SHREE

Zone no.	-	1.2.7
Govt. Rate	-	69,300/- Per Sq.Mtr.
Flat area	-	SQ.MTRS.
Government Valuation Rs.	-	/-
Agreed Consideration Rs.	-	/-
Stamp Rs.	-	/-
Registration Fees Rs.	-	/-

AGREEMENT OF SALE

THIS AGREEMENT OF SALE of Constructed area made and executed on this th day of ----------, in the year **Two Thousand Seventeen**.

BETWEEN

M/S. AAKAR BUILDCON PARTNERSHIP FIRM
PAN-AAXFA 1532 G
Through Partners
1.MR. SAMEER VASANT PATIL
Age. 31, Occ. Business & Agri.
R/o- 1, Karpur Apartment, Opp. Nandanvan Lawns
Savarkar Nagar, Gangapur Road, Nashik-422013.
2.MR. CHETAN KUNJANPRASAD GUPTA
Age. 28, Occ. Business
R/o- 43, Prabhawati Bungalow, Vidhate Nagar,
Hirawadi Road, Panchvati, Nashik-422003.

Hereinafter referred to as the **OWNER/DEVELOPERS** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Partnership Firm, its Partners, their heirs, legal representatives, executors, administrators] of the **FIRST PART.**

AND

MR.
Age: Years
Occ:
PAN:
R/o:

Hereinafter referred to as the **PURCHASER/S** [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/ her /their heirs, legal representatives, executors and administrators, assigns] of the **SECOND PART.**

WHEREAS property described in schedule I hereunder written is purchased by the Owner/Developers and they purchased the said property by sale deed from Mr. Kantilal Tularam Dhadiwal which was duly registered in the office Sub Reg. Nashik-4, at Sr. No. 4788 on dtd.

AND WHEREAS name of the Owner/Developers is recorded in 7/12 extract vide M.E.no. A-1822.

AND WHEREAS Property described in schedule I hereunder written is converted to N.A. use as per the N.A. order given by Collector Nashik vide order no. Maha/Kaksh-III/ N.A.P. No./ 139/1994, Nashik, dtd. 06.08.1994.

AND WHEREAS Layout approved by Asst. Director Town Planning Nashik Municipal Corporation vide order No. Nagar Rachana Vibhag/ Vasi-14/2683/96, dtd. 25.06.1994.

AND WHEREAS TDR Purchased by Owner/Developers herein from Mr. Kantilal Tularam Dhadiwal, the sale deed is registered at Sr. no. 4787 on dtd. 28.06.2016, by which Owner/Developers purchased TDR measuring 260.00 Sq. Mtrs. of B zone out of certificate no. 128 dtd. 30.04.2002 from and out of S.No.685B+686/1/1A of Nashik, Dist-Nashik.

AND WHEREAS The Building permission given to Owner/Developers by Nashik Municipal Corporation Nashik vide permission no. **LND/BP/ A-1/312/4123 dtd. 17.10.2016**, with TDR for residential purpose.

AND WHEREAS the Owner/Developers herein are going to construct **First** to **Four floors** upon the property described in schedule I & the constructed building shall be known as **Aakar Elite.**

AND WHEREAS the title of the Owner/Developers to the said property i.e. plot is clear, marketable and free from encumbrances/Litigation/ disputes.

AND WHEREAS The Owner/Developer herein will be provide separate water connection, water tank on the terrace of the said building. The maintenance of the said water connection and water tank will be done at the cost of the Purchaser/Flat Owner herein. The occupants of the residential premises will not have any right to object about the use and maintenance of the said premises and services provided for the Owner/ Developer or their agents who will be going upon the terrace for the same.

AND WHEREAS the Owner/Developer herein have already made clear by this agreement to the purchaser/s that lift in the constructed building will be activated only after 50% occupancy of the flat owners, prior to that the lift facility will not be activated. And occupants which will come and occupy the premises and take the possession of the premises will have no any right to insist the Owner/Developers/their agents for the activation of the lift facility till the occupancy of the 50% of the residential accommodation.

AND WHEREAS the Purchaser herein is interested in purchasing a constructed premises in the building constructed by the Owner/Developer on the said property, the premises is duly described in the Schedule II hereunder written [which premises is hereinafter for the sake of brevity referred to as **THE SAID PREMISES**.]

AND WHEREAS the Owner/Developer herein is entitled to execute the agreement with respect to the constructed premises specifically described in the **Schedule II** hereunder written.

AND WHEREAS each of the Purchaser is to bear expenses of out goings as particularized in **Annexure "C".**

AND WHEREAS the Owner/Developers is also entering into agreement of like nature for sale of constructed areas with other Purchaser/s.

AND WHEREAS the Purchaser with an intention to purchase constructed premises described in **Schedule II** i.e. the said premises, demanded inspection of the documents hereinabove and the Purchaser is fully satisfied about the title of the property and the rights of the Promoter to develop and to sell the constructed area and the Purchaser has also inspected approved plans, and also verified the building permissions and commencement certificate and the Purchaser admits to have received the necessary copies of all the documents from the Owner/Developers/ Promoter. As the purchaser has received the copies thereof as they are annexed to this Agreement and the Purchaser consents to the same.

AND WHEREAS the price of the said premises mentioned hereafter is excluding all kinds of expenses mentioned hereafter.

AND WHEREAS the Purchaser has also accepted restrictions as to use of the premises for himself and for the benefit of other occupiers.