of Pune Municipal Corporation and within the Jurisdiction of Sub – Registrar Haveli Pune and which is bounded as follows.

On or Towards East	By land n Survey No. 26, Dhanori, Pune
On or Towards South	By 30 feet wide common road.
On or Towards West	By land in Survey No. 26, Dhanori, Pune
On or Towards North	By land in Survey No. 26, Dhanori, Pune

SCHEDULE - II
(THE SAID FLAT)

Flat No. 102, admeasuring about **523 sq. ft. i.e. 48.60 sq. mtrs.** in Built up area and **Terrace** admeasuring about **43 sq. ft. i.e. 3.09 sq. mtrs.** situated on **First Floor**, in the society known as “**TIRUPATI KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**” and constructed upon the property mention in Schedule – I and which is bounded as follows.

WITNESS WHEREOF THE PARTIES HAVE SIGNED AND SEALED TODAY HERE AT PUNE ON THE DATE AND DAY MENTIONED ABOVE.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS

Name and Signature	Thumb Impression	Photo
1. MRS. SWATI DHAVAL KADAM		
2. MR. DHAVAL ASHOKRAO KADAM MR. DHAVAL ASHOK KADAM (As Per Pancard)		

SIGNED AND DELIVERED BY THE WITHIN NAMED
PURCHASERS

Name and Signature	Thumb Impression	Photo
MR. DEVENDRA SURESH JADHAV		

In the presence of **WITNESSES** :

1.Signature _____

Name _____

Address _____

2.Signature _____

Name _____

Address _____