

Name of Village	Aswali
Plot No.	
Layout Plan No.	
Gat No.	402
Govt. Valuation Rs.	0.00/-
Consideration Rs.	0.00/-
Stamp Duty Rs.	0.00/-
Registration Fees Rs.	0.00/-
Ready Recknor No.	2



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE OF PLOT IS MADE AND EXECUTED AT KHANDALA ON THIS _____ DAY OF _____ IN THE YEAR 2017.

B E T W E E N

Landmark Properties

A Registered Partnership Firm

Constituted under Indian Partnership Act, 1932

Having its registered office at – E 501, Marvel Diva, Hadapsar Kharadi Road,
Next to Seasons Mall, Hadapsar, Pune 411028.

PAN No : - AAEFL 7111 K

Through its Authorized Partners

- 1. Mr. Rupesh Vilas Chavan**
Age - 33, Occ. – Agri / Business,
R/o – As above.
- 2. Mr. Jyotiprasad Vilas Chavan**
Age – 31, Occ. – Agri / Business,
R/o – As above.

Hereinafter collectively called as “**THE OWNERS**” (which expression shall unless it is repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators)

.....PARTY OF THE FIRST PART

A N D

1. **Mr.** _____
Age – _____, Occ. – Service
PAN No :- _____
Residing at :- _____.

Hereinafter called as “**The said Purchaser/s**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators) of the Other Part;

.....**PARTY OF THE SECOND PART**

WHEREAS the said land was owned in and possessed by Vithu Sayamaji Chavan who died on 18/01/1969 leaving behind his legal heirs Sundarabai Vithoba Chavan, sons namely Ramchandra Vithoba Chavan, Bhimrao Vithoba Chavan, Laxman Vithoba Chavan, daughters namely Anandibai Maruti Dhamal Shantabai Vasantao Dhamal, Kashibai Vithoba Chavan and Muktabai Vithoba Chavan. The name of the legal heirs was recorded in 7/12 extract by and through M.E. No. 4115 of which the name of Ramchandra Vithoba Chavan was recorded as Karta/Manager of the united family.

AND WHEREAS the Gat Scheme was implemented by District Land Record to the said village by which the old S. Nos. 128/1, 138/1, 138/2A, 108/2, 138/2B /2 were amalgamated into Gat No. 402 on 31/03/1975.

AND WHEREAS by the order of Tahsildar Khandala vide No. RTS / Kavi / 2483 Khandala dtd. 19/11/1993, Rehabilitation GR was introduced/implemented for Nira Deodhar Project under Maharashtra Rehabilitation of project displaced persons Act under S.12, by which any transfer/partition was banned. The said charge has been recorded by M. E. No. 1153.

AND WHEREAS the said land falls under Dhom Balkawadi Project. Again as per Govt. Gazette of Dept. of Revenue and forest, Maharashtra State vide RPA 3596 dtd. 13/11/1996, transfer/alienation/partition without permission of collector Satara was banned under the said GR which was recorded by M. E. No. 1326.

AND WHEREAS the ban on transfer/alienation of the lands of village U/s. 12 falling under Nera Deodhar Project was withdrawn by the order of Collector, Satara vide order No. Pu/Nira Deodhar/666 dtd. 05/11/1997 and along with letter from Tahsildar, Khandala vide No. RTS / Kavi / 1542 dtd. 05/11/1997. Hence remarks recorded in other columns of the said property was deleted by M.E. No. 1327.

AND WHEREAS an area of 0 H 12 Are was acquired for Dhom Balkawadi Minor No.10 Project of the said property, which was recorded by M.E. No. 2100 in other rights column.

AND WHEREAS one of the owner of the property Laxman Vithoba Chavan was died on 16/03/1995 leaving behind legal heirs son namely Shivraj, daughter namely Sukhada, widow Savita. Hence the name of the legal heirs of the property was entered into 7/12 extract by M.E. No. 2359.

