

AGREEMENT TO SALE

FLAT NO : (RIDDHI SIDDHI APARTMENT)

For Rs :/- (..... Rupees Only)

Deed of Declaration under the Maharashtra Apartment Ownership

registered at Serial No. 665/2021 on 21.01.2021

THIS AGREEMENT TO SALE is made at Amravati, on this th

day of (2021) **BETWEEN**

Shri. Dinesh Ramraoji Dolare

Aged about : 49 years, Occupation: Business

R/o. Ramanand Residency Tapovan road ,

Camp Amravati, Tq. & Dist. Amravati.

(Pan No. AAOPD 2130L)

Herein after referred to as Party No. 1 (owner) which U expression shall unless it is repugnant to the context or meaning I thereof, mean and deemed to be included the partners or surviving partners, assignees, etc. of the **FIRST PART**.

AND

Shri

Age: Years. Occupation :

R/o :

Tq. & Dist. Amravati.

(PAN No.)

Herein after called Party No. 2 (purchaser) which expression shall include his heirs, executors, administrators, assignees, etc., of the **SECOND PART**

WHEREAS, the Party No. 1 who is the full and absolute owner of the Lay out converted Plot No. 39 admeasuring 2098.20 sq.ft (195.00sq.mtrs.) and Plot No. 40 admeasuring 1980.00 sq.ft (184.00sq.mtrs.) which are amalgamated by A.M.C. Amravati as per order no 0394 dated 11.03.2019. After Amalgamation plot admeasuring 379.00 sq.mtr. (4079.52 sq ft.) from field survey no : 17/1 & 17/2 of Mauja : Mhasla Pragane : Nandgaon peth ,Amravati .

Converted as per Rev. Case no NAP.34/1985.86 decided on 08.04.1986 situated within the limits of Amravati municipal corporation which is commonly bounded as under :-

Towards east : Other Lay out
Towards west : plot no 38
Towards north: 9mtrs layout road
Towards south : service lane

TDR Certificate issued by the Amravati Municipal Corporation vide Folio No AMC/ADTP/112/2017 dated 01.11.2017, certificate no 112/2017 total area of 7810 .00 sq mtrs. In Zone A of Amravati. Out of which T.D.R. rights Admeasuring 3767.37 sq ft (350.00sqm) from field survey no : 120/4A of mauja : Rahatgaon tq & dist Amravati.

That the Owner has acquired title of the aforesaid plot no: 39 by sale deed dt 17.11.2018 regd. at sr .no. 4014 and plot no: 40 by sale deed dt.30.04.2015 regd. at Sr. no 1151 and T.D.R. rights purchased as per regd .sale deed dated 22.02.2019 at sr. no 693

WHEREAS, the Party No. 1 has decided to develop the above plot into residential flats by constructing the various self contained separate flat in accordance with the plan sanctioned by the building engineer, of the Municipal Corporation, Amravati. That the plan submitted by the grantor was scrutinized by the Town Planning Authority of Municipal Corporation, Amravati, and sanctioned the said building plan as per order no : 0193 , dated 04.11.2019 and issued the Commencement Certificate accordingly and also registered Deed of Declaration under the Maharashtra Apartment Ownership Act, 1970 with the Sub-Registrar office, Amravati on 21.01.2021 registered at Serial No. 665/2021

AND WHEREAS, out of the constructed flats, the Party No. 1 has agreed to sell and the prospective purchaser, i.e. Party No. 2 has agreed to purchase the flat for the said purpose and to give effect to the above sale purchase agreement, this Deed of Agreement to sale is being executed between the parties with the following terms and conditions.

The party no. 2 has hereby agreed to acquire..... % undivided share in the open land or open plot, referred to in the schedule "A" last mentioned with full ownership Flat no. in the plan on the with build up area sq. mt. and Super Buildup area sq.mt. and same has been fully described in the schedule- B last mentioned

1. The party no. 2 has agreed to pay to the party no. 1 total sum of Rs..... (.....) as a total price of the flat including % undivided share in the land.
2. Out of the amount agreed consideration of Rs. /- (.....)' The party no. 2 has paid the amount of Rs..... /- (.....) to the party no. 1 at the time of this agreement and remaining amount of Rs. /- (.....) to be paid by the party no. 2 to party no. 1 as per schedule "C" attached with this agreement.
3. The Deed of Apartment (Sale Deed or Deed of Conveyance) for the flat mentioned in the last mentioned schedule shall be executed in the name of the party no. 2 or his nominee or nominee or 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 nominee, i.e. other than party no 2.
The charges for the Goods and sales tax (GST), registration fees stamp duty and all other overhead and incidental charges shall be borne by the prospective purchaser 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.
4. The party no. 2 shall adhere and abide by the terms and conditions forming part and parcel of the Deed of Declaration under the Maharashtra Apartment ownership Act, 1970, which has been already registered at serial no. 665, dated :21.01.2021 with Sub-registrar office, Camp Amravati.
5. 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 Financial Institution.
6. That party no. 1 do hereby further declare that the property is not anyway encumbered or involved anywhere and that they have clear and marketable title, which is supported by the search and title deeds verification report to that effect.
7. The party no. 2 if fails to make payments as per schedule, stipulated as below, in that event, amount paid by the party no. 2 to the party no.1 shall stand forfeited for the breach committed y the party no 2 and nothing would be payable to him in those circumstances.
9. That, the party no. 1 has constructed and agreed to construct remaining item of flat system as per specification attached with this Agreement as Annexure-B and hence specification given in Annexure-B is binding on the party no. 1 while completion of the flat scheme.

