

Kailash Namdeo Kabade

Realtor & Developers

Date: _____

To,
Mr _____
Aurangabad
Sub: Allotment of Row House No. _____

Dear Sir,

This is to confirm that the initial payment of Rs. _____/- (Rs. _____ only) by Cheque No. _____, _____ bank dated _____, out of the total of Rs. _____ (Rs. _____ only) is being received from you against the **Row House No. _____ RK/BHK**, at our site SAIBAN, gut no.68 (p) Sajapur Road, Wadgaon kolahati, Aurangabad. The terms and conditions of booking of the Row house are defined as per the agreement to sale. All the terms and conditions will be binding on the customer as per the agreement to sale.

Following are the details of the charges that will be applicable to you in addition to the above mentioned charges.

Other charges:

1. Maintenance charges: One time maintenance **Rs 50,000/-** and Building maintenance **Rs. 12,000/-** (towards first year maintenance of building only)
2. Infrastructure charges of lum sum **Rs 75,000/-** against the MSEB, water, documentation fees, etc
3. Parking' It will be allotted to customers on first cum first basis of booking
4. Stamp duty, registration charges, GST, any other taxes charges extra as applicable from time to time

I hereby congratulate and thank you for being the part of Pride Phoenix. Welcome to the group!

Regards,
Accounts,
Kailash N.Kabade

For **KAILASH N. KABADE**


Proprietor

Disclaimer:

Price list, above charges and payment plan can be changed without notice, and at the sole discretion of the company.

AGREEMENT OF SALE

Agreement of sale of Row-House No. _____, in **SAIBAN** Situated at Gut No.68 Wadgaon Kolhati, Tq. & Dist.Aurangabad, the Govt. value of Rs. _____/- and actual sale value **Rs.** _____/- Zone. 6 @ _____/- Per Sq. Mt.

This agreement to sale is executed today on ----thday of -----2016 at Aurangabad, between,

Mr. Kailas Namdeo Kabade

Age :- 49 Years, Occ.:- Agril / Business,

R/o.:- 6, Dnyaneshwar Nagar, Garkheda parisar,
Aurangabad.

Pan No.:- AFNPK6766R

[Hereinafter called as **OWNER / GRANTOR** which expression shall mean and include all its present and future partners, their heirs, successors, legal representatives, executors, administrators and assignees.]

AND

Mr. _____

Age :- _____ Years, Occ. :- _____,

R/o.:- _____

PAN No. _____

(Hereinafter called as **ROW-HOUSE PURCHASER** which expression shall mean and include all his/her heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS, the property Land **Gut no. 68** totally admeasuring 06 Hecter 17 Are, 28 Are Potkharab, Land Revenue 00.28 ps. Out of which to the extent **00 Hecter 51 Are**, Situated at Wadgaon Kolhati Tq. & Dist. Aurangabad is owned and possessed by the owner / Grantor and he purchased the same under registered sale deed No.5091/2011 dated 17.11.2011 registered at the office of Sub-Registrar, Aurangabad herein under and on the basis of registered sale deed name of owner came to be recorded in revenue record has per mutation entry no. 1206.

AND WHEREAS owner with intend to develop their property prepared layout plan and got sanction from CIDCO vide letter no. **CIDCO/ATPO/LP/AUR(WLJ)/2014(LP)/69** dated **12.08.2014** and

commencement Letter no. **CIDCO/ATPO/BP/AUR(WLJ)/2014/LP/69**, dated **12/08/2014** respectively and also obtained NA order u/s 44 of Maharashtra Land Revenue Code 1966 from the collector Aurangabad in file no. Ja.Kr: 2014/MASHAKA/JAMEEN-1/NAP-34/Mauje Wadgaon Kolhati, Tq. Aurangabad/CASE No. 28 dated 03.06.2014.

ANDWHEREAS, that, the Owner/Grantor got Building Permission & Commencement Certificate for Row-Houses in the name of owner from City & Industrial Development Corporation Aurangabad Vide letter no. **CIDCO/SP(NT)/BP/WLJ/2015(BP)/_____** dated **18/12/2015** and Owner / Grantor also started construction as per permission granted by CIDCO.

AND WHEREAS, Declaration U/Sec. 2-A of Maharashtra Apartment Ownership Act 1970 is executed and registered at Sr. No. 2433/2016 at the Office of Sub-Registrar Aurangabad on dated 29.06.2016 and subsequent correction deed in Deed Of Declaration registered at Sr. No. 3581/2016 at the Office of Sub-Registrar Aurangabad on dated 12.09.2016 and thereby the Proposed buildings and Row-Houses "**SAIBAN**" is submitted to the provisions of Maharashtra Apartment Ownership Act 1970.

