

BEFORE THE SUB-REGISTRAR OFFICE AT NAGPUR

AGREEMENT TO SALE

Item No. _____, Rate Rs. _____/- per Sq. Mtrs., Page No. _____

Stamp Duty- **Rs.** _____/-

Market value **Rs.** _____/-

Deed of Sale Valued At **Rs.** _____/-

(Rupees _____).

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT NAGPUR ON
____TH SEPTEMBER 2019.

BETWEEN

SHRI. AKASH S/O GOPICHAND SAHARE, Aged About 30 Years, Occupation- Business, (Pan No. **GIRPS1641L**), R/O Plot No. 24, Maitri Colony, Nari Road, Nagpur- 440026, hereinafter referred to as “**VENDOR/PROMOTER**” (which expression shall, unless contrary to the context or meaning thereof, mean and include said vendor as well as his legal heirs, legal representatives, successors, executors, administrators and assigns) of the **OF THE ONE PART;**

AND

1. SHRI. _____ S/O _____, aged about ____ years, Occupation- _____, is the R/o, _____ PIN- _____, hereinafter referred to as “**THE PURCHASER**” (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his heirs and legal representatives **OF THE SECOND PART**

WHEREAS-

1. The Vendor owned and possessed ALL THAT Piece and Parcel of land bearing of all that piece and parcel of land bearing Plot No. 16 admeasuring about 1178.96 Sq. Mtrs. in the sanctioned layout, Situated at Khasara No. 98/1, City Survey No. 81, Sheet No. 953/41 of Mouza Nari, Within the limits of Nagpur Municipal Corporation & Nagpur Improvement Trust and as such the Vendor herein has every right to deal with the said property in the manner he deem fit, situate at NARI, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.57 in Tahsil and District – NAGPUR, hereinafter referred to as “**The Said Land**” which is more specifically described in the schedule of **A.**

2. That the said land was originally belonged to Mrs Sangita Gopichand Sahare. That the said land Khasara No. 98/1 total admeasuring area about 2.02 H.R. out of it 0.40 H.R. Mouza- Nari, Tahsil Nagpur and Dist Nagpur purchased by

Mrs Sangita Gopichand Sahare from original owners namely Shri Krishna Nathhuji Raut, Shri Sudhakar Natthuji Raut, Smt Leelabai Wd/o Pandurang Raut & Shri Sudarshan Pandurang Raut. That the Sangita Sahare Purchased above land by way of Registered sale deed bearing No. NGN5-3422/2004 dated 11/11/2004 before the office of Sub Registrar Nagpur-5.

3. That out of total area 2.02 H.R. remaining Khasra No. 98/1 area 1.20 H.R. Mouza- Nari, Tahsil Nagpur and Dist Nagpur purchased by Mrs Sangita Gopichand Sahare from original owners namely Shri Krishna Nathhuji Raut, Shri Sudhakar Natthuji Raut, Smt Leelabai Wd/o Pandurang Raut & Shri Sudarshan Pandurang Raut through their registered Power of attorney Shri Ashok Dinesh Mishra. That the Sangita Sahare Purchased above land by way of Registered sale deed bearing No. NGN5-3223/2005 dated 18/11/2005 before the office of Sub Registrar Nagpur-5.
4. That Sau. Sangita Sahare got the sanctioned lay out plan from the competent authority Nagpur Improvement Trust vide dated 20/03/2016. That said Sangita Sahare also mutated her name in the record of all government and semi government record also mutated her name in the record of Nagpur Municipal Corporation Nagpur. That the Sau Sangita Sahare also released the plot No. 16 from the Nagpur Improvement Trust Nagpur by way of vide letter bearing No. E. E. (North)/2600 dated 12/12/2018.
5. That said Sangita Sahare decided to gift her property bearing plot No. 16 to her Son namely Shri Akash Gopichand Sahare (Vendor) and as per registered gift deed bearing registration No. NGN6-5771/2018 dated 18/12/2018 transfer the said plot No. 16 to her Son Shri Akash Gopichand Sahare which is registered before the office at Sub-Registrar Nagpur-6.
6. That Vendor Shri Akash S/o Gopichand Sahare mutated his name in all Government & Semi Government record, revenue records as a absolute owner of the Plot bearing No. 16 situated at Khasra No. 98/1, Mouza- Nari, Tahsil & Dist Nagpur. That after mutating his name on revenue record Vendor executed registered Deed of declaration in the office of Sub-registrar Nagpur-4, vide bearing Number NGN4-6025/2019. **AND**

7. **AND WHEREAS**, the Vendor has decided to develop the said plot for development of residential and commercial complex to be named as “**ANEEKA APARTMENTS-1**”, **VENDOR** has decided to construct a residential and commercial Apartments Scheme over the said land and he thus has submitted the said land described above containing by admeasuring 1178.96 Sq. Mtrs. to the scheme of residential/commercial apartments capable of independent access and independent use.
8. **AND WHEREAS**, in pursuance of the said development, said Vendor, submitted a building plan to the concerned authority and it was duly sanctioned by the building Engineer, Nagpur Improvement Trust, Nagpur vide Building Permit No. BE (WEST) / Case No. AB – 8765/ Tracking No. 2019021288/1930/date-22/08/2019.
9. **WHEREAS** The Vendor is constructing on the plot mentioned above and which is fully described in the schedule hereunder written, a building consisting residential/commercial apartments to be named and styled as “ **ANEEKA APARTMENTS-1**” according to plan, which is duly approved by the building Engineer of the Nagpur Improvement Trust, Nagpur vide building permit No. BE (WEST) / Case No. AB – 8765/ Tracking No. 2019021288/1930/date-22/08/2019.
10. That the said scheme to be constructed on the said plot consists of a Ground plus Six Floors and shall consume an F.S.I. relatable to 1178.96 Square Meters. The entire construction shall be in single building and all the Apartments, which will be 36 in number residential and 3 in number shop, shall be capable of individual utilization on account of having their own existing common area and facility of the building. Any increase in F.S.I. shall be solely utilized by the Developer.
11. That in pursuance of the said Gift Deed the said Vendor accordingly prepared and sanctioned the Plan of a new Apartment/ Building and construct building on the said Plot of land and to be known and styled as “**ANEEKA APARTMENTS-1**” and the same is duly sanctioned and approved by the building Engineer of the Nagpur Improvement Trust, Nagpur; AND

- 12.** That the Vendor is the exclusive owner of the ALL THAT entire R.C.C. Superstructure comprising Apartment/Flat bearing **No.** _____, on the _____ Floor of the building known and style as, **“ANEEKA APARTMENTS-1”** covering a **built up area of** _____ **Sq Ft (**_____ **Sq Mtrs)** **together with** _____% undivided proportionate share and interest in all that piece and parcel of plot no. 16 (hereinafter referred to as the **“Said Apartment”**) situated at Kh No. 98/1, **Mouza: NARI**, within the Limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur which is more specifically described in the schedule B.
- 13.** The Vendor has registered the project under the provisions of the Real Estate Regulatory Act with the Real Estate Regulatory Authority at Mumbai bearing registration No. _____ ; authenticated copy is attached herewith.
- AND
- 14.** The Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building. AND
- 15.** That The Purchaser herein above approached to the Said Developer for the purchase of an Apartment/flat No. _____for his residential purpose AND;
- 16.** That the Said Vendor has all rights to transfer the said apartment to the Purchaser here in above, AND;
- 17.** That vendor has paid all the government, municipal commercial tax, electricity bills and society's maintenance charges, miscellaneous charges if any in respect of the “Said Property” in the said till this date.
- 18.** That the Vendor and Developer has agreed to sell the **Apartment No.** _____ to the Purchaser herein for a consideration of **Rs.** _____/- (**Rupees** _____ **Only**), and Purchaser is agreed to purchase the said Apartment/Flat.

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

- 1.** THAT the VENDOR is agreed to sell and PURCHASER is ready to purchase the said Apartment bearing **No.** _____ for the **Rs.** _____/-

(_____ Rupees) which is on the _____ Floor of the building known and style as, “**ANEEKA APARTMENTS-1**” covering a **built up area of _____ Sq Ft (_____ Sq Mtrs) together with _____%** undivided proportionate share and interest in all that piece and parcel of plot no. 16, admeasuring about _____ Sq mtrs. i.e. _____ Sq Ft situated at Kh No. 98/1, **Mouza: NARI**, Nagpur, within the Limits of Nagpur Municipal Corporation, Tahsil and District: Nagpur and more particularly described in the schedule hereunder written.

MANNER OF PAYMENT

1) Rs. _____/- (Rs. _____Lakh) Purchaser has paid to the Vendor by way of
Cheque bearing No. _____ drawn on _____
on _____ and the receipts of the same is
acknowledged by the Vendor.

2) Rs. _____/- (Rs. _____Lakh) Purchaser has paid to the Vendor by way of
Cheque bearing No. _____ drawn on _____
on _____ and the receipts of the same is
acknowledged by the Vendor.

Total Rs. _____/- (_____Rupees Only) paid by purchaser to the Vendor.

2. That purchaser has paid Rs. _____/- to the Vendor and purchaser agreed to pay the balance consideration amount of Rs. _____/- (_____ Lakhs Rupees) by way of availing bank loan in the following manner-

- i) _____% At the time of Booking
- ii) _____% At the time of Plinth
- iii) _____% At the time of First Slab
- iv) _____% At the time of Second Slab
- v) _____% At the time of Third Slab
- vi) _____% At the time of Fourth Slab
- vii) _____% At the time of Fifth Slab
- viii) _____% At the time of Sixth Slab

ix) ____% At the time of Brick work

Rs. _____/- Total (Rupees _____ Only)

3. That upon the following terms and conditions to the vendor agreed to execute deed of sale at the time receipt of balance consideration amount of Rs. _____/- of the said Apartment.
4. That Purchaser shall pay separate Electric and water meter charges to the vendor as per government norms.
5. The Vendor has paid all the taxes and charges pertaining to the said Land & apartment to the concerned Authority till the date of this agreement and liable to pay the same if any remaining to be paid till the date of sale deed. The Purchaser shall discharge all liabilities from the date of execution of present agreement.
6. That the Purchaser is fully satisfied with the title of the Said land & Said Apartment and shall observe the all the conditions, covenants, terms and regulation which has been incorporated or imposed by the appropriate state government authority at the time of sanctioning the layout in the said Land.
7. That the Purchaser shall pay all Corporation Taxes, GST, Assessment, Development Charges of Regularization N.I.T., Mutation of the City Survey as Levied by the Government & Semi-Government Authorities on the Said Apartment chosen by him with effect from the date of registration of the sale deed.
8. That the said **land & apartment** shall be taken to be correctly described in the schedule if Any inadvertent miss statement, error or omission found, then the same shall not annulled/cancelled the same nor shall any compensation be allowed in respect thereof, but all the same such miss statement, error or omission will be subject to correction by the parties.
9. This Agreement to sale represents the entire agreement between the parties hereto on the subject matter hereof and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or in writing, between the parties hereto on the subject matter hereof.
10. Any term of this deed may be amended only with the mutual written consent of the Parties hereto.

11. That all the expenses of this Agreement to sale i.e., stamp duty, Registration charges etc. shall be borne and paid by The Purchasers and further all the expenses of Sale and Conveyance i.e., stamp duty, registration charges, transfer charges shall also be borne and paid by the Purchasers.
12. This agreement to sale has been explained to the parties hereto in their Regional language and they have understood the contents mentioned herein.

SCHEDULE - A OF THE SAID LAND

ALL THAT Piece and Parcel of land bearing **Plot No. 16** out of the Sanctioned Lay out, containing by admeasurement _____ Sq. Ft. (OR 1178.96 Sq. Mtrs.) being a portion of the entire land bearing Kh.Nos. 98/1 KH of Mouza – Nari, bearing Corporation House Nos. 2141/A/16 City Survey No. 81 and Sheet No. 953/41, situate at Nari, Nagpur, within the limits of the Nagpur Municipal Corporation Ashi Nagar Zone-___, Ward No.57 in Tahsil and District – NAGPUR and bounded as under :-

Toward East	:	Plot No. 17
Toward West	:	Khasara Boundery
Toward North	:	9 Mtr Wide Road
Toward South	:	24 Mtr Wide Road

SCHEDULE (B) OF THE APARTMENT

ALL THAT piece and parcel of entire R.C.C. Superstructure comprising Apartment bearing **No. _____**, on the _____Floor of the building known and style as, “**ANEEKA APARTMENTS-1**” covering a **built up area of _____ Sq Ft (_____ Sq Mtrs) together with _____%** undivided proportionate share and interest in said land bearing **Plot No. 16** within the limits of the Nagpur Municipal Corporation Ashi nagar Zone-___, Ward No. 57 in Tahsil and District – NAGPUR and bounded as under :-

Toward East	:	Plot No. 17
Toward West	:	Khasara Boundery

Toward North : 9 Mtr Wide Road
Toward South : 24 Mtr Wide Road

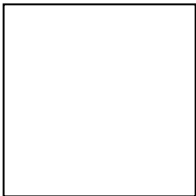
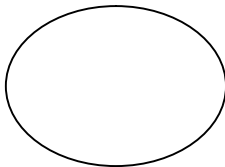
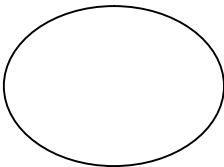
IN WITNESS WHEREOF, the parties have hereto put their respective hands and signed after understanding the contents of the Agreement to sale and admitting to be correct at Nagpur today at Nagpur on ____th day of September 2019 mentioned hereinabove in presence of attesting witnesses.

SIGNED, SEALED & DELIVERED by

The within named

“THE VENDOR”

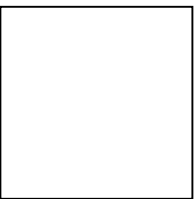
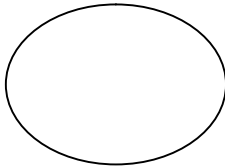
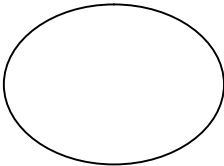
SHRI AKASH GOPICHAND SAHARE,



SIGNED, SEALED & DELIVERED by

The within named

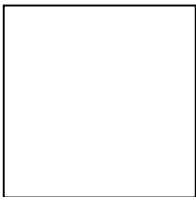
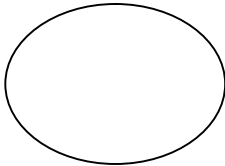
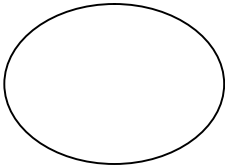
“THE PURCHASER”



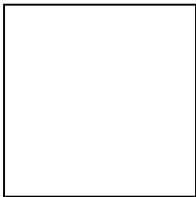
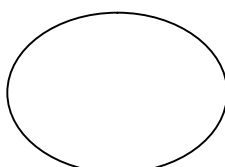
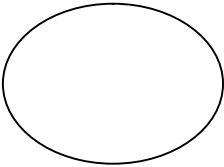
In The Presence Of and Identified By Us

WITNESSES:

1. _____



2. _____



ALLOTMENT LETTER

This is to confirm that to _____, is here by allotted flat No. _____, of ____ floor at 'ANIKA APARTMENTS-1'. Mouza-NARI, Plot No.16, Situated at Khasra No. 98/1, P.H.No. 11, City Survey No. 81, Sheet No. 953/41, Nari, Tah & Dist Nagpur. We further confirm that the consideration of above flat is Rs. _____/- (Rupees _____ Only).

For Mr Akash Gopichand Sahare

(Builder & Developer)

Place: Nagpur

Date: