

WITHIN THE JURISDICTION OF SUB-REGISTRAR, NAGPUR (CITY)

MOUZA - BUTIBORI

"KAVYA ENCLAVE"

DRAFT AGREEMENT TO SALE

FLAT NO. _____, FOR RS. _____/-
(Rupees _____ Only)

GOVT. READY RECKONER VALUE (FOR STAMP DUTY PURPOSE)

RS. _____/-, STAMPS RS. _____/-

THIS Agreement to sale is made and executed at Nagpur on this _____th day of _____, 2021.

B E T W E E N

1. Smt. Mangla W/O. Kashinathji Dhage through its Partner of "Aditya Infrastructure"
aged about 65 years, occ. Business,
R/o. Plot No.11, Wardha Road, Ujwal Nagar,
Somalwada East, Khamla, S.O., Nagpur-440025 (MS)

hereinafter called as **VENDORS**, (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendors, their legal representatives, successors, executors, administrators and assigns) of the **FIRST PART. AND**

hereinafter called as "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Purchaser, his/her respective legal heirs, successors executors, administrators and assignees) of the **SECOND PART, AND**

WHEREAS the Vendor owns and possess of all that Land having Plot No.RM-21 in MIDC Butibori Industrial Area, Village, Rengapar, admeasuring total 1000 Sq.mtr. of Mouza - Butibori Nagpur, within the limits of MIDC, Nagpur, Tah. and Dist. Nagpur, more particularly described in the schedule hereunder; AND,

WHEREAS the Vendor has constructed the building as per the sanctioned building Plan vide building permit No.EE-1/Pl.App/Auto-DCR/D-34714, Dt.**16/12/2020** issued by special planning authority and Executive Engineer MIDC Division No.1 Nagpur. AND

WHEREAS the Purchaser is desirous of owning the Flat No. ____ on _____ Floor in the building known & styled as "**KAVYA ENCLAVE**" AND

WHEREAS The sale consideration of the said flat is decided of Rs. _____/- by the Vendors, as such the said sale consideration is adjusted in the payments to be paid to the Purchaser against the construction of the said building known as **KAVYA ENCLAVE**. and as such the Purchaser requested the Vendor to execute the Sale Deed in favour of the Purchaser of the Flat chosen by it and the Vendor has conceded to such request of the Purchaser and decided to execute the Sale Deed of Flat together with the undivided share and interest in the said plot of land in favour of the Purchaser.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS

1. And in consideration thereof the Vendor does hereby grant, convey and or transfer the property bearing Flat No. ____, situated on the _____ floor of the building known and styled as "**KAVYA ENCLAVE**" together with _____ % of undivided share and interest in the plot of land described in the

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schedule, hereunder written for ever to hold the same by the Purchaser as absolute owner thereof and free from all encumbrances and or charges whatsoever.

6. THE VENDOR DOES COVENANT WITH THE PURCHASER AS FOLLOWS:

- a) The property hereby sold and or transferred shall be subject to the terms and condition which may or may not be incorporated in this deed but are incorporated in the original Sale Deed.
- b) The property hereby sold shall be quietly entered into upon, for resale, held enjoy and to receive there from the rent, profits by the Purchaser hereafter without any interruption and or disturbance by the Vendor or any other person claiming through its.
- c) The Vendor has done no act whereby the property hereby conveyed or sold is encumbered in any manner any where till this date or whereby the Vendor is debarred from transferring the same.
- d) The Flat and undivided share and interest hereby sold is subsists and the Vendor has absolute rights and power to transfer the same to the Purchaser.
- e) The Vendor has paid all the dues with respect to the Corporation Taxes, ceases, land revenue and any other Govt. or Semi Govt. dues occurring till the date of Sale Deed.
- f) The Vendor has no objection if the Purchaser mutates its name over the property hereby conveyed in all the relevant records wherever found necessary.
- g) The Vendor has already delivered actual physical possession of the said Flat to the purchaser and delivered all copies of Title Deeds to the Purchaser.
- h) The Purchaser has seen verified its flat and fully satisfied in respect of the construction, title, amenities and specifications and also modifications directed by the purchaser. And the purchaser hereby declares that they have received the physical possession of the said Flat from the Vendor in fully

completely finished condition. it further declares that the construction of the aforesaid Flat is as per the sanctioned Building plan .

- i) The description of the property hereby sold shall be taken to be correctly described in the schedule I & II hereunder written and any misstatement, error and or omission if detected the same shall not annul this sale but all such misstatement, error and or omission shall always be subject to the correction by the Parties hereto.
- j) The Vendor has produced all the necessary documents such as Akhiv Patrika, Map at the time of Registration of this Sale Deed.

7. THE PURCHASER DOES HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :

- a) The Purchaser shall hereafter get its name mutated in all the relevant records wherever found necessary and for which the Vendor has no objection.
- b) The Purchaser shall hereafter regularly pay all the taxes, ceases, land revenue and other Govt. or semi Govt. dues with respect to its property as may be assessed from time to time from the date of sale deed.
- c) The Purchaser shall regularly pay all the amount towards the common maintenance as may be assessed by the Vendor till the date of formation of Flats Owners Association from the date of Sale Deed.
- d) The Purchaser shall be the joint owner of the said plot of land along with the other Flat owners having purchased the undivided share and interest in the said plot of land.
- e) The Purchaser shall not do any such act, or any objectionable business, deed and or thing which would cause, annoyance or inconvenience to the other Flat owners in the said building.

- f) The Purchaser shall always abide herself/himself by the zonal rules of construction made by the MIDC Nagpur as amended from time to time.
- g) The Purchaser shall not alter or erect any change in her/his Flat so as to change the elevation of the building.
- h) The Purchaser has understood that the responsibility of carrying on him/her and the cost of repairs of general common areas and facilities provided shall be the joint responsibility along with all other Flats owners of the said building on the proportionate sharing basis as per area of the beneficiaries.
- i) The Purchaser has understood that it has no right over the open spaces available surrounding the building in the said plot of land and shall always be for common use of all Flat owners and it shall not construct any temporary or permanent structure, any type of shade in front of Flat or divide the same by grill or in any manner whatsoever.
- j) The Purchaser shall individually pay the Corporation taxes, ceases as may be levied upon its Flat from time to time from the date of Sale Deed.
- k) The Purchaser shall not throw the dirt water over the open spaces and render all co-operations which is essential for maintaining the harmony and peaceful enjoyment of the property.
- l) The Purchaser shall bear the cost of maintenance of general common areas and facilities, outer electricity bill, repairs of motor-pump alongwith other Flat owners proportionately and jointly.
- m) The Rights of available or increased F.S.I. pertaining to the said plot of land shall always vests with the Vendor and Purchaser shall not obstruct or prevent the Vendor from consuming and utilising the same subject to the strength of the existing structure at the time of such event.

n) The expenses on account of stamp duty, registration fees and other charges is borne & paid by the Vendor.

SCHEDULE 'I'
DESCRIPTION OF THE PROPERTY

WHEREAS the Vendor owns and possess of all that Land having Plot No.RM-21 in MIDC Butibori Industrial Area, Village, Rengapar, admeasuring total 1000 Sq.mtr. of Mouza - Butibori Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation and bounded as under:

on the East by - 20M Wide Road
on the West by - Plot No.RM-2 & RM-3
on the North by - Plot No.RM-20
on the South by - Plot No.RM-22

SCHEDULE 'II'
DESCRIPTION OF FLAT HEREBY SOLD

All that **Residential** Flat No. ____ situated on the ____Floor of the building known and styled as "**KAVYA ENCLAVE**" and standing on the Plot No.RM-21 having Carpet area of ____ Sq. Mtrs., Built up area of ____ Sq. Mtrs. and Super Builtup area of ____ Sq. Mtrs., together with ____ % undivided share and interest in the Plot No.RM-21, admeasuring total 1000 Sq. mtr of Mouza - Butibori Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation and bounded as under:

on the East by - 20M Wide Road
on the West by - Plot No.RM-2 & RM-3
on the North by - Plot No.RM-20
on the South by - Plot No.RM-22

I, Kishor Shivilalji Gautam, Reshimbag, Nagpur Advocate do hereby state that This sale deed is drafted by me as per instructions and documents provided by my client

IN Witness whereof the parties thereto have set their respective hand signed this SALE DEED on the date first above written in the presence of the attesting witnesses :-

WITNESSES :-

1) _____

[SMT. MANGLA KASHNATHJI DHAGE]
[Partner]

2) _____

[PURCHASER]