

Agreement to Sell

Monje : Survey No. Plot No.

Flat No. Carpet area sq.mtrs

Zone No. Rate open plot Rs./-per Sq. mtrs

Resi. Building Rate Rs./-

Market and Actual Value of Rs./-

Total Stamp Duty Rs./-

AGREEMENT TO SALE

SAI SAGAR ENCLAVE - VI

This agreement TO SALE is made on this ...th day of May, 2018.

BETWEEN

PARTY NO. 1 : Sagar Land Developers & Builders through Proprietor

Shri Sagar Pandharinath Bankar

(Pan No. AJVPB16011)

Aged about- 38 years, Occupation : Business

R/o. Tapovan , Amravati, Tq. & Dist. Amravati -444602

Hereinafter referred to as called as Party No. 1 as the Vendor/Seller which expression shall means and deemed to include the said owner and their legal heirs, legal representative, agents, transferees, executors, Administrators, assignees etc. and all those claiming through them **of the First Part.**

AND

PARTY NO. 2 : 1) (Pan No.

....., Aged about - year., Occupation - R/o

..... Tq. & Dist. Amravati -444604

Herein after called Party No. 2 (Purchaser) which expression shall include his legal heirs, executors, Administrators, assignees etc. of the **Second Part**.

WHEREAS, the Vendor/Promoters is an absolute owner of Layout Converted plot no. 30 admeasuring 5012 sq. ft. (465.67 sq.mtr.) & Plot no. 31 admeasuring 4134 sq. ft. (384.05 sq. mtr.) , from Survey No. 193/1, converted into non agricultural land as per Rev. case no. N.A.P.34/Rahatgaon -170/2011-

2012, dated 24/07/2012, of Mouje - Rahatgaon, Pragane - Nandgon peth, Tq. & Dist. Amravati, situated at Locality popularly known as Vitrangan Residency Park, Shegaon To Rahatgaon Road, Amravati, in the Registration Sub-district of the Amravati. The said property purchased by vendor/promoter from 1) Shri Satish Vithalji Deshmukh, 2) Shri Shailesh Shyamsundar Kabra, 3) Radhyeshyam Valabdas Chandak, by virtue of registered Sale - deed dated/- 10/10/2013, registered at Serial No. 3718, more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS Vendor/promoter has purchased T.D.R. admeasuring 37 sq. mtrs. (398.26 sq. ft.) from Shri. Chandrakumar Madhusudan Jajodiya, as per sale deed dated 12/03/2018, registered at Sr. no. 968, from out of T.D.R. Certificate issued by Amravati Municipal Corporation, Amravati vide Folio No. AMC/ ADTP/TDR/ 100/ 2017, dated 28/06/2017.

WHEREAS, Vendor has decided to construct a flat scheme on the said plot, accordingly he has prepared and submitted building plan before Town Planning Authority of Municipal Corporation, Amravati and building plan of the said scheme approved and sanctioned by Town Planning Authority of Municipal Corporation, Amravati as per Building Permit No. 0039, dated/ - 27/04/2018.

AND WHEREAS, the Party No. 1 Vendor have declare the scheme by named and styled as **SAI SAGAR ENCLAVE -VI** and Deed of Declaration of the scheme executed by the Party No.1, and registered with Sub-Registrar Office, Amravati on 04/05/2018, at serial No. 1751, under the provisions Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS, out of the said proposed scheme, the party No. 1 has agreed to sale and prospective purchaser, i.e. Party No. 2 has agreed to purchase a flat described in Schedule 'B' last mentioned as per following terms and conditions.

1). The Party No. 2 has hereby agreed to acquire proportionate undivided share in the open land or open plot, referred to in the Schedule "A" last mentioned with full ownership of Flat No. situated on the Floor shown in the plan having Carpet area sq. mtr, same has been fully described in the Schedule-B mentioned below. The Party No. 2 has agreed to pay to Party No. 1, Total Sum Of Rs./- (.....) as a total price of flat including% undivided share in the land. The total Price of the undivided share of land and cost of the construction of flat is of Rs./-

(.....) excluding GST, M.S.E.B. charges and water connection charges

2) That Out OF the total consideration of Rs./- {
.....} the Party No. 2 to Party No. 1 as per Schedule- C of payment attached herewith.

3) The deed of apartment(Sale Deed or Deed of conveyance) for the flat mentioned in "Schedule -B" shall be executed in the name of the Party no. 2 after completion of construction work i.e. within 36 months from the date of this Agreement.

4) That on Payment of entire some as mentioned in schedule C, and as mentioned in this agreement elsewhere, the party no. of 1 shall executed the sale deed of the said flat and% share of plot in favour of the purchaser and there upon the possession of the said flat will be given to the purchaser after execution sale deed. However, it is specifically agree that the purchase shall not be entitled to claim and the vendor party no. 1 shall not be liable to execute the sale deed and shall not cause deliver possession of the said flat to the purchaser unless the entire payment is made by the purchaser to the party no. 1 as mentioned in schedule - C and elsewhere in this agreement. Till the entire payment is made by the purchaser of the party no. 1 as mentioned in schedule- C and in this agreement the purchaser shall have no right, title and interest of any nature whatsoever in respect of the said flat/ apartment or any portion thereof.

5) The legal charges of the legal advice, opinion, drafting, typing, registration, Stamp duty, GST, certified copies and all others overheads and incidental charges shall be borne by the prospective purchaser i.e. party no. 2 in proportion to the value of the property, Which he has agreed to purchase under this agreement of sale with undivided share of ownership in the land.

6) The party no. 2 shall adhere and abide by the Deed of Declaration under the Maharashtra Apartment ownership Act, 1970, which has already been registered at serial No. 1751 dated 04.05.2018 with Sub-Registrar office, Camp Amravati.

