

AGREEMENT TO SALE

Zone No. :- 9.2

RCC Construction :- Rs.9000per Sq. Mtr.

Stamp Duty :- Rs. 00,000/-

By the D.D. No. _____

Plot Rate :- Rs. 5000 per Sq. Mtr.

Real Valuation :-Rs. 00,00,000/-

Registration Fee :- Rs. 00,000/-

Bank Name :- _____

This Agreement of Sale of Row House NO - 01 (as per permission) (2BHK) Admn. 72.33 Sq. Mtrs. in Project 'DREAM HOMES' OF SUKHAKARTA BUILDERS AND DEVELOPERS situated on Gut No. 434 , Plot No. 41A, in Yelgaon , Chikhli Road, Buldana, is made and executed on 27 day of August 2017at Buldana

BETWEEN

SUKHAKARTA BUILDERS AND DEVELOPERS,

(A registered Partnership Firm, registered under the Indian Partnership Act)

PAN NO.:-

Through its Partner's,

- 1) **Sau. Urmila Ashvin Satpute,**
Aged 34 years, Occu: Housewife,
R/o. Itape Layout, Chikhli Road, Buldana.
PAN NO.:- DAYPS9629J
- 2) **Gopal Pandurang Pandit,**
Aged 38 years, Occu: Business,
R/o. Laxmi Nagar, Buldana.
PAN NO.:-

Hereinafter called as VENDOR / BUILDER / OWNER (which expression shall mean, include all their heirs, successors, representatives, executors, administrators & assignees etc.)

AND

Mr.

Age: 56 Yrs, Occu: Govt.service
R/o. Rautwadi, Chikhli Dist.-Buldana.
PAN NO. -

Hereinafter called as the "Purchaser/Vendee", (which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS, as **Shri Datttraya Laxmanlal Kayastha**, approached to the Grantor & Developer for sale of the above Plot. After negotiations between the **Shri Datttraya Laxmanlal Kayastha** and Grantor & Developer, the said plot was decided to sell to Grantor & Developer. Thereafter the proposal was submitted to the Deputy Registrar, Taluka Buldana for permission to sell the above land, The Deputy Registrar Taluka Buldana, pleased to grant the permission

AND WHEREAS, after granting the permission, **Shri Datttraya Laxmanlal Kayastha**, executed a Sale Deed in favour of Developers/Grantors, registered at Sr. No. /2013 in the Office of Sub- Registrar, Buldana on / /

AND WHEREAS, on the basis of the above said registered sale deed, **SUKHAKARTA BUILDERS AND DEVELOPERS**, a Registered Partnership Firm, through its Partners **Sau. Urmila Ashvin Satpute**, applied to the Revenue Officer, Buldana, to carry out the Mutation of it's name in the 7/12 extract of the **Plot No.**, **Gut No.** of village **Yelgaon, Tq. Dis. Buldana** and accordingly, the name of Developers/Grantors, mutated **vide Mutation Entry No.**

AND WHEREAS, the above said land is being within the limits of Yelgaon Grampanchayat, the Grantor & Developer have paid the Properly Taxes on 2017-18 and on .09.2017, taxes, City Development Charges, Land Development Charges, Staircase and other Premium, City Development charges for construction permission, etc. to the Yelgaon Grampanchayat, vide different receipts.

AND WHEREAS the Grantor has got approved the building Layout Plans from the Yelgaon Grampanchayat under Commencement Certificate No. **01/2017**, dated **30/08/2017** and offered to grant FSI rights to the extent of 00.0000 **Sq.Mtrs.** The Grantor reserves Right to obtain further revised construction permission as may be deemed fit by Grantor .

AND WHERAS the Grantor has decided to construct over the land described above buildings known as **DREAM HOMES, Row house** for Residential Purpose and are all capable of individual utilization on account of having their own exit to a common area.

Each tenement/unit constituting a heritable and transferable rights in immovable property within the meaning of any law for the time being in force in the state .