AND WHEREAS Row-House purchaser has gone through all the above referred documents, quality of construction, area of Row-House, all amenities and has done personal inspection of Row-House under sale and thereafter Row-House purchaser has agreed to purchase the Row-House No. _____ admeasuring _____ Sq.Mt. Built-up area and (_____ Sq.Mt.) Carpet area is on Ground and First Floor which is specifically described in **Schedule-B** hereunder and the Owner/Grantor also agreed for the same on following terms and conditions :-

1. That, the Owner/Grantor agreed to sale the Row-House No. _____ admeasuring _____ Sq.Mt. Built-up area and (_____ Sq.Mt.) Carpet area, is on Ground and First Floor, to the purchaser at a **unit cost** of Rs. _____/- {Rupees _____ only}, out of which the purchaser paid the amount of Rs. _____/- { Rupees _____ only } to the Owner/Grantor as earnest money as under :-

Sr. No.	Mode of Payment	Date	Amount	Details
		Total	_____/-	

As such Owner/Grantor hereby acknowledges the receipt of the same.
The remaining amount of consideration shall be paid by the purchaser to the Owner/Grantor as per the schedule given below:

SR.NO.	ITEM	AMOUNT	SERVICE TAX 4.50%
1	Booking 15%		
2	On Plinth 15%		
3	On First Slab 20%		
4	On Second Slab 20%		
5	Brick Work 10%		
6	Plaster 10%		
7	At the time of finishing 10%		
	Total	_____/-	_____/-

That the purchaser hereby agrees to pay the additional amount for Stamp Duty, Registration amount, VAT, documentation charges, & MSEB charges etc. amounting to Rs. _____/- (Rs. _____ only) And, also Service Tax, which is Rs. _____/- (Rs. _____ only) as per the Schedule of Payment described above.

2. That the time for payment of remaining amount of consideration is treated as essential terms of this contract. It is well understood that because of non-payment of remaining amount of consideration on the given time, the construction of the entire project as well as Row-House under sale is likely to hamper. If the purchaser fails to pay the stipulated amount on the stipulated date, he will have to pay the interest @ 2% per month for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter this Agreement of Sale shall automatically stand cancelled without any further notice or communication for the same and the Builder/Developer will be at liberty to sell the said Row-House to anybody. The purchaser will be entitled only for the refund of 75% amount paid by him up to that date to the Owner/Grantor.

3. That the Owner/Grantor hereby undertakes that the Row- House under sale is free from all types of encumbrances and it is not subject to any mortgage, lease, lien, agreement nor they obtained any loan of any Government financial Institution, or by private party on the same. If any dues on the Row-House under sale are found, the Owner/Grantor will pay the same.

4. That, the Owner/Grantor have already commenced the work of the construction of the Row-House, it will be completed within 24 months from today. However, if the completion of construction is delayed due to any reason, beyond the control of the Owner/Grantor, the period of construction shall automatically be deemed to have been extended, without any written communication, with purchaser.

5. That, the construction of the Row-House shall be in accordance with the approved plan of CIDCO, but however, the Owner/Grantor shall be entitled to make any modification in the said plan as deemed necessary, for the just and proper construction of the all Row-Houses.

6. That the Construction of the Row-House shall be in average quality material, however the specifications of the material to be used for construction of the Row-House under sale and amenities to be provided for the same are given in **Schedule-C** on annexed herewith.

7. That on completion of the Row-House, purchaser shall be given intimation by Owner/Grantor and within a month from the said intimation the purchaser will have to pay all the pending dues towards the price of the Row-House payment for electricity connection, infrastructure for electric connection and payment relating to extra items and get the Sale Deed executed in his favour at his own cost and take the possession of the Row- House.

8. That from the date of possession of Row-House, the purchaser will be bound to pay all the CIDCO as well local authority and other taxes attributable to the purchased Row-House by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever is earlier, the Row-House purchaser is liable to pay common maintenance charges without any demur, either he may use or not use said Row- House personally or through any buddy claiming through him.

9. That the purchaser also is liable to pay all the expenses required for the execution and registration of the Sale Deed in his favour. That the purchaser also liable to pay Rs. 5,000/- { Rupees Five Thousand only } towards one time maintenance charges for one year, this amount directly deposited in society account and Owner/Grantor have no concern with the same. That the Row-House purchaser also liable to pay in addition to above amount and consideration amount **Vat @ 1 %**, **Service taxes @ 4.50 %** and any other taxes as applicable time to time as per agreed term between the parties to this Agreement.