AND WHEREAS one of the owner of the property Smt Sundarabai Vithoba Chavan was died on 22/08/1998 leaving behind her legal heirs 1. Ramchandra Vithoba Chavan, 2.deceased son Bhimrao Vithoba Chavan through his legal heirs namely Shakuntala, Ananta, Shrikant and married daughter Pallavi Bhosale and Sangita Bhosale, 3. Deceased son Laxman Vithoba Chavan through his legal heirs namely Savita Laxman Chavan, son Shivraj Laxman Chavan and daughter Sukhada Laxman Chavan, and married daughters 4. Anusaya Maruti Dhamal, 5.Shantabai Vasant Dhamal, 6.Alaka Raghunath Kondhe and 6.Pramila Dnyaneshwar Bhosale. But the name of Ramchandra Vithoba Chavan was recorded as Karta / Manager of the family by M.E. No. 2385.

AND WHERAS co-owners Ramchandra Vithoba Chavan and others made partition of their ancestral properties including this property by way of Partition Deed registered at the office of Sub-Registrar, Khandala vide Doc. No. 4488/2013 duly registered on 05/12/2013. By virtue of the said partition deed, the co-owner namely Shivraj Laxman Chavan, Savita Laxman Chavan and Sukhada Laxman Chavan got the share of 02 H 48 Are in the said property. The name of the said co-owners were recorded by M.E. No. 2437 for their share.

AND WHEREAS the co-owners Shivraj Laxman Chavan, Savita Laxman Chavan and Sukhada Laxman Chavan, made application for transfer/alienation of the said property to Tahsildar, Khandala. As the total holding of the co-owners does not exceed the slab, Hon. Tahsildar Khandala granted Transfer/Alienation permission under S.12 of Maharashtra Rehabilitation of Project Affected persons Act, vide order No. Punarv/Nide/Dhob/SR 869/2014 Khandala dtd. 03/09/2014.

AND WHEREAS the present land owner entered into Agreement to Sale with Possession for the area of 0 H 96 Are with the then land owners Shivraj Laxman Chavan, Savita Laxman Chavan and Sukhada Laxman Chavan. The said agreement to sale along with Irrevocable Power of

Attorney was registered at the office Sub-Registrar Khandala vide Doc. No. 3870/2014 and Doc. No. 3871/2014 on 17/11/2014.

In the meanwhile the then land owners made application, for conversion of use of agriculture land into non-agricultural, to the office of Sub-Divisional Office, Wai Sub-Division, Wai. On compliance of necessary documents submitted, Hon. Sub-Divisional Office, Wai Sub-Division, Wai, granted Residential Non-Agricultural Permission vide Order No. Binsheti/SR/171/2014 Wai dtd. 03/03/2015.

On the basis of duly registered agreement to sale and Irrevocable Power of Attorney, the sale of the said property was completed by the present owner, thereby fulfilling all terms and conditions mentioned therein and paying the balance amount to the then owner. The said Sale Deed was duly executed and registered the office of Sub-Registrar, Khandala on 17/04/2015 vide Doc. No.1099/2015. The name of the present purchaser i.e. the present owner was entered into 7/12 extract of the said property vide M.E. No.2546.

AND WHEREAS the said owners appointed their architect and by prepared layout of the said property and divided the said property into several plots providing for common internal roads, areas of common use, amenity space and open space. The said layout of the said property has been approved by the Town Planning authority for the locality and the Town Planning Authority, Satara, as per the Order passed by the Sub-Divisional Officer, Wai, bearing No. Binsheti/SR/171/2014 Wai dtd. 03/03/2015. The effect of the said NA order has been taken in other rights column vide Mutation Entry No. _____ after certification of the said mutation entry by the Circle Officer of Khandala, Tal-Khandala, Dist. Satara. A copy of the said Order & Layout are annexed hereto.

AND WHEREAS by virtue of the registered sale deed, NA order and sanctioned Layout Plan the owner has got all rights to sell the plots out of the said Lay out to the prospective purchasers. The owner has every right to sellout the plots to the proposed purchasers by developing the said Property and by providing certain amenities and facilities, which are more particularly mentioned herein below.

