

AGREEMENT TO SALE

THIS **AGREEMENT TO SALE** IS MADE AND EXECUTED ON THIS --
----- DAY OF **JULY** IN THE YEAR **2026**.

BETWEEN

1. MR. PRADEEP KAMALAKARRAO AURANGABADKAR

Age – 49 Yrs., Occ. – Service

Pan No. AVDPA7214L

Aadhar No. 3592 3970 0920

Mob. No. 9763300219

2. MRS. SUREKHA PRADEEP AURANGABADKAR

Age – 42 Yrs., Occ. – Service

Pan No. ALUPA4204D

Aadhar No. 3283 6741 2352

Mob. No. 8483026894

Both R/at – Flat No. 404, Gloria by Drishti Devloper, Mauli Nagar,
Katraj, Pune - 411046.

HEREINAFTER referred to as "**VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include themselves, their heir's executors, administrators, successors and assigns etc.)

... PARTY OF THE FIRST PART

AND

1. MR. SUJAL RAMESH PAGAR

Age – 23 Years, Occ. – Service

Pan No. GLDPP9376N

Aadhar No. 5209 0530 2273

Mob. No. -----

2. MRS. YOGITA RAMESH PAGAR

Age – 48 Years, Occ. – Housewife

Pan No. EYSPP4141R

Aadhar No. 4236 6994 2456

Mob. No. -----

Both R/at. - -----.

HEREINAFTER referred to as "**PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors and assigns etc.)

... PARTY OF THE SECOND PART

WHEREAS all that piece and parcel of **Flat No. 301**, on **Third Floor**, in **Building/Wing B**, having admeasuring **Carpet area 51.1 Sq. Mtrs. + Attached Terrace admeasuring area 4.65 Sq. Mtrs. +** along with **Covered Car Parking bearing No. -----**, in the Scheme/Project known as "**DESTINATION MEMOIR**", which society known as "**DESTINATION MEMOIR WING B CO-OPERATIVE HOUSING SOCIETY LTD.**", having its **PCMC Property No. 1130107220.00 and MSEDCL Consumer No. 170146819888**, constructed on land bearing **Gat No. 1584**, situated at **Village – Chikhali, Taluka – Haveli, District – Pune** and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune along with common amenities and facilities provided by the builder.

AND WHEREAS All the piece and parcel of property bearing Gat No. 1584 area admeasuring 00 H. 91 R + 00 H 05 R Potkharaba, total area admeasuring 00 H 96 R, assessed at Rs. 1.81 situated at Village Chikhali, Tal. Haveli, Dist. Pune and situated within the jurisdiction of Sub-Registrar Haveli Pune and within the jurisdiction of Pimpri Chinchwad Municipal Corporation.

AND WHEREAS the above 00 H 18 R + 00 H 18 R i.e. 00 H 36 R land was transferred by M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane by executing Development Agreement and Power of Attorney in favour of Nirmala N. Thole, Varsha Pankaj Patni and Jyoti Santosh Patni with the consent of Changunabai Sopan More deceased through her legal heirs. Bapu Sopan More, Baby Pralhad Yadav, Balu Sopan More, Dnyaneshwar Balu More, Shakuntala Ganpat Giri, Lilabai Pandurang Sandbhor deceased through her legal heirs Kalabai Baban Dabhade, Rambhau Genu More, Ambu Genu More deceased through his legal heirs Nita Ambu More and Sadhu Genu More through their Power of Attorney Holder M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane in respect of property bearing Gat No. 1584, area

admeasuring 00 H 36 R out of total area admeasuring 00 H 96 R (including Potkharaba). The said Development Agreement and Power of Attorney area registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 5755/2006 and 5756/2006 dated 15/07/2006.

AND WHEREAS it is seen that Sau. Varsha Pankaj Patni had executed Power of Attorney in favour of Pankaj Kalyanmal Patni in respect the property taken for development. The said Power of Attorney was registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 3136/2007 on 10/04/2007.

