(Stamps Rs. ..... /-)

AGREEMENT TO SALE OF FLAT VALUED FOR RS. ..... /-

As per Govt. Valuation Sr. no. 4/2A, Plot no 18, Page No.....,
Div. No. ..... Res. Flat Rate Rs. ...../- sq.mt. Super B/u Area
..... sq.mt. With Common Covered Parking,
Total Rs. .....

THIS AGREEMENT TO SELL is made and executed at Wardha on this _____ day of _____, 2017.

BETWEEN

SAIKRUPA DEVELOPERS (PAN NO. ACLFS5774L)
at C/o. Mr. Lomesh Warhade Sahakar Nagar, Deorankar Layout , Sainagar Squar, Wardha through its **PARTNERS :**

1. **Sou. Vandana Lomeshrao Warhade**, Aged about 50 years, Occupation -Service, R/o Sahakarnagar, Wardha. Tah. & Dist. Wardha. 442001.
2. **Mrs. Prabha Namdeo Ingole**, Aged about 50 years, Occupation - Housewife, R/o. Jai Durga Society Manishnagar, Nagpur. Tah. & Dist. Nagpur.
3. **Shri Prakash Vitthalrao Jumade**, Aged about 66 years, Occupation -Agriculture, R/o Sahkarnagar, Wardha. Tah. & Dist. Wardha. 442001.
4. **Shri Arun Damodharrao Khode**, Aged about 59 years, Occupation -Business, R/o Shrinagar Layout Batchlorraod, Wardha. Tah. & Dist. Wardha. 442001.
5. **Shri Rambhau Barkaji Bhagwat**, Aged about 76 years, Occupation -Agriculture, R/o Pratapnagar, Wardha. Tah. & Dist. Wardha. 442001.

Which expression unless repugnant to the context or meaning thereof shall always mean and include the said **Vendor** as well as their heirs, successors, legal representatives, executors, administrators and assigns) the party of the **FIRST PART,**

AND

---------- , aged about years, **(Pan no. -------)**
Occupation: Service, R/o- Wardha. Tah. & Dist. Wardha. 442001.

Hereinafter called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchasers as well as his/her/their heirs, successors, legal representatives, executors, administrators and assigns) the party of the **SECOND PART,**

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

AND

WHEREAS, the Vendor is owner of ALL THAT piece and parcel of land bearing And asper Order passed by S.D.O. Warha vide his letter no. P.K.95/Kir-80/2014-15 order dt. 12.01.2016 amalgamation of Plot No. 43 and Plot no 44/1 total 663.02 Sq.mt. is duly sanctioned, within the limits of Municipal Council Wardha in Taluka & District: Wardha purchased as below:
1. Shri Sanjay Dadarao Mendhe and 2. Mrs. Anita Sanjay Mendhe , Both R/o. Infront of Swawlambi Vidyalay, Wardha were the initially owner of Plot no 18/1 and 18/2 Total area 670.53 sq.mt. and they sold this plot to **Saikrupa Developers** through its Partner 1 to 5. on dated 11.03.2016 Doc. No. 767.

And As per Municipal Council Wardha has given the Sanction for construction vide its Letter No. 896/Bandh/NR/NPV/17 dt. 29.04.2017 and Build Plan and Map is Sanction .
So **Saikrupa Developers** have full right to do construction on it as per the sanction map.

AND WHEREAS, the Vendors have floated a Scheme for construction of Multistory Building on the abovesaid plot and the said building is named and titled as **" SAIPRASAD APARTMENT "**.

AND WHEREAS, the Vendor is entitled to construct building on the abovesaid plots and to book the apartments and to receive advances from the prospective purchasers and to enter into agreements with them to sell the undi-vided share and interest in the abovesaid plots proportionate to the construction area and Built Up area of the Superstructure of the units to be acquired by them,

AND WHEREAS, the Purchaser is interested in acquiring Residential **Apartment Flat No. ..... on ..... Floor** admeasuring **..... Sqr. Mtrs. / .....Sqr. Fts. Super Built Up Area** in the abovesaid building, alongwith proportionate Undivided Share and Interest in Plot of Land with the Consentor, and the cost of Apartment is decided at **...../-(Rupees ..... only)**