AND WHEREAS the basic purpose of the entire project is to provide legal, clear titled and without encumbrance property to the genuine buyer so as to facilitate him to construct residential bungalows / row houses at his own cost.

AND WHEREAS the Owner/s has named the entire housing project as “**FORTUNE PARRK**” for its locality and identification. (Hereinafter referred to as “**The Said Project**”).

AND WHEREAS the purchasers herein came to know about the scheme and enquired about price of the plot out of the said Lay out, which is reasonable & best in the market and therefore having being satisfied with the price, agreed & offered to purchase one **Plot No. ___ adm. _____ Sq mtrs. i.e. _____ sq. fts.** and which is more particularly described in the Schedule-II hereunder written & hereinafter referred to as the said Plot.

AND WHEREAS the Purchasers requested to the owner/s and the owner/s have furnished all title documents for the inspection to the Purchasers in respect of the said Project. The Owner/s further requested the Purchaser to carry out his independent search by appointing his/her/their own Advocate, which the purchaser has done and the Purchasers having being satisfied themselves about the marketable title of the Project and buildability of the bungalow / row houses and / or any kind of house, the Purchaser agreed to purchase the said Plot for the price of **Rs. _____/- (Rupees _____Only).** inclusive of Infrastructural Cost.

AND WHEREAS in pursuant with the above said agreed consideration by the Purchasers, it has been agreed that, the Owner/s shall sell, transfer, convey, assign, the said Plot to the Purchaser and the Purchasers herein shall purchase, acquire from the Owner/s, the said **Plot No. _____** admeasuring **_____ Sq. Mtrs. i.e. _____ Sq. fts.,** in the project known as “**FORTUNE PARK**” out of the Lay out No **__** of **Gat No. 402,** situated at **Village- Aswali, Tal- Khandala, Dist- Satara,** at and for the total agreed consideration of **Rs. _____/- (Rupees _____Only).** on the terms and conditions mentioned herein below.

NOW THIS AGREEMENT FOR SALE WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS.....

1. Agreement to Sale :-

- I. In view of the discussions and negotiations taken place between the Owner/s and the Purchaser for purchase of the Said Plot and essential terms and conditions in this regard have been finalized, which the Parties are recording hereunder.
- II. Pursuant to such discussions and negotiations, the Owner/s has agreed to sale and the Purchaser has agreed to purchase from the Owner/s Said Plot on the consideration stated hereinafter. The Owner/s shall sell and the purchaser shall purchase the said plot

at the price stated hereinafter on as is where is basis but subject to the following conditions mentioned. **The said price is exclusive of the cost of development of the said plot which will be actually incurred by the Owners.**

- III. Relying on the representations made by the Owner/s herein under, the Purchaser has agreed to purchase unencumbrance, free of charges and/or claims, the **Plot No. _____** admeasuring _____ **Sq. Mtrs. i.e. _____ Sq. fts.**, in the project known as **“FORTUNE PARKK”** out of the Lay out No _____ of **Gat No. 402**, situated at Village-Aswali, Tal-Khandala, Dist-Satara, (the Plot is more particularly described in the **Schedule II** hereunder and herein after referred to as **“the said Plot”**) for the total consideration of **Rs. _____/- (Rupees _____ Only).**

2. Price / Consideration and its payment schedule.

- I. The Purchaser has agreed to pay the total consideration amount to the Owner/s in the name of **“ Landmark Properties”, Account No. 104100104281940** excluding stamp duty and other incidental expenses.
- II. After negotiations and discussions between the Purchaser and Owner/s, the Purchaser agreed to purchase the said Plot for full and final consideration amount of **Rs. _____/- (Rupees _____ Only).** in the following manner;

Rs. _____/- **Paid by the Purchaser to the Owner/s through Cheque**
No. _____ dated _____ drawn on _____ ,
_____ Branch Pune,

Rs. _____/- **Paid by the Purchaser to the Owner/s through Cheque**
No. _____ dated _____ drawn on _____ ,
_____ Branch Pune,

Rs. _____/- **Paid by the Purchaser to the Owner/s through Cheque**
No. _____ dated _____ drawn on _____ ,
_____ Branch Pune,

Rs. _____/- **Paid by the Purchaser to the Owner/s through Cheque**
No. _____ dated _____ drawn on _____ ,
_____ Branch Pune,

Rs. _____/- (Rupees _____ Only)

The Purchaser has agreed and undertakes that requisite amount towards Vat & Service Tax & any other Government Levied Tax is to be paid by him separately.

