

- 1) Property Description :- Mouza - Wadgaon, T. S. No. 11, Tah. & Distt. Chandrapur, Survey No. 97, Plot No. 7, Total area 453.36 sq.mtr.
- 2) Area :- area 453.36 sq.Mtr. out of which undivided share of land area sq.mtr, builtup construction area Sq. mtr. and Carpet area sq.mtr. of Flat No. onFloor.
- 3) Rate :- Rs. 6330/- per sq. mtr. of land
Rs. 17,700/- per. sq.mtr. of construction
- 4) Market value chart division value/ : 5.263 Page No. 69
sub division No. :
- 5) Column No. :-
- 6) Other order any reference :-

Agreement to Sale For Rs. /-
Govt. Value Rs. /-
STAMP DUTY PAID Rs. /-

THIS AGREEMENT TO SALE is made on this day of 2017 at Chandrapur, BETWEEN

Aryan Builders and Developers, through its Proprietor Shri. Niraj Pralhadrao Padgilwar, (PAN - AGQPP0579H) Aged about - 37 Years, Occupation - Business, R/o. Wadgaon Ward, Chandrapur, Tahsil & District Chandrapur, hereinafter called as the "Vendor" which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Vendor as well as his representative, heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

..... (PAN-), Mob. No., Age - years, Occupation- R/o. hereinafter called as the "Purchaser/s" which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Purchaser/s as well as his/her/their representative, heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS the Vendor is the absolute owner and possessor of All that piece and parcel of land area 453.36 sq.mtr., Plot No. 7 bearing Survey No. 97, Situated at Mouza - Wadgaon, within the limits of Chandrapur City Municipal Corporation Chandrapur, Tah. & Dist. Chandrapur, jurisdiction of Registration, Registrar, Sub -Registrar Chandrapur, Dist. Chandrapur. The said Plot No. 7 Purchased from Shri. Jaswantsing Ishwarsing Suhag & Shri. Satyendersing Ishwarsing Suhag, vide Sale Deed bearing document No. 5602/2015 dtd. 21/12/2015.

Sanction layout order passed by S.D.O., Chandrapur in Rev. Case No. 18/N.A.P.-34/1979-80 order dtd. 30.05.1981 for residential purpose and more particularly described in the schedule - I. And which is duly sanctioned and approved by the Building Engineer of the Chandrapur City Municipal Corporation Chandrapur vide Building Permit No. C.C.M.C.C/ T.P./Cons.Permil/286/2015 dtd. 10.12.2015, have constructed a multi -storied building thereon which is named has "Sai Veela Apartment" consting of various self - contained flat therein.

WHEREAS the Party no. 1 is the absolute owner and is in exclusive possession of all that piece and parcel of sq.mtr. undivided share of land and purchased the Flat No. on the Floor building by name "Sai Veela Apartment" in Mouza - Wadgaon, Tah. & Dist. Chandrapur.

AND WHEREAS the vendor has agreed to sale the undivided proportionate undivided share of land and Construction of Flat No. on the Floor is good, valued and marketable and also satisfied with the right authority of the Party No. 1 of having undivided share of land area sq.mtr, builtup construction area Sq.mtr. and Carpet area sq.mtr.

AND WHEREAS the party no. 2 has agreed to purchase construction of Flat No. along with undivided share of land for total consideration of Rs./- on the following terms and conditions :

MANNER OF PAYMENT

- 1) 10 % at the time of booking
- 2) 30 % at the time of Plinth level.
- 3) 15 % at the time of Construction of First Slab.
- 4) 15 % at the time of Construction of Second Slab.
- 5) 10 % at the time of Construction of Third Slab.
- 6) 10 % at the time of Construction of Fourth Slab.
- 7) 5 % at the time of brick works
- 8) 5 % at the time of finishing, possession and registration of sale deed.

NOW THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Party No. 1 shall sale and Party No. 2 shall purchase the flat alongwith sq.mtr. undivided share of land and interest in the said plot of land bearing Plot no. 7, situated at - Mouza - Wadgaon, more specifically described in the schedule attached hereto after making full consideration of land to Party No. 1.
- 2) That it is agreed between the Party No. 1 and Party No. 2 that the purchase price of the said flat is agreed Rs./- (Rs. Only) and a sum of Rs./- is paid by the Party No. 2 as earnest money by cash/cheque and remaining amount Rs./- will be paid as stated above.
- 3) That the party no. 2 has satisfied himself with the title of the said property of Party No. 1 as good, valid and marketable and he has accepted the same without further investigation.
- 4) The property is believed to be correct as mentioned schedule hereunder written and be sold subject to the outgoing restrictions and right of joint owners, thereof affecting the same and if any mis-statement error, or omission will always by subject to correction by parties hereto.

Failure on the part of the purchaser to pay the balance consideration on the stipulated date or within 15 days after the written demand of the First Part after the due date, the first party will have right to cancel this agreement and in the case the amount paid by the purchaser towards the part payment of consideration shall stand forfeited to the first party.

