

Agreement
Orange County
Smita Deshmukh
Rajesh Pawar
11/10/2016

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Mouje : Navsari, Zone No. 1.3 Rate Rs. 26,700/- per Sq. Mtrs.
Survey No. 42/5, Plot No. 7-B,8-A,8-B
Flat No. F-101(First Floor) Super Built up area : 70.40 Sq. Mtrs.

AGREEMENT OF SELL

" Orange county"

Govt. & Market value of Property of Rs. 27,00,000/-

Rs. Twenty Seven Lacs only

Stamp Duty of Rs.

(D.O.D. registered on 15.10.2016 at Sr. No. 4219 with S.R.O. Amravati.)

THIS AGREEMENT TO SELL IS MADE AT Amravati on day
of BETWEEN -

PARTY NO. 1 :- **Bapuji Consructions** Through Proprietorship
Shri Dnyaneshwar Namdeorao Wankhade,
Aged about 68 years, Occupation : Business & Agriculture,
R/o Above Mai Medicals, Harsharaj Colony, V.M.V. Road,
Amravati.[PAN-AABPW8600K]

Hereinafter called as the Party No. 1 (Owner) (Which expression shall, unless
repugnant to the context or meaning thereof, deemed to include his heirs,
executors, administrators, and assignees) of FIRST PART

AND

PARTY NO. 2:- 1) **Smita Narhari Deshmukh,**
Aged 40 years, Occupation: Senior Assistant
[PAN-ATIPD9989M]
2) **Rajesh Keshaorao Pawar**
Aged 42 years. Occ: Jr Adminstrators
[PAN-BDTPP0094A]

ADD : Plot no. 35, Keshav, Dr. Panjabrao Deshmukh Colony,
Behind Saurabh Colony, V.M.V. Amravati - 444604

Hereinafter called as the Party No. 2 ('Purchaser') (Which expression shall unless
it is repugnant to the context or the meaning thereof be deemed to include his
heirs, executors, administrators, and assignees) of SECOND PART.



WHEREAS the Party No.1. Shri Dnyaneshwar Namdeorao Wankhade is the sole
and absolute owner of layout converted plot Plot No. 7-B,admeasuring
1943.95sq.ft. (181.13sq.mtrs) 8-A,admeasuring 1994.04sq.ft (185.32sq.mtrs) & 8-

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B admeasuring 2034.93sq. ft. (189.12sq.mtrs sq.mtrs.) from F.S. Nos. 42/5 of mouje Navsari, Pragane Nandgaon Peth, Tq. & Dist. Amravati, converted as per Rev. Case NAP-34/Navsari-40/2015-2016 date 20/04/1998 23/12/2015, situated within the limits of Amravati Municipal Corporation.

The said plots purchased by [he Party No. 1 by virtue of registered sale deed dated 01/09/2015 registered with Sub Registrar, Amravati at Sr.No. 2/1973/2015, which is specifically described in the Schedule-A attached Herewith.

AND WHEREAS the Party No.1 has declared a scheme by named and styled as Orange County and the building plan of the said scheme approved and sanctioned by the Town Planning Authority of Municipal Corporation, Amravati as per building permit No. 1777 dated 11/02/2016

After sanctioned of the building plan a Deed of Declaration of the scheme by named & styled as **Orange County** executed by the Party No.1 registered in the Office of Sub-Registrar, Amravati on 15/10/2016 at Sr. No. 4219 under provisions of Maharashtra apartment Ownership Act, 1970.

AND WHEREAS out of the said proposed building, the Party No. 1 has agreed to sell and the prospective Purchaser i.e. Party No. 2 has agreed to purchase a flat described in Schedule - B last mentioned.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS -

I. That the Party No. 1 has agreed to sell and the Party No. 2 has agreed to purchase a flat bearing First 101 situated on the 1st floor, having built up area 45.355 Sq. Mtrs. & super built up area 70.40 Sq. Mtrs, With 8.37% undivided share in land, which is described in the schedule-B last mentioned, for total consideration of Rs. 27,00,000 [Rs. Twenty Seven Lac Only)

II. That out of the total consideration of Rs. 27,00,000/-, the Party No. 2 has paid an amount of Rs. 3,15,000/- [Rs. Three Lacs Fifteen Thousand only] Cheque No. 087087 State Bank of Hyderabad on 29.12.2015 remaining amount is to be paid by Party No. 2 to Party No. 1 at the time of possession of flat as per Schedule C- attached herewith.

The deed of apartment of the flat is to be executed on or before 30/05/2017

If the Party No. 2 i.e. purchaser fails to pay the amount of consideration as per agreed schedule then the Party No. 1 shall charge the interest at the rate of 2% per month on the defaulted amount of the consideration till its payment.



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Besides the consideration of the flat, the M.S.E.B, meter deposit and other electricity charges as well as water meter charges are to be borne by the Party No. 2 separately.

The party No. 2 has also agreed to pay the taxes i.e. VAT, service ^{Tax}, in addition to the registration charges & stamp duty payable for execution of sale deed.