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

Plot No. 39 admeasuring 2098.20 sq.ft (195.00sq.mtrs.) and

Plot No. 40 admeasuring 1980.00 sq.ft (184.00sq.mtrs.)

After amalgamation plot admeasuring 379 sq.mtrs. (4079.52 sqft.)

from field survey no : 17/1 & 17/2 of mauja : Mhasla Pragane : Nandgaon peth, Amravati .

which is commonly bounded as under :-

Towards east :	Other Lay out
Towards west :	plot no 38
Towards north:	9mtrs layout road
Towards south :	service lane

Situated within the limits of Municipal Corporation, Amravati.

SCHEDULE-B

All that R.C.C. super structure comprising of Flat No. shown in the plan on the Floor constructed as self contended Flat covering Built up area sq.mtr. Super built-up area Sq.mtr. with% undivided share name and styled as

RIDDHI SIDDHI APARTMENT

SCHEDULE-C

SCHEDULE OF PAYMENT

*At the time of this Agreement	/-
*Balance Amount through Financial Institution (Before sale deed .)	/-
.....	/-

ANNEXURE 'A'

GENERAL SPECIFICATIONS FOR RIDDHI SIDDHI 'S FLATS AT
RAMANAND RESIDENCY, CAMP , AMRAVATI.

1.STRUCTURE :

R.C.C. Frame Structure with clear floor to floor height of 10' and lintal height of 7' .
All outer walls shall be 9" thick and partition walls and balcony parapet shall be 4 1/2" thick.

2. WALL FINISH

1) Internal finishing : All internal surfaces of wall ,ceiling etc. shall be neeru finished with synthetic/acrylic distemper painting.

2)external finishing : All the external surfaces of the wall shall be of m/c or

Phanty/sponch plaster with two coats of exterior emulsion (plastic) paint.

3.FLOORING

1)Total flooring of the Flat is covered with vetrified tiles (24"x24") with skirting

2)Stair case common passage and balcony shall have antiskiding porcelain tiles.

3)Flooring to bath toilet shall be in ceramic antiskiding tiles (12'x12").

4) DOORS :

1)Door frames shall be -a)Front – teak wood frame

b)Other – High grade concret frame

2)Door panal shall be _ a)Front entrance door panal with attractive skin design Or TW Pananel

b)Others are flush (ply) door panal type 30mm.in thickness

5)WINDOWS :

All the windows shall be alluminium two track fitted with tinted glass.

Mild steel grill shall be provided.

6)KITCHEN :

1)Kitchen area shall have kitchen platform with marble/granite stone otta and 48"high white /colour glaze tiles to wall above kitchen platform.

2)One steel sink (22"x18") shall be provided near kitchen platform and shall have one water connection from overhead tank and one connection for drinking water from well.

7) TOILET AND BATHROOM / WC :

1)Coloured glazed tiles shall be provided in bath room and w/c up to ceiling/door level

2)W/C shall be provided with coloured orrisa pan with prince flushing cock and tap

3)coloured wash basin of size (20'x16") with pillar cock and 1' heigh glazed tiles above basin shall be provided at each floor passage.

4) Toilet and bathroom with shower shall have one tap each for cold and hot water.

5) Toilet shall have europion type w/c pan (commode) with flushing cock and tap.

8) WATER SUPPLY:

1) One tap from overhead tank shall be provided each in kitchen , washing Platform,w/c,bathroom, open primises,and open tarace.

2) Over head tank (R.C.C.tank of 10000 lit.capacity) shall be provided to supply Water in multiple fields.

9) ELECTRICAL NETWORKS :

- Each room shall have 41/2 point of 5amp.
- One cable and telephone point shall be provided in drawing room.
- Every balcony passage terrace bathroom and w/c shall have one light point each
- One 15amp. Power point in dinning room and toilets
- All fittings with copper wire and laminated switch board
- Tube light point shall be provided in parking area
- All the electric fitting will be concealed and have ISI mark
- Provision of exhaust fan in kitchen

10) STAIRCASE :

- 1) Staircase shall have be 2'6" high railing. The steps and landing have antiskidding porcelain/ceramic tiles.
- 2) Steps shall have antiskidding porcelain/ceramic tiles.

10A) LIFT : 6 passenger lift / elevator of standard make (KONE INDIA PVT.LTD)

11) COMPOUND ENCLOSURES :

- 1) The entire premises of the Riddhi Siddhi Apartment shall be enclosed from all the sides by wall compound and MS entrance gate (3.00x1.20m in size) as per plan
- 2) Concrete block paving or rough Shahabad or Concrete to parking with developed floor bed.

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 the dayth2021.

Drafted by : Adv.Sunil B. Kale

WITNESSES:

Shri. Dinesh Ramraoji Dolare

1).....

(Party no : 1 Owner)

2).....

Shri.

(Party no: 2 Purchaser)