

- 1) Property Description :- Chandrapur City, Tah. & Distt. Chandrapur, Nazul Mohalla-Bhanpeth, Sheet No. 33, City Survey No. 2817, Old Plot No. 7/9, 7/10, 7/11, area 681.119 sq.mtr. out of total land area 1003.50 sq.mtr..
- 2) Area :- area 681.119 sq.Mtr. out of which undivided share of land area sq.mtr. & Builtup area sq.mtr., of Flat No..... on Floor
- 3) Rate :- Rs. /- per Sq.mtr. of land
Rs. /- per sq.mtr. of land with construction
- 4) Market value chart division value / : Page No.
sub division No. :
- 5) Column No. :-
- 6) Other order any reference :-

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

AND WHEREAS the party no. 2 has agreed to purchase Flat along with undivided share of land of Sheef No. 33, City Survey No. 2817, Situated at Nazul Mohalla- Bhanapeth, in Chandrapur City, more particularly detailed in the schedule-I attached hereunder, for total consideration of Rs/- on the following terms and conditions :

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

1) Smt. Mrunalini Girjashankar Alias Girish Khobragade, (PAN - AOAPK4028A) aged - 74 year, Occ. Business, 2) Shri. Deshak Girjashankar Alias Girish Khobragade, (PAN - AMPPK1921K) aged - 45 year, Occ. Business, 3) Shri. Satyajeet Girjashankar Alias Girish Khobragade, (PAN - AKVPK3045Q) aged - 38 year, Occ. Business, All R/o. - Wadgaon Ward, Chandrapur, Tah. & Dist. Chandrapur. 4) Ku. Manisha Girjashankar Alias Girish Khobragade (After Marriage Name- Sou. Manisha Shrikant Dhanpalwar) (PAN -AGQPK6247F) aged - 50 year, Occ. Service, R/o. Congress Nagar, Nagpur, Tah. Dist. Nagpur 5) Ku. Reema Girjashankar Aliase Girish Khobragade (After Marriage Name- Sou. Reema Devesh Kamble) (PAN - ALVPK0252E) aged - 43 year, Occ. House wife, R/o. Ramdas Peth, Nagpur Tah. Dist. Nagpur, hereinafter called as the " Vendors" which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Vendors as well as their representative, heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART, hereinafter referred as PARTY No. 1.

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, hereinafter referred as PARTY No.2.

AND WHEREAS The Vendors / Party No. 1 has executed the Deed of Declaration for Development in respect to the "SHRIHARI INDIRA DEWAJI KHOBARAGADE COMPLEX & SHREESHYAM HEIGHTS" in Sheet No. 33, City Survey No. 2817, previously City Survey No. 2812 & 2817, area about 1003.50 sq.mtr. Situated at Nazul Mohalla - Bhanapeth, in Chandrapur City and the same got registered in the office of Registration Registrar, Sub Registrar Chandrapur, at Serial No. 3029/2016 on dtd. 28/07/2016 as per the terms and conditions mentioned therein.

AND WHEREAS the Purchaser/s has applied to the Promoters/Vendors for allotment of an Flat No. Of Sheet No. 33, City Survey No. 2817 Situated at Nazul Mohalla- Bhanapeth in Chandrapur City being constructed in the the said Project,

AND WHEREAS the Builtup area _____ sq.mtr. ; carpet area of the said Flat is _____ square meters and "carpet area" means the net usable area of an Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, the Promoters/Developers Party has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____;

AND WHEREAS, under section 13 of the said Act the Promoters/Developers is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. And Section 3 of The Maharashtra Flat Ownership Act 1963. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/ Developers hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat No. _____ and the one covered parking

WHEREAS the Vendors no. 1 to 5 are the absolute owners and possessor of All that piece and parcel of land area 504.2 sq.mtr. out of total land area 1003.50 sq.mtr. and the Vendors no. 2 & 3 are the absolute owners and possessor of All that piece and parcel of land area 176.919 sq.mtr. out of total land area 1003.50 sq.mtr. of Sheet No. 33, City Survey No. 2817, Situated at Nazul Mohalla - Bhanapeth, in Chandrapur City, within the limits of Chandrapur City Municipal Corporation Chandrapur, Tah. & Dist. Chandrapur, jurisdiction of Registration, Registrar, Sub-Registrar Chandrapur, Dist. Chandrapur.