If the additional work is desired to be constructed by the party No. 2 then the expenses incurred for the said additional work shall be borne by the Party No. 2

III. The Deed of Apartment i.e. sale deed of the flat shall be executed in the name of the Party No. 2 or his nominee as he may call upon and ask for the same and the Party No. 2 shall act as consenting party for execution of such deed, if it is in the name of the nominee i.e. other than Party No. 2

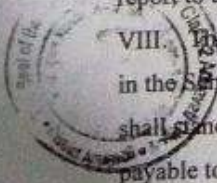
IV. The legal charges for the legal advice, opinion, drafting, typing, registration, stamp duty, certified copies and all others overhead and incidental charges shall be borne by the prospective purchaser in proportion of the value of the property, which he has agreed to the value of the property, which he has agreed to purchase under this agreement to sell with undivided share of ownership in the land.

V. The Party No. 2 shall adhere and abide by the deed of apartment forming part and parcel of the deed of declaration under the Maharashtra Apartment Ownership Act, 1970, which has already been registered at Sr. No. 4219 dated 15/10/2016 with Sub- Registered Office, Camp, Amravati.

VI. The Party No. 1 has already shown necessary documents of title, plan, approved map etc. from the Competent Authority to the Prospective purchaser i.e. Party No. 2 and the Xerox copies have been Supplied to the Party No, 2 so as to facilitate loan from the financial institution.

VII. That the Party No. 1 do hereby further declare that the property is not any way encumbered or involved anywhere and that they have out clear and marketable title, which is supported by the search and title deeds verification report to the effect.

VIII. The Party No. 2 if fails to make the payment of installment as per stipulated in the Schedule - C, in the event amount paid by the Party No. 2 to the Party No. 1 shall stand forfeited by breach committed by the Party No. 2 and nothing would be payable to him in those circumstances.



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IX. The Party No. 1 is restricted to complete construction work specification given in Annexure - A and besides specifications give in Annexure - A, Party No. 2 has to spend his own fund for further development of the flat i.e. electricity deposit,

X. That the Party No. 1 has agreed to construct flat scheme as per specifications attached with this agreement as per Annexure - A and hence specification given in Annexure - A is binding on the Party No. 1 while completion of the flat scheme.

XI. That the Party No. 1 has paid all Government & Semi Government taxes, which are applicable to the said property till this date. Therefore, the further taxes which are levied on the said property are to be paid by the Party No. 2 and for the further future taxes, the Party No. 1 will not liable and responsible.

The agreement has been entered into with conscious mind and awareness of the consequences and the same shall be binding upon the parties within named as also their heirs, assignees and all coming through the.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this

ANNEXURE-'A'

Structure	:	R.C.C. frame type construction. External sand faced.
Plaster	:	External sand faced. Internal - Birla Putty
Door	:	At entry, teakwood frame & teakwood panel door
All other doors	:	Concrete frames & Flush door
Windows	:	Sliding Open able Panel Aluminum windows with black glasses & M.S. security grills.
Tiles	:	Joint free vitrified tiles for hall & ceramic tiles in all rooms.
Bathroom	:	Wall tiles upto T- 0" height.
Kitchen	:	Modular Kitchen
Electric Point	:	Concealed wiring with standard quality material.
Water Supply	:	Water supply from common well and Common M.J.P. Connection.
Parking	:	Common covered parking spaces for Two wheeler & four wheeler.



SCHEDULE-A

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Description of property

"Layout converted Survey No. 42/5, Plot No. 7B, admeasuring 1948.95 sq. ft. (181.13 sq. mtrs) Plot No. 8-A, admeasuring 1994.04 sq. ft (185.32 sq.mtrs.) & Plot No. 8-B 2034.93 sq. ft. (189,15 sq. mtrs) of mouje Navsari, Pragane Nandgaon Peth, Tq. & Distt. Amravati, Flat No. F-101 (First Floor) Super Builtup area 70.40 sqm mtrs. converted as per Rev. Case No. NAP-34/ Navsari-40/2015-2016 dated 2014/1998, 23/12/2015 situated within the limits of Amravati Municipal Corporation. The common boundaries are as under-

Towards East: Sanyukta Appartment Vishnu Nagar.

Towards West: Plot No. 7A

Towards North: Compound wall of Excise Department

Towards South: Road.

SCHEDULE-B

"All the R.C.C. super structure comprising of Flat No, 101, situated on the 1st floor with the flat scheme named as **Orange County** area 70.40 Sq. Mtrs, With 8.37% undivided share in land."

SCHEDULE-C

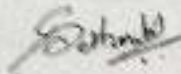
Sr. No.	Particulars	Amount in Rs.
1.	Paid by Cheque No. 087087 dt. 29.12.15 as an earnest amount	3,15,000/-
2.	To be paid after completion of finishing work	40%
3.	To be paid at the time of finishing work	40%
4.	To be paid at time of possession or execution of deed of apartment/ sale on or before 30 May 2017 whichever earlier occurs.	Remaining Amount
	Total	100%

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Party No. 1/ Owner : (Dnyaneshwar Namdeo Rao Wankhade)
Bapuji Construction (Proprietorship)

Photo	Signature	Thumb
		

PARTY NO. 2:- 1) Smita Narhari Deshmukh, (Purchaser)

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PARTY NO. 2:- 2) Rajesh Keshaorao Pawar (Purchaser)

Photo	Signature	Thumb
		

Witnesses:

1. 
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