10. That, after obtaining possession of Row-House the purchaser shall not cause any structural change in the Row-House purchased by him at any time, but however he will be at liberty to do interior decoration, furniture, fixtures etc. as desired by him at his own cost.

11. That, the Row-House purchaser hereby undertakes and confirm that, he will make arrangement of water for his Row-House and Owner/Grantor is not responsible in any manner. Similarly the purchaser has gone through all the documents including deed of declaration and purchaser hereby undertake that, he shall abide all the terms and conditions and declaration made by Owner/Grantor without any demur.

12. That after obtaining the possession of the Row-House by the purchaser shall use the Row-House in such a fashion that it will not cause any obstruction or interference is caused to the occupier of the other Row-House purchasers in the **SAIBAN** either because of his own conduct or conduct of his family members or any person visiting him.

13. That, the purchaser after obtaining the possession of the Row House shall not cause any such act thereby causing any damage to the RCC structures, common walls or other items and thereby cause any damage to the other Row-House.

14. That all intimation required under the agreement as deemed necessary shall send by Register Post to the Row-House Purchaser address given above and the said posting shall be deemed to be sufficient service.

SCHEDULE "A"

All that Part and Parcel the property Land **Gut no. 68** totally admeasuring 06 Hecter 17 Are, 28 Are Potkharab, Land Revenue 00.28 ps. Out of which to the extent 00 Hecter 51 Are, Situated at Wadgaon Kolhati Tq. & Dist. Aurangabad
Bounded by :-

East : Land of Mr. Tanwani,
West : Raod,
South : Land of Mr. Settiya,
North : Pond,

Situated in Gut No. 68, Wadgaon Kolhati, Tq. & Dist. Aurangabad.

SCHEDULE- B

All that part and parcel of Row-House No. _____ admeasuring _____
Sq.Mt. Built-up area and (_____ Sq.Mt.) Carpet area is on Ground and
First Floor as unit consisting _____ **BHK** rooms and WC, Bath in **SAIBAN**
constructed on above property, bounded by:

Towards **East** :- _____,

Towards **West** :- _____,

Towards **North** :- _____,

Towards **South** :- _____,

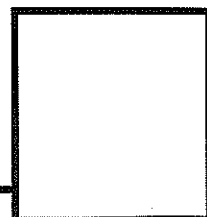
Situated in Gut No. 68, Wadgaon Kolhati, Tq. & Dist. Aurangabad.

SCHEDULE "C"
SPECIFICATIONS OF CONSTRUCTIONS.

STRUCTURE	:-	RCC framed structure
WALLS	:-	Outer walls 6" thick, inner wall 4" thick in bricks.
PLASTER	:-	Internal plaster in neeru finish and external sand face plaster.
DOORS	:-	Main door : Teakwood frame with laminated flush door, Other doors: Pre-cast frame with oil painted commercial flush door.
PLUMBING	:-	Concealed UPVC & CPVC type with C.P. Fittings.
KITCHEN OTTA	:-	Green Marble kitchen platform with stainless Steel Sink.
FLOORING	:-	2ft. X 2ft. Vitrified Tiles Nano Polish of good Quality And Green Marble for Stairs.
TOILET	:-	Antiskid ceramic tiles on floor. Concealed Plumbing with ISI mark fitting & Fixtures.
WINDOWS	:-	Two Track aluminum window and M.S safety grill.
ELECTRIFICATIONS	:-	Concealed wiring, 4.5 point in each room and power point in kitchen, Hall, Bathroom Respectively.
PAINTING	:-	Oil Bond Distemper from inside and Cement Paint from outside.
PARKING	:-	paver blocks in parking area.

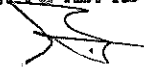
IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED
ON ____TH OF _____2016 AT AURANGABAD.

OWNERS :-



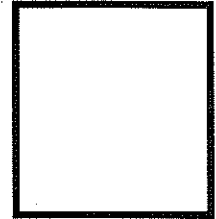
For KAILASH N. KABADE

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Proprietor
Mr. Kailas Namdeo Kabade

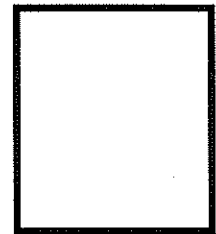
ROW-HOUSE PURCHASER :-

Mr. _____



WITNESSES :-

1. Mr. _____
Age : ____ yrs. Occp: _____,
Add : _____.



2. Mr. _____
Age : ____ yrs. Occp: _____,
Add : _____.