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES and it is hereby agreed by and between the parties as under:

1. That the Vendor and Consentor shall sell and the Purchaser shall purchase Residential Apartment **Flat No. ..... on ..... Floor** admeasuring **..... Sqr. Mtrs. / .....Sqr. Fts. Sqr. Fts.** in the building titled **" SAIPRASAD APARTMENT "** , alongwith proportionate Undivided Share and Interest in ALL THAT piece and parcel of land bearing **Sr.No. 4/2A , Plot No. 18 Total admeasuring 670.53 Sqr. Mtrs.** in **Mouza: Palakwadi/ Wardha**, Taluka & District: Wardha. more specifically and elaborately described

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

in the schedule of Property hereunder for a consideration of **Rs. ...../-(Rupees ..... only)**

2. That the Schedule of Payment is as under:

PAYMENT SCHEDULE

Rs. ...../- Paid by cash on dated .....

Rs. ...../- Paid by RTGS on dated .....

Rs...../- Paid by RTGS on dated .....

Rs...../-(Rupees ..... only)

Sr.No.	Instalment	Amount in Rs. (% of Price)
1	At the time of Agreement	17.5%
3	At Plinth Level	15%
4	At Parking Floor Slab	12.5%
5	At Ground Floor Roof Slab	12.5%
6	At First Floor Roof Slab	12.5%
7	At Second Floor Roof Slab	12.5%
8	Upon Brickwork completion	7.5%
9	Upon Plaster completion	7.5%
10	At Possession	2.5%

Total Rs. ...../-(Rupees ..... only)

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

3. That the time is essence of Contract and in case Purchaser failed to pay the amount of Installments as stated above, then the Consentors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by the Purchaser to the Consenters till date of cancellation minimum Rs. 50,000/- shall be forfeited to the Consentors, after giving full opportunity of making payment for a period of one month from the due date to the Purchaser and balance 90 % will be refunded to him by installments on re-allotment of the

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

said Unit to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consenter fails to pay the amount within that period it will be subject to penalty at 6 % per annum till the date of payment or refund to the purchaser. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchaser are not refundable.

4. That without prejudice to the Consentor's other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, Purchaser shall be liable to pay penalty at the rate of 2 % per month on the overdue amount from the date of default till that amount is paid.

5. That the Purchaser shall not be entitled to assign or mortgage their rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Consenter till they have been delivered possession after making full and final payment alongwith incidental payments, if any, to the Consenter and a conveyance has been executed in his favour. For intermittent transfers a Transfer Fee of 10 % of the amount paid by the Purchaser minimum Rs. 50,000/- per Unit would be charged subject to approval of the Nominated person by the Consenter.

6. That the Vendors/Consentors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, ceases etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors/Consentors shall indemnify the Purchaser for any loss that may be caused to them due to any defect in his title.

7. That the Vendor/Consentors undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible. **The tentative date of Possession is 24 month.**

8. That the Purchaser has seen the Sanctioned Plan and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.

9. That the Purchaser further covenants that after the sale deed is executed, they shall be solely responsible and liable for payment of separate G.P Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on their share in the property. If the Purchaser fails to execute the sale deed within the stipulated period or within the time notified by the Consentor for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

10. That the Purchaser further undertake to give their maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the purchaser fails to take the possession within the stipulated period, the maintenance charges on their Apartment will become payable from the date notified for possession and it will be recovered at the time of possession.

11. That the Purchaser has to pay common divided share for electricity network, and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement and other allied work etc. to the Consentors.

12. That the Purchaser shall not prosecute any trade or business in the apartment which is illegal or which may damage the buildings or diminish the value of the surrounding apartments including the apartment booked by Party No. 2. The Party No. 2 is prohibited from setting up (1) Liquor Shop (2) Workshop (3) Meat or Similar Shop (4) Shop for Scrap Material Sale in the Complex. The Purchasers should not stack any material or goods outside the premises of their Apartment.

13. That in case the Purchaser desires to terminate this agreement, they may do so, by giving one months notice in writing to the Consentor and in that case only 90 % of the amount paid till that date shall be refunded by installments on re-allotment of said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consentor fails to pay the amount within the stipulated period, it will carry 6 % interest per annum from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser shall be forfeited and are not refundable.