- 5) The said flat alongwith sq.mtr, undivided share and interest shall be delivered to the Party No.2 at the time of registration and execution of Sale Deed. On obtaining a proper sale deed relating to Flat No. and interest in the said plot of land hereby agreed to be sold, the same will be held by the Party No.2 jointly with the other owners with heritable and transferable rights therein.
- 6) That all expenses on account of payment of stamp duty, registration fees and other incidental incurred or to be incurred in respect of this sale deed and all other documents necessary to complete this transaction and legal charges have been agreed to be borne and paid by the Party No.2. The party no. 2 also liable for the payment for general maintenance @ 300/- per month or any other amount if required for the maintenance of common utilities facilities like water supply, lift, electricity used in common, parking, watchman etc.
- 7) That the Party No.2 shall pay proportionate share of Ground rent and other dues whatsoever accruing payable in respect of her/his undivided share in the said land with effect from the date of registration of the sale deed onwards and shall always keep the Party No.1 indemnified against such payment.
- 8) That the Party No.2 shall individually pay all corporation taxes and cases etc. as may be levied with effect from the date of registration of the sale deed relating to the undivided proportionate share and interest in the said plot of land.
- 9) That, it is also agreed between the parties that Sales Tax, transfer tax, Vat Tax or any other taxes which are due or may become due in respect of this sale deed will be borne by the PartyNo. 2 separately, even with retrospective effect in case if it is required to be paid to the government or any authority because of any amendment, modification or revisions of any taxes rules. It is also agreed by the Party No.2 that even after the Sale deed of this land and flat, the above or any other tax are due and rose because of this sale he will make the payment to the Party No.1.
- 10) The purchaser further agrees to indemnify the Party No. 1 in respect of any stamp duty if held to be insufficient in further in pursuance of any enactment or amendment of Bombay Stamp Act and shall bear the same.
- 11) The party no. 1 agreed to give possessions to party no. 2 within a period of from the date 31/12/2018 of agreement.
- 12) That, this Agreement to sale is subject to the jurisdiction of the competent Civil Court at Chandrapur.

:- SCHEDULE - I :-

All that piece and parcel of land area 453.36 sq.mtr, Plot No. 7, bearing Survey No. 97, Situated at Mouza - Wadgaon, within the limits of Chandrapur City Municipal Corporation Chandrapur, Tah. & Dist. Chandrapur, jurisdiction of Registration, Registrar, Sub -Registrar Chandrapur, Dist. Chandrapur.

And is bounded as under ;

- East :- Land of Survey No. 98,
- West :- Layout Plot No. 6,
- North :- Hanuman Mandir,
- South :- 25 ft. wide Layout Road,

Schedule - II

DESCRIPTION OF THE FLAT

The Flat bearing No. admeasuring builtup construction area Sq.mtr. and Carpet area sq.mtr.on the Floor in "Sai Veela Apartment " of the building, including Balconies, Otta, Porch, & staircase, of the building together with the sq.mtr. of undevided share.

And Flat No. is bounded as under ;

- East :-
- West :-
- North :-
- South :-

Schedule - III

GENERAL SPECIFICATIONS

- 1.The Structure :- The structure shall be R.C.C. frame Structure.
- 2. Walls :- Brick Walls 150 mm or 115 mm thick as per architectural drawing
- 3. Plinth height :- 0.300mm
- 4. Plaster :- Internal plaster fulty plaster & external sponge plaster
- 5. Flooring :- All room ceramic tiles, in hall there is victryfied tiles.
- 6. Dado :- Ceramic/ glazed tiles 4'0" height in toiled & 3'0" Above kitchen otta.
- 7.Kitchen otta :- Green marbel top and steel sink
- 8. Loft :- One loft 0.45 m wide shall be proved in kitchen & room.
- 9. Windows :- M.S. window grill aluminum window
- 10. Doors :- Main door shall be t.w. panel door & all door frames shall be r.c.c section with flush doors.
- 11. Electrical :- Sufficint electric point
- 12. Plumbing :- Plumbing & sanitation will be as per architectural drawing.
- 13. Paintings :- Cement based water proof paint shall be provided externally and

c.b.d. internally with putty doors & window shall have oil paint.

14. **Parking :-** Covered parking and compound wall shall be provided and other amenities.

THE PURCHASER HAS TO PAY FOLLOWING CHARGES EXTRA

Municipal Corporation, Chandrapur water supply.

M.S.E.B. substation network and meter charges.

Registration charges and stamp duty.

All other incidental charges will be charged extra.

Extra work to be done with extra payment in advance.

This is a conceptual brochure & not a legal offering.

IN WITNESS WHEREOF the vendor, the purchaser/s hereinabove named have hereto set their respective hands and signed this Agreement to Sale of Flat at Chandrapur in presence of the attesting witnesses signing at such on the day and year first above written.

Scribed by :-

P.G. Bhasarkar, Attorney, Chandrapur

Date : /07/2017.

PURCHASER/S (Party No.2)

Aryan Builders and Developers
through its Proprietor
Shri. Niraj Pralhadrao Padgilwar
VENDOR (Party No. 1)

WITNESSES :

1) Sign _____
Name : _____
R/o. _____

2) Sign _____
Name : _____
R/o. _____