7) That the vendor party No. 1 Shall be entitled to make any further construction on the terrace after due permission from the municipal corporation and the terrace shall be exclusively owned by the vendor i.e. party no. 1.

8) The party no. 1 has already shown necessary document of the title, plan, approved map etc., from the competent Authority to the prospective purchaser, i.e., is the Party no. of 2 and the Xerox copies have been supplied to the party no. 2 so as to facilitate loan from the Financial Institution.

9) That Party no. 1, do hereby further declare that the property is not any way encumbered or involved anywhere and that he has out clear and marketable title.

10) The purchaser Party No. 2 shall not without the written permission of the vendor, let, sell, transfer, convey, mortgage, charge or any other encumbrance or deal with or dispose of the said flat till the possession of the said flat /apartment will given to the purchaser in writing after execution of the sale deed.

11) The payment of installment as mentioned in schedule - C is the essence of the this agreement and in case any default is made in payment of the installment, the party no. of 1 shall be entitled to terminate this agreement without any notice and the amount so paid till the termination of the agreement shall stand forfeited to the party no. 1. However in case the agreement is not terminated and payment after due date is accepted by the party no. 1, then in that event, the purchaser shall be liable to pay interest at the prevailing rate on the defaulted amount .

12) All notices to be served on the purchaser as contemplated by this agreement shall be deemed to have been delivered and served if sent to the purchaser by register post at his address as specified below.

Viz : 1), R/o .

.....

Tq. & Dist. -444604,

The purchaser undertakes to notify in writing any changes in above address to the vendor.

13) The Party no. 1 is restricted to complete construction work as per specification given in Annexure- A and beside specification given in the Annexure- A, party no. 2 has to spend his own fund for further development of the flat, i.e., electricity deposit, water supply for his own flat The expenditure required for the electric service line right upto place of installation including underground cables as charged by the M.S.E.B will be equally borne by the occupants. However, charges for the installation of the electric meter will be borne by the individual occupant as and when required.

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

This Agreement has been entered into with conscious mind and awareness of the consequences and the same shall be binding on the parties within named as also their heirs, assignees and all these claiming through them.

DESCRIPTION OF PROPERTY

SCHEDULE -A

Layout Plot No. 30, admeasuring 5012 sq. ft. (465.67 sq. mtr.) & Plot No. 31, admeasuring 4134 sq. ft. (384.05 sq. mtr.) from Field Survey No. 193/1, of Mouje - Rahatgaon, Pragane - Nandgaonpeth, Tq. And Dist. Amravati, converted in non agricultural purpose by an order passed the Collector, Amravati in R.C. No. NAP-34/Rahatgaon-170/2011-2012, dated 24/07/2012, popularly known as Mitranagar Residency Park, Shegaon To Rahatgaon Road, Amravati, and the said plot is bounded as under.

Towards East :- Open Space

Towards west :- Plot No. 29

Towards North :- Layout Road

Towards South :- Open Space

Situated within the limits of Municipal Corporation, Amravati

SCHEDULE - B

* All that R.C.C Framed Structure comprising of Flat No. Shown in the plan situated on the Floor constructed as self contended flat covering carpet area sq. mtr. with undivided share of land%, The Apartment consists One Hall, Two Bed Room, Attached Toilet & One Kitchen. Apartment named and styled as "Sai Sagar Enclave-VI" which is bounded as under.

SCHEDULE - C

A) The total aggregate consideration amount for the apartment including covered parking space is thus Rs./-

B) Hereby the party No. 2 agrees to pay to that vendor/Promoter the balance amount of Rs./- (.....) in the following manner:-

i) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter after the execution of Agreement.

ii) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter on completion of the plinth of the building in which the said Apartment is located.

iii) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter on completion of the Slabs of the building in which the said Apartment is located.

iv) Amount Of Rs./- (.....) to be paid to the vendor /Promoter on completion of the Wall, internal plaster, floorings door and windows of the said Apartment.

v) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter on completion of the Sanitary fitting, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building in which the said Apartment is located.

vii) Amount Of Rs./- (Rs.) to be paid to the vendor /Promoter on completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirement as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

viii) Balance Amount of Rs./- (Rs.) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

ANNEXURE-A

01	Structure	R.C.C Framed earthquake resistant structure
02	Brick Work	External wall 6" thick, Internal wall 4" thick
03	Plaster	External walls are sand faced plastered, Internal walls are white finished plaster
04	Doors	Laminated water proof flush door.
05	Window	Powder coated Aluminium sliding windows including M.S Grill
06	Flooring	2'*2' Vitrified tiles flooring for entire flat.
07	Kitchen platform	Granite stone kitchen platform, with stainless steel sink with 30" heighted coloured glazed tiles
08	Paint	External Paint Water Proof Paint
09	Plumbing	Concealed plumbing with std. C.p. Fitting
10	Electrification	Concealed electrification with Modular Switches & Inverter wiring.

IN WITNESS WHEREOF, THE PARTY NO. 1 and Party No. 2 have set their respective hands and signed this Agreement at Amravati in presence of witnesses on this day
(18 May, 2018)

SIGNATURES OF PARTY NO. 1: VENDOR

Sagar Lands Developers & Builders through proprietor

Shri Sagar Pandharinath Bankar

I.D. PROOF/ PAN NO. :

PASSPORT PHOTO	L.H.T OF VENDOR	SIGNATURE

SIGNATURES OF PARTY NO. 2: PURCHASER

1)

I.D. PROOF/ PAN NO. :

PASSPORT PHOTO	L.H.T OF VENDOR	SIGNATURE

WITNESSES:-

NAME OF WITNESSES	SIGNATURE
1)	
2)	