- III. The Owner/s accepts and acknowledges the amount paid by the Purchaser as mentioned herein above. An amount of Rs. _____/- (Rupees _____ Only) has been paid by the purchaser to the Owners and Owner/s on the execution of this agreement have accepted it as part consideration and the balance consideration amount of Rs. _____/- (Rupees _____ Only) will be paid by the Purchaser by monthly installments each of Rs. _____/- thereby to pay entire balance payment within ____ months from the date of execution of this Agreement as decided between the parties.
- IV. It is hereby agreed that the time for payment as specified above is the essence of the contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/have committed deliberate breach of this Agreement and the Owner/s shall be at liberty and be entitled to take such action as he/she/they is/are entitled to take in case of breach of this Agreement and also to terminate this Agreement. The Purchaser herein shall pay the aforesaid amount on due date or within seven days from the Owner/s giving the written intimation to the Purchaser calling upon the Purchaser to make the payment. Payment in time is the essence of the contract. The Purchaser agrees to pay to the Owner/s interest at 18% per annum on all the amounts which become due and payable by the purchasers to the Owner/s under the terms of this agreement from the date the said amount is payable by the purchaser till date of actual payment thereof. The Owner shall initiate the procedure of termination of the agreement on failure in 3 subsequent installments. The charges for cheque bounce or ECS declination shall be borne minimum of Rs. _____/- or as applicable + service tax along with penal interest.
- V. The possession of the said Plot shall be handed over, only on payment of full and final payment of the consideration amount and all other charges levied by the Owner/s in due course of time. Unless the above said amount is paid fully, Deed of Conveyance / Sale Deed of the said plot shall not executed by the Owner/s to the purchaser.
- VI. It is specifically agreed between the parties that, the Owner/s shall be at sole desertion in deciding the price of the consideration of the each and every plot. Further, the

consideration and other charges to be paid by the Purchaser against the said plot are mutually decided by the parties. It is also understood by the Purchaser that the amounts defined / decided by the parties cannot be identical to other transactions of the schemes, therefore the Purchaser shall not have any right to discuss any factors in respect of rates, plot price, infrastructural amount (if any) of other plots. The Purchaser is restricted to ask, demand, claim, inquiry about any financial transaction in respect of the other plots in the entire scheme.

- VII. It is agreed by and between the parties that, time is essence of contract. It is further agreed between the parties to this agreement that if the purchaser fails to pay the balance amount of consideration in stipulated time; the Owner/s shall exercise their rights as mentioned in **Clause 16** herein below.

3. The Said Owner/s Representations, Covenants and Assurances-

- I. The Owner/s is having exclusive rights and powers to develop the said Property and sell out the plots out of the said Lay Out to the genuine prospective Purchaser and no other person has any right, title or interest on and over thereof.
- II. The said Property is free from all claims, demands, encumbrances, possessory rights (permissive or adverse), mortgages, charges, liens, attachments, lis pendens, uses, easements, trusts, prohibitions, court proceedings either in execution or pending, revenue recovery proceedings, wealth tax, Income tax dues, Income tax attachment, Financial Institution charges, claims and liabilities whatsoever or howsoever made or suffered by the Said Property or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through under or in trust for the Said Owners.
- III. The said Owner/s is in vacant and peaceful possession of the said Plot.
- IV. The said Owner/s have not any time done or executed or knowingly suffered or been party or privy to any act, deed, matter, or thing whereby the said Plot hereby assigned/transferred or any part thereof can or may be impeached, encumbered or affected in title.
- V. The said Owner/s have fully complied with all the applicable local laws in respect of the said Plot and the sale/transfer/conveyance of the said Plot to the Purchasers is not in violation of any laws including but not limited to local and other laws.