And more particularly described in the schedule - I, and which is duly old sanctioned and approved by the Building Engineer of the Municipal Council Chandrapur vide Building Permit No. M.C.C/T.P./C.P.R./90/2010 Dtd. 14/07/2010 for land area 499.3 sq.mtr. of City Survey No. 2817. And New sanctioned and approved by the Building Engineer of the Chandrapur City Municipal Corporation Chandrapur vide Building Permit No. G.C.M.C/G/T P/C.P.R./81/2012 Dtd. 17/02/2012 the joint bulding to be constructed on the total land area 1003.50 sq.mtr. of City Survey Nos. 2812 & 2817, and which is made a part hereof, the Municipal Coroporation Chandrapur, Nazul Mohala - Bhanapeth in Chandrapur City. The aforesaid property bears Sheet No. 33, City Survey Nos. 2812 & 2817, Total Land Admeasuring 1003.50 Sq.Mtr. thereafter Vendors applied for amalgamation of land bearing City Survey No. 2812 & City Survey No. 2817, before S.L.R. Chandrapur and S.L.R. Chandrapur vide his Order dtd. 18/10/2016 granted permission of amalgamation of both plots and accordingly the Land bearing City Survey No. 2812 having area 504.2 sq.mtr. merged into City Survey No. 2817 and according, the land bearing City Survey No. 2817 become having area 1003.50 sq.mtr. Accordingly, the Revenue Record of Akhiopatrika of City Survey No. 2817 is modified by Revenue Authority with respective undivided share of each holder/co-owner.

WHEREAS the Party no. 1 is the absolute owner and is in exclusive possession of all that piece and parcel of Land detailed in Schedule-I and the part which is to be purchased as per this agreement by the Party No.2 is Flat No..... of Builtup area sq.mtr, on floor, carpet area sq.mtr. the Building Namely "SHRIHARI INDIRA DEWAJI KHOBARAGADE COMPLEX & SHREESHYAM HEIGHTS" in Sheet No. 33, City Survey No. 2817, Situated at Nazul Mohalla – Bhanapeth, in Chandrapur City, Tah. Dist. Chandrapur.

AND WHEREAS the vendor has agreed to sale undivided share of land with Construction of said Flat No..... on floor who is having a good, valued and marketable title to the property described in Schedule-I & II and the Party No.2 had also satisfied with the right, ownership of the Party No. 1 to the same.

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

MANNER OF PAYMENT OF THE TOTAL SALE CONSIDERATION

- 1) 10 % at the time of booking.
- 2) 25 % on completion Plinth level.
- 3) 15 % on completion of First Slab.
- 4) 10 % on completion of Second Slab
- 5) 10 % on completion of Third Slab
- 6) 10 % on completion of Fourth Slab
- 7) 5 % on completion of Fifth Slab
- 8) 5 % on completion of Six Slab
- 9) 5 % on completion of brick works.
- 10) 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 undivided share of land and interest in the said land of Sheet No. 33, City Survey No. 2817 Situated at Nazul Mohalla – Bhanapeth, in Chandrapur City, more specifically described in the schedule-I&II attached hereto after making full consideration 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 to be Rs./- (Rs. Rupees) and a sum of Rs./- is/was paid by the Party No. 2 as earnest money by **Cash/ Cheque** and remaining amount of Rs./- will be paid as stated above.
- 3) That the party no. 2 has satisfied with the title of Party No.1 to the said property, described in detail in Schedule I & II, as good, valid and marketable and has verified and accepted the same without any further investigation.

- 4) The PARTY No.2 had accepted that the property as described in the Schedule-II is believed to be correctly described and be sold subject to the outgoing restrictions and right of joint owners, change in the land without affecting the area of the flat and if any mis-statement error, or omission will always be subject to correction as mutually decided by parties hereto.
- 5) The said Flat alongwith undivided share of land 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 and interest in the said flat of undivided share of land hereby agreed to be sold, will be held by the Party No.2 jointly with the other owners with heritable and transferable rights therein.
- 6) The land will be as given above. It is also made clear that in case of change in the building bye laws and the increase in FSI, from the date of this agreement till obtaining of the completion certificate from the authority, the benefit will go to the Party No.1 and in that case the land of the Party No.2 will automatically change and no separate agreement will be executed for the same.
- 7) That all expenses on account of payment of stamp duty, registration fees, society registration charges and other incidental charges incurred or to be incurred in respect of execution of this agreement or the 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.
- 8) The Party No. 2 had to adhere to the Schedule of Payment detailed above. Failure on the part of the purchaser to pay the same on the stipulated dates or within 15 days thereafter to Party No.1 this agreement stands automatically revoked/cancelled and in that case the amount till date paid by the purchaser towards the part payment of consideration shall stands forfeited to the party No.1 and the Party No.1 is having an absolute right to sell/transfer in any way the property under this agreement to any other person and the Party No.2 had no right to raise any objection for the same.
- 9) Both parties hereby agrees that on execution of the sale deeds, the Party No.1 will take steps to form the Society, as per the provisions of The Societies Registration Act, for all the persons i.e. the owners of the portion in the Property detailed in the Schedule-I attached with this agreement. The Party No. 2 will also be one of the members of the said Society. Both parties agree that the Party No.1 will also be the promoter/President of the said society for a period till its smooth working. The said society will be formed for the purposes of maintenance of the said building and the common facilities for all the members.
- 10) The party no. 2 is also liable for the payment for general maintenance charges of Rs...../- or any other amount if required for the maintenance of common utilities facilities like water supply, lift, electricity used in common, parking, watchman etc., at the time of Registration of the sale deed.
- 11) If Party No. 1 revised the layout map and building sanction map party no. 2 can not raise any objection or party no. 2 any objection. On the said flat when the society formed all conditions and rules will have to be strictly followed by party no. 2. Party no. 2 have no any right to that premises to do any excavation work, construction work, coloring of building and party no. 2 can not do any type of modification or any other work without Prior permission of society in the outer area of flat.