AND WHEREAS the purchaser has gone through all the above referred documents, also other ownership title documents of the Owner/Builder and after being fully satisfied about the title and the plan approved by the Grampanchayat **Yelgaon** requested the vendor / builder to sell **Rowhouse No. 01 as per permission (2BHK) Admn. 72.33 sq. Mtrs. In DREAM HOMES**, which is specifically described in Schedule-"B" hereunder and the builder also agreed for the same on the following terms and conditions.

NOW THIS DEED OF AGREEMENT TO SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Vendor has agreed to sell the **Row house No. 01 as per permission (2BHK) on Admn. 72.33 sq. Mtrs. In DREAM HOMES**, to the purchaser for the total consideration of **Rs. 00,00,000/- (Rupees Laks Only)** out of which the purchaser has paid the amount of **Rs. 0,00,000 /- (Rupees Laks Only)** by Cash/ by Cheque to the Vendor as earnest money and the Vender hear by acknowledge the receipt of the same. The remaining amount of consideration will be paid by the purchaser to the Vendor as per the Schedule given herein below in this agreement. The payment schedule is:-

PAYMENT SCHEDULE :-

The flat purchaser hereby agrees to pay Builder the balance amount of purchase price in the following manner.

- | | |
|--------|------------------------------|
| 1) 10% | :- Booking Amount |
| 2) 15% | :- Plinth level |
| 3) 15% | :- Lintel level |
| 4) 20% | :- Slab level. |
| 5) 15% | :- First floor lintel level |
| 6) 15% | :- Slab level |
| 7) 07% | :- Finishing |
| 8) 03% | :- At the time of Possession |

PAYMENT DETAILS :-

Sr. No.	Amount	Date	Cheq. No.	Bank
a.	0,00,000/-	00/11/2017		S.B.I.,
b.				
c.				
d.	00,00,000/-	Balance		Will be pay as per above schedule
Total	00,00,000/-			

2. That the time of payment of balance consideration amount shall be essence of contract. If the purchaser fails to pay the balance consideration amount on the stipulated date as detailed herein above, he will have to pay the interest@ 3% per month or part thereof for every delayed payment.

Even by paying the interest, the maximum delay of three months will be condoned and thereafter the right of the purchaser to purchase the unit / will automatically stands cancelled without any further notice for the same and the builder/Vendor will be at liberty to sell/transfer the said unit/ to anybody and in that event the purchaser will be entitled for the refund of only 15% amount paid by him up to that date to the builder/Vendor.

3. That any liability of whatsoever nature under Goods and Service tax (GST) ,etc., if any, arising out of sale transaction under this agreement of **Row house** unit levied by the Govt. in future, the same shall be paid by the purchaser as and when the same becomes payable.

4. That the construction of the buildings is in accordance with the approved plan of Yelgaon Grampanchayat However, the Vender will be entitled to make any modification in the said plan as deemed necessary, just and proper for the construction of the building. Extra work, alteration made by the Vendor/builder, on the request of the purchaser will be charged separately and such extra charges should be paid by the Purchaser in advance before execution of such items.

5. That the purchaser will also have to pay all the expenses for installation of common transformer, individual electric meter etc. and shall also bear charges for common water connection of the Row house including therein the proportionate expenses of service line charges before the possession of the **Row house** under sale, in addition to the cost of the Row house.
6. The Purchaser shall not transfer assign or part with the interest or possession of the property under this agreement prior to execution of sale deed without the prior permission in writing from the Vendor / builder.
7. That on completion of the **Row house**, the purchaser shall be given intimation by the Vendor and within a week from the receipt of said intimation, the purchaser will have to pay all the dues and balance consideration amount of said Row house and to get the sale deed executed in his favor at his own cost and to obtain the possession of the said Row house. The address of the communication of the Vendor and the Purchaser is mentioned in the title clause. Even if the purchaser fails to obtain the possession of the Row house under sale by paying all dues of the builder, within a week of intimation, he will be liable to pay all the recurring charges of the Row house under sale, such as, Municipal Taxes, monthly maintenance etc.
8. That the purchaser shall bear all the cost, expenses for execution and registration of this agreement of sale and sale deed from, including stamp duty, registration charges etc.
9. That on completion of the possession of the **Row house** under sale to all money in this Deed. Row house the Vendor shall hand over the purchasers subject to realization of all money in this Deed.
10. That from the date of possession of the **Row house** the purchasers will be bound to pay all the Grampanchayat Sundarkhed Taxes and other taxes attributable to the Row house purchased by him, whether assessed separately or jointly.

11. That the purchasers shall use **the Row house** or part thereof, or permit the same to be used only for the residential purpose. The purchasers shall use the parking spaces only for the purpose of parking.

12. That the purchasers will be also liable to bear and pay all Goods and service tax (GST) Taxes , local taxes, water charges, and such other levies, if any, which are imposed by the concerned authorities.

13. That the purchasers shall not cause any structural changes in the **Row House** purchased by him at any time and in case any damage is caused to the buildings on account of negligence or default of the purchasers, the purchasers shall be liable for the consequences of the breach. But however, they will be at liberty to do interior decoration, furniture, fixtures, etc. as desired by them at their own cost but without demolishing the Row house or alteration of thereof, nor any alteration in the elevation & external colour scheme .The purchasers shall keep the portions, sewers, drainage lines in the Row house and appurtenances thereto in good tenable repair condition.

14. The Agreement of Sale is executed under the jurisdiction of the Courts of Buldana (Maharashtra State) and any dispute arising out of this agreement will be interpreted and dealt within the Courts of Buldana (Maharashtra State) only.

15. Each **row house** has a common wall and the purchaser has to get concerned before sailing or any work of adjoining row house owner.

SCHEDULE - A

Plot No. 41 A, Gut No. 434, Yelgaon Tq. Dist. Buldana, admeasuring 00.00. Sq. Mtrs., out of layout sanctioned in R.C. No./ NAP 34/ Yelgaon /13/1988-89 Decided on 09-01-1989 on the file of SDO , Buldana is bounded as under:-

Towards East	:-	Lay-out 9.00 m. wide Road
Towards West	:-	Plot no 36A
Towards North	:-	Plot no 41B
Towards South	:-	Plot no 42B

SCHEDULE - B

Row House No. 01 as per permission (2BHK) Admn. 00.00 Sq. Mtrs. in DREAM HOMES , which excludes the area of Boxes, , Parking, Terrace, etc., at "DREAM HOMES". forming part of Plot No. 41A, Gut No. 434, Yelgaon, Tq. Dist. Buldana, admeasuring 00.00 Sq. Mtrs. of Village Yelgaon, withr in Limits of Yelgaon Grampanchayat of Taluka & Dist. Buldana is bounded by:-

Towards East	:-	Lay-out 9.00 m. wide Road
Towards West	:-	Row house no 03
Towards North	:-	Row house no 04
Towards South	:-	Row house no 05

SCHEDULE - C

1	Structure	Standard R.C.C. Framed Structure
2	External Walls	9" External Brick Wall
3	Internal Walls	4" Brick Wall
4	Front Doors	Teak wood Door
5	Internal Doors	All other Door will be of R.C.C. Frames with flush door shutter
6	Windows	Aluminum Two Track window with M.S.Grill.
7	Flooring	Vitrified Tiles in Entire Flat
8	Kitchen Ota	Granite Ota with Steel Sink in Kitchen and Dado up to Lintel Level
9	Dado	7 ft. Glazed Tiles in Bathrooms & 3 ft. Glaze stiles in W/C
10	Electric	Concealed Wiring
11	Water	over Head Tank
12	Painting	External Emulsion Paint & Internal Walls in OBD Paint.
13	Plumbing	Internal Concealed Plumbing.

IN WITNESS WHEREOF THIS AGGREMENT TO SAIL IS EXECUTED AT
BULDANA ON THE DAY AND THE YEAR MENTIONED FIRST
HEREINABOVE :-

WITNESSES :-

SELLER/VENDOR

1. _____ **SUKHAKARTA BUILDERS AND DEVELOPERS**

Age: _____ years, Occu.: _____

Through its partner

(Sau. Urmila Ashvin Satpute)

2. _____

(Gopal Pandurang Pandit)

Age: _____ years, Occu.: _____

VENDEE/PURCHASER

xyz