AND WHEREAS thereafter Nirmala N. Thole, Varsha Pankaj Patni through her power of attorney holder Pankaj Kalyanmal Patni and Jyoti Santosh Patni have executed Development Agreement and Power of Attorney in favour of Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani with the consent of Changunabai Sopan More deceased through her legal heirs Shri. Bapu Sopan More, Baby Pralhad Yadav, Shri. Babulal Balu More, Shri. Dnyaneshwar Balu More, Sau. Shakuntala Ganpat Giri, Lilabai Pandurang Sandbhor deceased through her legal heirs Kalabai Baban Dabhade, Shri. Rambhau Genu More, Ambu Genu More deceased through his legal heirs Nita Ambu More and Sadhu Genu More through their Power of Attorney Holder M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane through their Power of Attorney Holder Nirmala N. Thole, Varsha Pankaj Patni through her power of attorney holder Pankaj Kalyanmal Patni and Jyoti Santosh Patni in respect of property bearing Gat No. 1584 area admeasuring 00 H 36 R out of total area admeasuring 00 H 96 R (including Potkharaba). The said Development Agreement and Power of Attorney was registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 4022/2007 and 4023/2007 dated 11/05/2007.

AND WHEREAS thereafter Pandharinath Kondiba More, Gangaram Kondiba More deceased through his legal heirs Pandharinath Kondiba More, Dattu Mahadu More, Bhausahab Mahadu More, Prakash Babanrao More, Jalindar Babanrao More, Shivaji Babanrao More, Minakshi Shantaram Kalbhor, Vimal Baban More, Minanath Pandharinath More, Dnyaneshwar Pandharinath More, Sundar Dattu More, Gorakshnath Dattu More, Navnath Bhausahab More & Santosh Navnath More had executed Development Agreement and Power of Attorney in favour of M/s.

Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane in respect of property bearing Gat no. 1584, area admeasuring 00 H 45 R out of total area admeasuring 00 H 96 R (including Potkharaba). The said Development Agreement and Power of Attorney were registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 4745/2006 and 4746/2006 dated 05/06/2006.

AND WHEREAAs thus M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane had got exclusive rights in respect of area admeasuring 00 H 45 R from the said property with the powers to dispose off the same.

AND WHEREA thereafter M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane had transferred development rights by executing Development Agreement and Power of Attorney in favour of Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani with the consent of Gangaram Kondiba More through his legal heirs Shri. Pandharinath Kondiba More, Shri. Dattu Mahadu More, Shri. Bhausahab Mahadu More, Shri. Prakash Babanrao More, Shri. Jalindar Babanrao More, Shri. Shivaji Babanrao More, Sau. Minakshi Shantaram Kalbhor, Smt. Bimal Baban More, Shri. Minanath Pandharinath More, Shri. Dnyaneshwar Pandharinath More, Shri. Sundar Dattu More, Shri. Gorakshnath Dattu More, Shri. Navnath Bhausahab More, Shri. Santosh Navnath More through their Power of Attorney Holder M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane in respect of property bearing Gat No. 1584, admeasuring 00 H 45 R out of total area admeasuring 00 H 96 R (including Potkharaba). The said Development Agreement and Power of Attorney was registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 5896/2006 and 5897/2006 dated 24/07/2006.

AND WHEREAS thereafter Shri. Dhondiba Gopala More had executed Development Agreement and Power of Attorney in favour of Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani in respect to property bearing Gat No. 1584, admeasuring 00 H 15 R out of total area admeasuring 00 H 96 R (Potkharaba). The said Development Agreement and Power of Attorney was registered in the office of Sub-Registrar Haveli No. 5 noted at serial no. 5953/2006 and 5954/2006 dated at 26/07/2006.

AND WHEREAS thus Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani had acquired exclusive development rights in respect of said property to the extent of total area admeasuring 00 H 96 R with the powers to dispose off the same by above mentioned documents.

AND WHEREAS it is seen that the daughters of Gopala More i.e. Satyabhama Babanrao Tingre & Kusum Dnyaneshwar Tapkir had released/ relinquished their undivided share from the said property in favour of their brother Ananda Gopal More. The said release deed was registered in the office of Sub-Registrar Haveli No. 17 noted at Sr. No. 1942/2013 on 18/02/2013.

AND WHEREAS Mutation entry No. 24045 shows that, Changunabai Sopan More deceased through her legal heirs Shri. Babu Sopan More, Baby Pralhad Yadav, Shri. Balu Sopan More, Shri. Dnyaneshwar Balu More, Sau. Shakuntala Ganpat Giri, Lilabai Pandurang Sandbhor deceased through her legal heirs Kalabai Baban Dabhade, Shri. Rambhau Genu More, Ambu Genu More deceased through his legal heirs Nita Ambu More and Sadhu Genu More through their Power of Attorney Holder M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane through Power of Attorney Holder Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani, Shri. Dhondiba Gopala More, through Power of Attorney Holder Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani & Pandharinath Kondiba More, Gangaram Kondiba More deceased through his legal heirs Pandharinath Kondiba More, Dattu Mahadu More, Bhausahab Mahadu More, Prakash Babanrao More, Jalindar Babanrao More, Shivaji Babanrao More, Minakshi Shantaram Kalbhor, Bimal Baban More, Minanath Pandharinath More, Dnyaneshwar Pandharinath More, Sundar Dattu More, Gorakshnath Dattu More, Navnath Bhausahab More, Santosh Navnath More through their Power of Attorney Holder M/s. Mahalaxmi Associates through its Partner Shri. Namdev Bajirao Sonawane through Power of Attorney Holder Nirmala N. Thole, Varsha Pankaj Patni through her power of attorney holder Pankaj Kalyanmal Patni and Jyoti Santosh Patni through their Power of Attorney Holder Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani executed Sale Deed with the consent of Orange Properties through its Proprietor Shri. Vinod Ashok Gangwani in favour of M/s. Kalbhor Gavhane Landmarks through its Partner Shri. Amit Damodar

Gavhane in respect of Gat No. 1584 total area admeasuring 00 H 96 R. The said Sale Deed was registered in the Office of Sub-Registrar Haveli No. 17 noted at serial No. 383/2013 on 09/01/2013. As per the said Sale Deed name of M/s. Kalbhor Gavhane Landmarks through its Partner Shri. Amit Damodar Gavhane is recorded in the record of 7/12 extract of Gat No. 1584 total area admeasuring 00 H 96 R. Thus M/s. Kalbhor Gavhane Landmarks through its Partner Shri. Amit Damodar Gavhane became owner of Gat No. 1584.

AND WHEREAS thereafter it is seen that Ananda Gopala More had executed Confirmation Deed in favour of M/s. Kalbhor Gavhane Landmarks through its Partner Shri. Amit Damodar Gavhane in respect of said property to the extent of area admeasuring 00 H 15 R sold by Dhondiba Gopal More. The said Confirmation Deed was registered in the office of Sub-Registrar Haveli No. 17 noted at serial no. 2020/2013 dated 21/02/2013.

AND WHEREAS thereafter it is seen that Sitabai Tukaram Sandbhor, Shri. Ramdas Tukaram Sandbhor, Lilabai Pandurang Sandbhor deceased through her legal heirs Dilip Pandurang Sandbhor, Harshada Prabhakar Pavle and Bitabai alias Sunita Tulsiram Tanpure had executed Consent Deed in favour of M/s. Kalbhor Gavhane Landmarks through its Partner Shri. Amit Damodar Gavhane in respect of the said property to the extent of area admeasuring 00 H 18 R sold by Bapu Sopan More, Beby Pralhad Yadav, Babulal Balu More, Dnyaneshwar Balu More, Shakuntala Ganpat Gire & Kalabai Baban Dabhade. The said Confirmation Deed was registered in the office of Sub-Registrar Haveli No. 17 noted at serial no. 1071/2013 dated 28/01/2013.