12) The Party No.2 will have to pay the charges for taking the Electricity supply, not only for his meter but also the proportionate charges including the charges for establishment of the Transformer or other allied instruments, as quoted by the Party No.1 and the Party No.2 will not raise any objection for the same.

13) The Party No.2 will also have to pay the charges in proportion for taking the Water supply from the authorities. The Party No.2 will also have to pay the charges in proportion for Water supply like Bore wells, Pumps for lifting the water till the tanks, electricity charges etc.

14) 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 and/or the Society indemnified against such payment.

15) The Party no. 2 has absolutely right to take finance from any financial institution or any bank by mortgaging the said flat.

16) 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 share of land of the said flat.

17) That, it is also agreed between the parties that Sales Tax, Service Tax, Transfer Tax, VAT, GST or any other taxes and/or cess, which are due or may become due in respect of this agreement or the sale deed as per this agreement will be borne by the Party No. 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 execution of the Sale deed of this land and flat, as detailed above or any other taxes/cess are due and arose because of this sale and makes the payment by the Party No.1, the Party no.2 is under bounded duty to reimburse the same to the party No.1.

18) The Party No.2 further agrees to indemnify the Party No.1 in respect of any stamp duty if held to be insufficient in future in pursuance of any enactment or amendment of Bombay Stamp Act or any other law brought into effect and any other amount incidental to the same.

19) The Party No. 3 is agreed to construct of said flat within the period of 3 years.

20) That this deed is subject to the jurisdiction of the competent Civil Court at Chandrapur.

:- SCHEDULE - I :-

ALL THAT Piece and Parcel of land area 681.119 sq.mtr. out of total land area 1003.50 sq.mtr. of **Sheet No. 33**, bearing City Survey **No. 2817**, situated at Nazul Mohalla - Bhanapeth in Chandrapur City, Tahsil & District Chandrapur. 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 :

TOWARDS EAST	:- Government Hospital,
TOWARDS WEST	:- Land of City Survey No. 2816 & 2813,
TOWARDS NORTH	:- House of Shri. Bongirwar & Shri. Dubey,
TOWARDS SOUTH	:- Road,

Schedule – II

DESCRIPTION OF THE FLAT

The Flat No. admeasuring Builtup area sq.mtr, on Floor commonly known as building namely "SHRIHARI INDIRA DEWAJI KHOBARAGADE COMPLEX & SHREESHYAM HEIGHTS" of the building including Balconies, Otta, Porch, & staircase, of the building together with the sq.mtr. of undevide 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. Plaster :- Internal plaster funty plaster & external plaster.
4. Flooring tiles :- 24"x24" victryfied tiles.
5. Doors - Main Door Flush type with Membrane paneled with Precast other door molded Flush door with RCC Frames.
6. Kitchen - Granite tap and glazed tiles upto lintel level.
6. Grills :- M.S. Grills
7. Electrical :- Sufficient electric point with branded switches and fitting.
8. Plumbing :- Plumbing & sanitation will be as per architectural drawing.
9. Painting :- Emulsion Paint with Putting to all rooms.
10. Window :- Powder coated Aluminum Window
11. Parking :- Open parking.

IN WITNESS WHEREOF the Vendors, the purchaser/s and the hereinabove named have here to 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.

Chandrapur , Date : /07/2017

PURCHASER/s (Party No.2)

1) Smt. Mrunalini Girjashankar
Aliase Girish Khobragade

2) Shri. Deshak Girjashankar
Alias Girish Khobragade

3) Shri. Satyajeet Girjashankar
Alias Girish Khobragade

4) Ku. Manisha Girjashankar Alias
Girish Khobragade (After Marriage
Name- Sou. Manisha Shrikant Dhanpalwar)

5) Ku. Reema Girjashankar Alias
Girish Khobragade (After Marriage
Name- Sou. Reema Devesh Kamble)

VENDORS (Party No.1)

WITNESSES :

1) _____

2) _____