

महाराष्ट्र MAHARASHTRA

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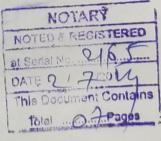
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TREASURY OFFICE NAS...

28 JUN 2024

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#### "Shree"

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE is Made and Executed at Nashik on this  $01^{\text{st}}$  Day of July 2024.

#### BETWEEN

Mr. Yuvraj Chandrakant Nirmal Age: - 34 Yrs., Occ.: - Service Pan No: AMJPN3350N Residing at Row Housse No 13, Uma Park, Shri Krushna Nagar, Nashik-422010

Hereinafter referred as "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, legal representatives, executors and administrators).

#### AND

a. Mr. Ajay Kisan Patil Age: - 45 Yrs, Occ.: - Business, Pan No: BWDPP3197H

**b. Mrs. Nayana Ajay Patil Age: - 35** Yrs, **Occ.: -** House-wife, Pan No: **CRRPP1093G** 

**Both Residing at: -** HN-5, Krushna Nagar, Near Tulaja Bhavani Mandir, Ambad-422010

Hereinafter referred as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their Legal Heirs, Legal Representatives, Executors, Administrators and Assigns)

1) AND WHEREAS the said plan was approved by the appropriate authority and the said construction was started. Then-after the Vendor purchased Flat No 04 from Mr. Pavan Sharma & Mrs. Nirmal Sharma and Deed of Apartment has been registered in the office of Sub Registrar at Sr. no NSN-5-9548-2013 Dtd 16/08/2013.

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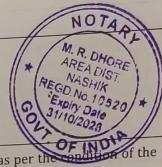


- 2) Accordingly the Commencement Certificate was obtained from Nashik Municipal Corporation vide Certificate No. Commencement LND/BP/WS/CD/742/368 dated 09.03.2010. Thenafter as per the Approved plan the builder has constructed a building.
- 3) Accordingly the Completion Certificate bearing JAVAK NO /NAGAR RACHANA /CIDCO/7140/3910 Dtd 30.11.2010 obtained from the Competent Local Authority is also obtained.
- 5) AND WHEREAS the Vendor is in need of money therefore they intended to sell, alienate and transfer his ownership right, title and interest in the said Residential Premises and the Purchaser is in need of a Residential premises in the same locality and accordingly showed their willingness to purchase the said Residential Premises tom the Vendor and after mutual discussion and negotiation, the Vendor agreed to sell the said Residential premises to the purchaser the conditions mentioned here-in-below.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS HEREIN AND IT IS AGREED BY AND BETWEEN THE PARTIES AS

- 1) The Vendor shall sell, alienate, transfer and assign his right, title and interest in the said Residential Premises as described in the second schedule written hereunder unto the Purchaser.
- The total amount and consideration of the said Residential Premises is fixed at Rs. 18,00,000/- (Rupees Eighteen Lakhs only) which is fixed with mutual consent of the parties and is as per

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prevailing market rate in the locality and as per the and of the Residential Premises and there is no dispute about the same.

Payment Schedule: -

Sr.	Particulars	Amount
1.	Drawn in the name of Vendor wide Cheque No Dtd 01/07/2024 by Purchaser	Rs. 3,00,000/-
	Total consideration amount	Rs. 3,00,000/-

The Vendor has received Rs. 3,00,000/- from total as a part payment from consideration described in the payment schedule and there is no dispute about the same. The remaining amount of Rs. 15,00,000/- will be paid by the purchaser within 40 working days from the date of this agreement. The purchaser has obtained loan from Bank. If the purchaser fails to pay the remaining amount in the prescribed time the advance amount given by the purchaser will be forfeited and the vendor will be free to alienate the property as per his sweet will and wish in the circumstances the purchaser has left his right to go to any Court of Law.

- 2) Then after the Vendor will execute the final Deed of Apartment in favor of the Purchaser and the vacant possession of the said unit will be given to the purchaser after executing the Final Conveyance and receiving the full payment of Rs. 18,00,000/-
- 3) That all the arrears of the Municipal taxes, Electricity bills, Outgoings and monthly maintenance charges of the said Residential Unit shall be borne and paid by the Vendor till today and in future





the purchaser will pay the same after handing over the possession by the Vendor to the Purchasers and the Final Conveyance of the Said Residential Premises.

- 4) That the said Residential Premises is free from all encumbrances, charges and defects in the title and the Vendor has not created any charge by way of mortgage, lien, partnership, lease, gift, will, surety, maintenance, inheritances, oral and written agreement as on this day and the vendor is competent to sell, alienate and transfer said premises and his right, title and interest, therein to the Purchaser. If any defect in Title, Right, and Ownership is found in future in respect of the said Residential Premises then the Vendor himself will take the responsibility and will remove the defect of his own and will not ask anything to the Purchaser.
- claim any ownership right, title and interest or any such other right in the said Residential Premises and the purchaser shall enjoy the said Residential Premises and its possession as absolute and exclusive ownership thereof without any disturbance and obstructions form the vendor or his legal heirs, or anybody claiming through him.
- **6)** The agreement shall be binding and enforceable on the Vendor and Purchaser and their respective legal heirs, and anybody claiming through them.
- 7) The Vendor hereby also declares that the Purchaser of this Agreement of Sale is entitled to have their name mutated as owner

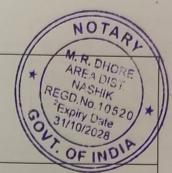


of the said Residential Premises and as aforesaid and further the Vendor will do every such assurance or thing, as may be required for further or more perfectly assuring the property sold to the Purchaser as may be vendor required after the final conveyance after paying full consideration to the Vendor.

- Affidavits and Instruments for transferring the name of Purchaser on record of Nashik Municipal Corporation and Maharashtra State Electricity Board etc. and Water Meter, etc. or in front of any other necessary Authority and further the Purchaser assures that he shall sign every document and instrument for forming the co-operative society or apartment association when and where required.
- Possession peacefully toady and quietly enter upon hold, occupy, possess, and enjoy exclusively the said premises and also shall not any work which would jeopardize the Soundness or safety of the property or which will cause nuisance for the use and occupation of the said unit for Residential Premises or the act which will reduce the value or impair any easement available to the said property.
- **10)** All the expenses like stamp duty, registration charges, legal fees and such other miscellaneous expenses for this Agreement of Sale and for the final conveyance shall be borne and paid by the Purchaser exclusively.

### SCHEDULE - A

Description of Total Land



All the piece and parcel of land bearing Plot No 13 Adm Area 278.81 Sq. Mtrs out of Survey No 230/A,B,C,D/1 situated at Mauje Ambad situated within the limits of Nashik Municipal Corporation, Nashik Tal & Dist Nashik, bounded as follows:

East	Plot No 14
West	Plot Non 12
South	Colony Road
North	Gat No 228 & 229

# **Description of Flat Property:**

All the Piece and parcel of the Constructed premises of **Flat No 04 having Built-up** Adm Area 49.70 Sq. Mtrs **on First floor** in the building named "**Mangalmurti Apartment B**" and which is bounded as under: -

East	Flat No 03
West	Open Space of Building
South	Open Space of Building
North	Stair case of building

Together with all, fittings, fixtures, Electric connections, water and Electricity Meters, parking, common areas stair-cases, and such other things as part and parcel of the property whether specifically described or not, but forming the part of the property together with easements of every description whatsoever and such other rights, interest and title necessary for effective peaceful enjoyment of the property.