AND WHEREA thereafter it is seen that Chandrabhaga Vasant Phalke had executed Consent Deed in favour of M/s. Kalbhor Gavhane Landmarks through its partner Shri. Amit Damodar Gavhane in respect of the said property to the extent of area admeasuring 00 H 18 R sold by Rambhau Genu More, Nita Ambu More & Sadhu Genu More. The said Confirmation Deed was registered in the office of Sub-Registrar Haveli No. 17 noted at serial no. 1627/2013 dated 12/02/2013.

AND WHEREAS that M/s. Kalbhor Gavhane Landmarks through its Partner Mr. Amit Damodar Gavhane had carried out

demarcation of the above property from concerned office on 05/04/2014. Accordingly, M/s. Kalbhor Gavhane Landmarks had obtained demarcation certificate by its urgent M.R. No. 7952/2013.

AND WHEREAS that M/s. Kalbhor Gavhane Landmarks through its Partner Mr. Amit Damodar Gavhane had obtained D.P. Opinion from the office of PCMC vide No. Narvi/kavi/27/146/14 on 27/05/2014.

AND WHEREAS the Collector Pune (Revenue Branch) has granted permission for **Non-Agricultural** use of said land Vide Order No. **PMH/NA/SR/1030/2014 on 25/02/2014.**

AND WHEREA the Pimpri Chinchwad Municipal Corporation sanctioned the building plan in respect of the building proposed to be constructed only on the said land vide No. **B.P./Chikhali/46/2014 on 22/08/2014** and has obtained **Commencement Certificate** for construction of buildings in respect of the said property & which is further revised vide No. **B.P./Chikhali/56/2015 on 21/07/2015, B.P./Chikhali/88/2015 on 05/12/2015 and B.P./Chikhali/46/2016 on 06/05/2016.**

AND WHEREAS **MR. PRADEEP KAMALAKARRAO AURANGABADKAR and MRS. SUREKHA PRADEEP AURANGABADKAR** have purchased the said Flat from **M/S. KALBHOR GAVHANA LANDMARKS LLP** by way of **Agreement to Sale** which was duly registered in the office of the **Sub – Registrar Haveli No. 24, Pune vide document Serial No. 6410/2015 dated 05/08/2015** and got the vacant and peaceful possession of the said flat.

AND WHEREAS after completion of construction of **B Building Pimpri Chinchwad Municipal Corporation** has issued **Part Completion Certificate bearing No. 658/2017 on dated 13/10/2017.**

AND WHEREAS The **M/S. KALBHOR GAVHANA LANDMARKS LLP** has issued **Possession letter** in favour of **MR. PRADEEP KAMALAKARRAO AURANGABADKAR and MRS. SUREKHA PRADEEP AURANGABADKAR, on dated 30/10/2017.**

AND WHEREAS as required by the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act. 1963 the said developer has to propose an organization and the same was formed and registered as **“DESTINATION MEMOIR WING B CO-OPERATIVE HOUSING SOCIETY LTD.”** with the registrar of Co-operative Societies Pune under the Maharashtra Co-operative Societies Act, 1960 under the Reg. No. (Regd. No. **PNA/PNA(6)/HSG/(TC)/18535/2017-2018 DT. 22/11/2017.**

AND WHEREAS The **M/S. KALBHOR GAVHANA LANDMARKS LLP** issued **Car Parking Allotment Letter** in favour of **MR. PRADEEP KAMALAKARRAO AURANGABADKAR and MRS. SUREKHA PRADEEP AURANGABADKAR, on dated -----.**

AND WHEREAS That **MR. PRADEEP KAMALAKARRAO AURANGABADKAR and MRS. SUREKHA PRADEEP AURANGABADKAR,** have obtained loan over the said flat from **ICICI Bank** and it is still in existence.