14. That it is agreed by and between the parties that the breach of any of the Condition contained in this agreement, the agreement shall automatically comes to an end ISPO FACTO, and no notice shall be required to be given to Purchasers for cancellation of their Apartment. The amount paid by the Purchaser so far will be refunded after deducting there from 10 % of the total Cost of Apartment.

15. That the Purchaser has to pay TAXES levied by the State Government asper rule towards the total value of Apartment and ALL Tax levied by the Central Government asper rule towards the total value of the Apartment.

16. That the Vendor hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land stand revised as

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

per revised building plan sanctioned by the Authority. The Vendor reserve right to utilize the same and the Purchaser shall not obstruct the Vendor in consuming the FSI.

17. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vests with the Consentor. However the Consentor shall share the common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vests with the Consenter.

18. That the Vendor is contemplating to revise the sanction plan in due course and the percentage of undivided land attributed to Purchasers Apartment shall stand revised as per revised plan. The Purchaser extends his consent to revise the sanction plan.

19. That the Purchaser agree to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor .

20. That the Vendor/Consentor have reserved their right to revise the Sanctioned Plan. It is agreed that the Purchaser extends his consent to revise the Sanction Plan.

21. That the Vendor/Consenter agrees to execute Sale Deed in favour of Purchaser or any other person nominated by the Purchaser subject to the consent of Vendor

22. That if there is any defect in Construction, the Purchaser shall intimate the same within 6 months from the date of possession/handing over of building whichever is earlier. After 6 months, the Consenter shall not be responsible for the same.

23. That the Building is standing on the frame structure foundation, Columns, Beams etc. The Purchaser is prohibited to disturb foundations, Columns, Beams, External Elevation, and other Common Installation while carrying interiors or otherwise.

24. All the expenses for execution and Registration Stamp Duty, Registration Fee and Professional Charges for Agreement to Sale, Sale Deed/ Apartment Deed etc. are to be borne and paid by the Purchasers.

25. Provisions of Lift and Terrace are common to all Flat Owners or occupant & seperate Parking area for each flat owner in **" SAIPRASAD APARTMENT"**

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

SCHEDULE-I

DESCRIPTION OF ENTIRE PROPERTY

ALL THAT piece and parcel of land **Undivided share ..... %** i.e. .....**sq.mt.** bearing **Sr.No. 4/2A , Plot No. 18 Total admeasuring 670.53 Sqr. Mtrs.** in **Mouza: Palkwadi/Wardha.** Tahsil, District Wardha within the limits of Municipal Council , Wardha.

and **bounded** as under :

ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

SCHEDULE-II

DESCRIPTION OF APARTMENT TO BE SOLD

ALL THAT R.C.C. Superstructure comprising **Flat No. .....** admeasuring about **..... sq.meter Built up area** & **..... sq.mt. Super Builtup Area** on the **..... floor in** and **16.75 Sq.mt Parking area)** of the building to known and styled as **" SAIPRASAD APARTMENT "** constructed and as per Sanctioned Map.

and **bounded** as under :-

ON THE EAST : .....
ON THE WEST : .....
ON THE NORTH : .....
ON THE SOUTH : .....

In witness whereof the Parties to this Deed have put their signatures at Wardha on the day abovewritten in the presence of two attesting witnesses.

Drafted by : (Adv. G.D. Ghangare)

For Sai Krupa Developers

PARTNER

Scanned by CamScanner

VENDOR /PARTY No. 1

SAIKRUPA DEVELOPERS

through its PARTNERS :

1 .....

(Sou. Vandana Lomeshrao Varhade)

2 .....

(Mrs. Prabha Namdeo Ingole)

3 .....

(Shri Prakash Vitthalrao Jumade)

4 .....

(Shri Arun Damodharrao Khode)

5 .....

(Shri Rambhau Barkaji Bhagwat)

PURCHASER/PARTY No. 2

.....

WITNESSES

1. _____

2. _____

For Sai Krupa Developers

PARTNER

Scanned by CamScanner