- VI. The said Owner/s have not received any notice from any local authority or government body for acquisition or requisition and hereby declare that the said Plot is not affected by any scheme of the Government or Statutory Body.
- VII. No part or portion of the said Plot has been notified or planned for any development scheme of the Government or any Statutory Body and/or vested in the State by operation of law.
- VIII. No part or portion of the said Plot is affected by any pending proceeding, civil, criminal or revenue and thus the said Plot/Property is free from any kind of litigation.

The Said Owner/s is fully aware of the fact that based on and relying upon their above representations, the Purchasers have purchased the said Plot.

4. Title of the said land.

The Owner/s hereby declares that the said Plot to be transferred through this Agreement to Sale / Sale Deed is free from all claims, demands, encumbrances, possessory rights (permissive or adverse), mortgages, charges, liens, attachments, lis pendens, uses, easements, trusts, prohibitions, court proceedings either in execution or pending, revenue recovery proceedings, wealth tax, Income tax dues, Income tax attachment, Financial Institution charges, claims and liabilities whatsoever or howsoever made or suffered by the said Plot or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through under or in trust for the owners or the owners Predecessors-in-title.

5. Project amenities and other facilities.

The Owner/s under the project named as "**FORTUNE PARK**", is providing following amenities and facilities;

- I. The Project has been named as "**FORTUNE PARK**" for its locality and identity.
- II. The Owner/s shall provide separate 7/12 extract for each plot after completion of sale transaction & sale deed.
- III. The Owner/s shall provide internal tar/WBM roads to the project.
- IV. The Owner/s shall provide independent fencing along with entrance gate and name plate to each plot.

- V. The Owner/s shall make provision for water and electricity to the project.
- VI. The Owner/s shall construct Main Entrance Gate to the project.
- VII. The Owner/s shall make tree plantation to the project.

6. Society formation and registration.

The parties to the agreement are free to establish a society and its registration after completion of sale transaction between the parties, with consent of all other plot purchasers at that time. In that case, the party of the third part shall make expenses for such formation of society of their share. Then the purchaser along with all the other plot purchasers in the said project shall join in forming and registering a Co-operative Housing Society. The name of the Society will be decided by the said Owner/s only and which will be approved by the registrar of Co-operative Societies. For the above said purpose the purchasers agrees herein from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration for the society and for becoming member, including the bye-laws of the proposed society. The Purchasers have to sign all the forms, application etc. and thereafter return the same to the Owner/s so as to submit the same for purpose of registration of the organization of plot purchasers as per the rule and regulations of Co-operative societies Act.

7. Delivery of the possession and separate 7/12 Extracts.

- I. The said Owner/s shall hand over peaceful and vacant Legal (DE JURE) possession of the said Plot to the Purchasers on execution of the Sale Deed. The Virtual / Physical (DE FACTO) possession of the said Plot shall be handed over by The Owner/s to the Purchasers as soon as the necessary development work is carried out and completed by the Owner/s, of which the Owner/s will inform the purchaser for the same. For the purpose of handing over such actual physical possession of the said Plot to the Purchaser the Owner/s shall issue separate possession letter /receipt.
- II. The said Owner/s hereby agrees to register and mutate the name of the Purchasers on the 7/12 extract for the said Plot immediately upon completion of this sale deed, without any additional cost.

8. Care of the property and maintenance.

During the pendency of formation and registration of society of plot purchasers, the care of the property will be taken by the said Owner/s. And for the said reason the said Owner/s hereby allowed to incur maintenance charges from the Plot Purchasers until the formation and registration of society of plot purchaser thereof and the charges for the same will be levied by the Owner/s for such expenses and maintenance. Even if the society is not formed over the period of time, the owner is hereby free to collect maintenance from the purchaser for the betterment of project and entitled to enhance as and when necessary for the care and utilities used of the project for smooth function.

9. Execution of Deed of conveyance.

On making entire payment as mentioned in this agreement the Owner/s shall execute a Deed of conveyance in favor of the Purchaser and all the costs of and incidental to such deed including stamp duty and registration charges will be born and paid by the purchaser only.

10. Outgoings

All other taxes, penalties, surcharge, outgoings, liabilities and levies on or relating to the said Plot till the actual date of handing over of the Legal (DE JURE) Possession, whether as yet demanded or not, shall be borne, paid and discharged by the Owner/s. And all other taxes, penalties, surcharge, outgoings, liabilities and levies on or relating to said Plot from the said Possession Date, whether as yet demanded or not, shall be borne, paid and discharged by the Purchasers.

11. Notice of Repairs, Reservations, Acquisitions.

The Owner/s has declared that the said property is not subject to any acquisition or requisition and no notice has been received by the Owners/Owner/s.

12. Jurisdiction and Laws applicable to this Present Agreement.

ARBITRATION: The dispute, claim or controversy between the Parties relating to this Deed shall be referred to a sole arbitrator mutually appointed by the Parties, The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Pune. The proceedings of the arbitration shall be conducted in English language.

13. Consent or permission for Finance from Financial Institution/Banks

Any consent, permission or no objection from the Owner/s shall be provided to the Purchasers as and when required by the Purchasers for the purpose of raising funds by way of banking or financial institute's loans to purchase the said plot and for carrying out construction on the said Plot, as and when required.

14. Contract and agreements.

The Purchaser's rights are restricted to the said plot in all sense. The deals, transactions and contracts between the said Owners and the Owner/s are not within the purview of the Purchaser. All decisions, actions and acts between the said Owners and the Owner/s in respect of the said Project are binding upon the Purchasers. The Purchasers has no right to make any interference in it.

The Purchaser has agreed to follow all rules and regulations as and when framed by the Owner/s in due course of time in respect of the "FORTUNE PARK" Project.

15. Transfer/Assignment/Conveyance of the rights and interests of this agreement.

- I. Till the completion of entire transaction i.e. execution of Sale Deed, the Purchaser has no right to transfer, assign, and convey any right under this agreement to any third parties without the permission of the Owner/Owner/s.
- II. On execution of Sale Deed, the Purchasers shall have all / every right and authority to transfer, assign, convey the said Plot and all their rights, title and interest in the said Plot to anybody else.
- III. In case where the plot purchasers society was formed at that time the purchasers will be required to take no objection certificate from the society thereof.

16. Consequences of Breach by Purchaser.

By any reason what so ever in nature, If the Purchaser failed to perform his part of agreement by not paying balance consideration amount in stipulated time, the Owner/s shall have right to do following actions.....

- I. The Owner/s shall have an exclusive right to terminate this agreement for sale by giving 15 days written notice (It includes any form of Communication i.e. E - Mail, Registered post Letter, Mobile Phone.) to the Purchaser. In case of the termination of the agreement by the Owner/s, the Owner/s shall be at liberty to repay the amount to the

Purchaser entire amount paid by him, by forfeiting an amount of @ 20%. The Purchaser shall be entitled to receive the said amount back only if the Purchaser make him available for the registration of Cancellation Deed. The said amount shall be refunded to the purchaser the installments of sale price of the plot premises which may till then have been paid by the purchaser to the owner but the owner shall not be liable to pay to the purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the owner. The purchaser agrees that on sending of the said amount of refund by cheque by the Owner to the purchaser at the address given by the purchaser in full whether the purchaser encash the cheque or not.

- II. In such case on upon several request made from the Owner/s the Purchaser willfully not attain the registration of Cancellation deed at that time the Owner/s have right to make the cancellation of the present agreement by registering a Deed of Declaration i.e. Cancellation through Deed of Declaration. The purchaser shall be liable to get back his money paid only after the owner/s have booked the same plot with any third party and allotment of the said plot to the third party. Thereon, the money deposited by such third party with the Owner/s will be refunded to the Purchaser/executor of this Agreement to Sale.
- III. On termination of the Agreement / transaction of the Purchaser by any way, the Owner/s has right to resale the said plot any third party or new / proposed purchaser.
- IV. The owner shall in respect of any amount remaining unpaid by the purchaser under the terms and conditions of this agreement shall have first charge and lien on the said premises agreed to be acquired by the purchaser that he shall not sell, transfer, mortgage or assign their plot or their interest or the benefit of this agreement and or part with the same until they have paid entire consideration under this agreement.

17. Construction on the Plot –

The purchaser of the said plot has been provided with proto-type pre sanctioned bungalow plan, which will enable the purchaser to construct bungalow with minimum requirement to govt. offices. The purchaser is herein under obligation and binds himself to construct the bungalow from the owner or shall give first preference to the owner to construct a bungalow. The owner hereinabove mentioned have ensured a construction of bungalow with minimum cost, compatible to market rates.

18. Covenants.

The sale shall be completed, by way of the Owner/s executing and registering the conveyance of the Said Plot in favor of the Purchaser and any other obligations that may have specifically stated herein.

17. Stamp duty and Registrations.

The stamp-duty, registration charges, legal fees, all other misc. expenses and incidentals payable on these presents of shall be borne and has been paid by the Purchasers alone Owner/s apart from the entire consideration amount.

18. Investor's Clause –

The Purchaser has agreed for the investor clause and hence the benefit under Article 5-g-a-2 of the Bombay Stamp Act, 1958 is applicable upon Sale of the said plot within the statutory period for the Stamp Duty paid on this Deed.

THE SCHEDULE - I

ABOVE REFERRED TO

- A. ALL THAT** piece and parcel of land bearing **Gat No.402**, admeasuring **0 H 96 Are i.e. 9600 Sq. Mtrs. of sanctioned Residential Layout** out of total land admeasuring **02 H 36 Are + Pot Kharaba 0 H 58 Are**, assessed at Rs. 4 – 77 Paise, situated at revenue village **Aswali**, Taluka Khandala, Dist- Satara within the Registration Sub-district of Khandala, District - Satara and bounded as follows:

Boundaries of 0 H 61 Are of North side

- On or towards North : Aswali-Kesurdi Road.
On or towards South : Remaining area of Gat No. 402.
On or towards East : Remaining area of Gat No. 402.
On or towards West : Gat No. 365.

Boundaries of 0 H 35 Are of South side

- On or towards North : Aswali-Kesurdi Road.
On or towards South : Gat No. 401/3.
On or towards East : Aswali-Kesurdi Road.
On or towards West : Remaining area of Gat No. 402.

THE SCHEDULE- II
(DESCRIPTION OF THE SAID PLOT)

All that piece and parcel of **Plot No. ____** admeasuring _____ **Sq. Mtrs. i.e.**
_____ **Sq. fts., Out Of Layout No. ____** in the project known as **“FORTUNE PARK”**
situated on the land bearing **Gat No. 402** (as described in the **Schedule I** hereinabove)
situated at revenue village Aswali, Taluka Khandala, Dist- Satara within the Registration
Sub-district of **Khandala**, District - Satara and bounded as follows:

On or towards North : _____.

On or towards South : _____.

On or towards East : _____.

On or towards West : _____.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS AND A
DUPLICATE HEREOF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.**

SIGNED AND DELIVERED BY THE
Within named OWNER/S

Landmark Properties
A Registered Partnership Firm
Through its Authorized Partners

1. **Mr. Rupesh Vilas Chavan** -----

2. **Mr. Jyotiprasad Vilas Chavan** -----

The Party of First Part

THE OWNER/S

SIGNED AND DELIVERED BY THE

Within named PURCHASER/S

1. Mr. _____.

THE PURCHASER/S

In the presence of

1. Sign :.....
Name :.....
Address :.....

2. Sign :.....
Name :.....
Address :.....