AND WHEREAS the VENDORS herein want to sell the said property and have decided to transfer their ownership right, title and interest of the said property in favor of the prospective PURCHASERS.

AND WHEREAS the PURCHASERS herein are in need of the residential accommodation in the said locality, being learnt about the decision of the VENDORS to dispose of the said property approached to the VENDORS, the number of meetings were held and after negotiations, VENDORS have felt the consideration price of the property offered by the PURCHASERS are reasonable and agreed to sale the said property to the PURCHASERS herein.

AND WHEREAS the VENDORS herein have agreed to transfer their right, title and interest therein to the PURCHASERS on the following terms and conditions agreed to between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That at the consideration amount of **Rs. 39,00,000/-/- (Rupees**

Thirty Nine Lakhs Only) excluding any applicable stamp duty, registration charges and other applicable statutory levies related to the sale transaction, the VENDORS have agreed to transfer, sale, convey all his right, title and interest in respect of the said FLAT in favour of the PURCHASERS subject to all the terms and conditions herein.

2. The PURCHASERS have agreed to pay the said consideration amount of **Rs. 39,00,000/-/- (Rupees Thirty Nine Lakhs Only)** to the VENDORS in the following manner.

-: SCHEDULE OF PAYMENT:-

Rs. -----/-	PURCHASERS has paid to the VENDORS by way of NEFT bearing Transaction No. ----- -on dated -----from ---- bank.
Rs. -----/-	PURCHASERS will pay to the VENDORS within 60 days of the agreement by taking loan from any Bank or financial institute at the time of Final Sale Deed.
-----	-----
Rs. 39,00,000/-	(Rupees Thirty Nine Lakhs Only)

Payment Schedule is the essence of the agreement.

3. The VENDORS hereby admits and acknowledges to have received the part payment **Rs. -----/- (Rupees ----- Lakh ----- Only)** as mentioned hereinabove out of the total consideration thereof.
4. The PURCHASERS agreed to bear and pay all the expenses of the stamp duty, registration charges and advocate fees etc.
5. The VENDORS shall handover the peaceful and possession of the said FLAT to the PURCHASERS after receiving the full and final consideration amount as mentioned above and on fulfillment of terms of the agreement.
6. The VENDORS shall handover all required original documents of registration, M.S.E.D.C.L. receipts, property tax receipts, etc. to the PURCHASERS as may be demanded by the PURCHASERS for obtaining loan on the said flat. Those VENDORS shall handover Society NOC and Society Share Certificate both originals on or before

the date of registration of the said Deed of Assignment / Sale Deed.

7. The VENDORS shall satisfy the PURCHASERS about his title to the said Flat being marketable and will answer all reasonable queries raised by the PURCHASERS and shall give all the copies of relevant documents if required.

8. The said FLAT will be transferred in the condition as it is whereas basis by the VENDORS and the PURCHASERS shall not make any additions or alterations therein.

9. On delivery of the possession of the said Flat to the PURCHASERS shall be absolute owner thereof with all rights of occupation thereto as a member of the association and thereafter the VENDORS shall have no right, title and interest in the said flat.

10. All the maintenance charges, regarding the said flat including municipal taxes, M.S.E.D.C.L. Bills, upto the date of delivery of the possession shall be paid by the VENDORS and thereafter the PURCHASERS shall be liable to pay the same.

11. To sell / transfer all the ownership rights, title and interest in the said flat so also the electricity connection in the name of the PURCHASERS is the essence of this contract and the VENDORS has promised and assured to fulfill their part of the obligations as stated hereinabove. The VENDORS will give the required help to the PURCHASERS for transferring electric meter in his name, and the PURCHASERS shall bear the required expenses etc. if any.

12. The VENDORS have agreed to present at the office of the Sub Registrar Haveli and execute and register the deed of assignment in favor of the PURCHASERS on receipt of the balance full and final consideration amount.

13. In the P.C.M.C. tax records, the VENDORS name is entered and the VENDORS have agreed to sign if required all the papers for transferring the said flat in the name of the PURCHASERS in P.C.M.C. tax records and the PURCHASERS shall bear the required expenses.

14. The VENDORS shall pay all the dues, cess, taxes and amounts payable to all the govt. Semi govt. and local authorities including electricity bills, property taxes etc. till the date of delivery of possession. And thereafter the VENDORS shall not be liable to pay

the same; the PURCHASERS shall be responsible for paying the same.

15. The VENDORS further covenants with the PURCHASERS that the said property is self-acquired flat purchased by them from their self-earnings and they are having each and every right to transfer, sell, alienate their ownership right title and interest in the said flat in favor of the PURCHASERS.

16. The VENDORS hereby agree and covenant with the PURCHASERS that they possess a clear, marketable title of the said flat and further indemnify and shall always keep indemnified by the PURCHASERS from any claim, damage, losses, suits, actions etc. and further covenant that they will clear and remove all the doubts, defects, if any, in respect of the title to the said flat at their own costs, risk and expenses.

17. The VENDORS hereby declare that all the recitals, titles hereinabove are true and correct and nothing is concealed there from.

18. This Agreement to sale shall always be under the provisions of Maharashtra Co-operative Societies Act 1960 and applicable as amended from time to time.

SCHEDULE - I
(DESCRIPTION OF THE LAND)

All the piece and parcel of land admeasuring 00 H. 91 R + 00 H 05 R Potkharaba, total area admeasuring 00 H 96 R out of **Gat No. 1584**, situated at **Village Chikhali, Tal. Haveli, Dist. Pune** and situated within the jurisdiction of Sub-Registrar Haveli Pune and within the local limits of Pimpri Chinchwad Municipal Corporation which property is bounded as follows:

On or Towards the East	: By Road/Gat No. 1654.
On or Towards the South	: By Gat No. 1584/Mr. Datu Dhodiba More.
On or Towards the West	: By Gat No. 1584/Mr. Datu Dhodiba More.
On or Towards the North	: By Road

SCHEDULE - II
(DESCRIPTION OF THE SAID FLAT)

All that piece and parcel of **Flat No. 301**, on **Third Floor**, in **Building/Wing B**, having admeasuring **Carpet area 51.1 Sq. Mtrs. + Attached Terrace admeasuring area 4.65 Sq. Mtrs.** + along with **Covered Car Parking bearing No. -----**, in the Scheme/Project known as **“DESTINATION MEMOIR”**, which society known as **“DESTINATION MEMOIR WING B CO-OPERATIVE HOUSING SOCIETY LTD.”**, having its **PCMC Property No. 1130107220.00 and MSEDCL Consumer No. 170146819888**, constructed on land bearing **Gat No. 1584**, situated at **Village – Chikhali, Taluka – Haveli, District – Pune** and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune along with common amenities and facilities provided by the builder.

IN WITNESS WHEREOF the parties herein have signed this **AGREEMENT TO SALE** on this day and year first hereinabove written.

SIGNED, SEALED BY the within named “VENDORS” PARTY OF THE FIRST PART		
Sign	L. H. Thumb	Photo
-- 1. MR. PRADEEP KAMALAKARRAO AURANGABADKAR		

-- 2. MRS. SUREKHA PRADEEP AURANGABADKAR		
SIGNED, SEALED BY the within named “PURCHASERS” PARTY OF THE SECOND PART		
Sign	L. H. Thumb	Photo
- 1. MR. SUJAL RAMESH PAGAR		
-- 2. MRS. YOGITA RAMESH PAGAR		
In presence of WITNESSES.		
1) Signature: Name: Address:		
2) Signature: Name:		

Address: