AGREEMENT TO SALE

(As Per provision of Apartment Ownership Act, 1970)

Zone No. :- 9.2 **Plot Rate :- Rs. 5000 per Sq. Mtr.**

RCC Construction :- Rs.13500per Sq. Mtr. **Real Valuation :-Rs. 00,00,000/-**

Stamp Duty :- Rs. 00,000/- **Registration Fee :- Rs. 00,000/-**

By the D.D. No. _____ **Bank Name :- _____**

This **Agreement of Sale** of **Flat No. 07(as per permission) (3BHK) on Third Floor Admn. 103.225 Sq. Mtrs. Built up area and 86.85 Sq. Mtrs. carpet area in Building 'SUKHKARTA TOWERS "A" WING ' OF M/S. Sukhkarta builders and developers** situated on **Gut No. 441, Plot No. 28, in Yelgaon , Chikhli Road, Buldana**, is made and executed on **01 day of April 2021** at Buldana

BETWEEN
SUKHAKARTA BUILDERS AND DEVELOPERS,
(A registered Partnership Firm, registered under the Indian Partnership Act)
PAN NO.:- **ADEFS3607E**

Through its Partner's,

1) **Sau. Urmila Ashvin Satpute,**
Aged 34 years, Occu: Housewife,
R/o. Itape Layout,Chikhli Road,Buldana.
PAN NO.:- **DAYPS9629J** **Mobile 9822227960**
Aadhaar No - 224480449731

2) **Gopal Pandurang Pandit,**
Aged 38 years, Occu: Business,
R/o. Laxmi Nagar, ,Buldana.
PAN NO.:- **AQUPP3117B** **Mobile 9422180956**
Aadhaar No - 437403076838

Hereinafter called as VENDOR / BUILDER /OWNER (which expression shall mean, include all their heirs, successors, representatives, executors, administrators & assignees etc.)

AND

Mr. xyz
Age: 56 Yrs, Occu: Govt.service
R/o.Rautwadi , Chikhli Dist.-Buldana.
PAN NO. –
Aadhaar No

Hereinafter called as the **"Purchaser/Vendee"**, (which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS, as **Shri Sanjay Uttamchand Bothara,** approached to the Grantor & Developer for sale of the above Plot. After negotiations between the **Shri Sanjay Uttamchand Bothara** and Grantor & Developer, the said plot was decided to sell to

Grantor & Developer. Thereafter the proposal was submitted to the Deputy Registrar, Taluka Buldana for permission to sell the above land, The Deputy Registrar Taluka Buldana, pleased to grant the permission

AND WHEREAS, after granting the permission, **Shri Sanjay Uttamchand Bothara,** executed a Sale Deed in favor of Developers/Grantors, **registered at Sr. No.2792/2018in the Office of Sub- Registrar, Buldana on 21/05/2018**

AND WHEREAS, on the basis of the above said registered sale deed, **SUKHAKARTA BUILDERS AND DEVELOPERS,** a Registered Partnership Firm, through its Partners **Sau. Urmila Ashvin Satpute**, applied to the Revenue Officer, Buldana, to carry out the Mutation of it's name in the 7/12 extract of the **Plot No. 28 , Gut No.441** of village **Yelgaon, Tq. Dis. Buldana** and accordingly, the name of Developers/Grantors, mutated **vide Mutation Entry No.** 15299

AND WHEREAS, the above said land is being within the limits of Yelgaon Grampanchayat, the Grantor & Developer have paid the Properly Taxes on 2020-21, vide different receipts.

AND WHEREAS the Grantor has got approved the building Layout Plans from the **SDO Buldana and dy. Director of Town planning ,Buldana** under Commencement Certificate No. **24/2020, dated 04/03/2021** and offered to grant FSI rights to the extent of **901.25 Sq.Mtrs**. The Grantor reserves Right to obtain further revised construction permission as may be deemed fit by Grantor.

AND WHERAS the Grantor has decided to construct over the land described above buildings known as **Sukhkarta Towers** for Residential Purpose and are all capable of

individual utilization on account of having their own exit to a common area and facility of the respective building and the tenement/unit will be sold to one or more owner/s. Each tenement/unit constituting a heritable and transferable rights in immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as "Family Unit" for residential flats and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in Deed of Declaration, necessary for their adequate use and enjoyment and hereinafter referred to as a "general and/or restricted common areas and facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the building to be constructed on the said property is submitted to the provision of Maharashtra Apartment Ownership Act by executing the Deed of Declaration U/sec. 2-A of Maharashtra Apartment Ownership Act which is registered at **day book serial No2773 dated 01.04.2021** at sub-registrar at Buldana.

AND WHEREAS , the vendor has registered the project under the provision of **MAHARERA ACT 2017, The project registration no**

AND WHEREAS the purchaser has gone through all above referred documents, deed of declaration under section 2-A of of Maharashtra Apartment Ownership Act, 1970 and also other ownership title documents of the Owner/Builder and after being fully satisfied about the title and the plan approved by the **SDO Buldana and dy. Director of Town planning ,Buldana ,** requested the vendor / builder to sell **Flat No. 00 as per permission (3BHK) on Third Floor Admn. 103.225 Sq. Mtrs. Built up area and 86.85 Sq. Mtrs. carpet area sq. Mtrs. in Building 'SUKHKARTA TOWERS "A"**

WING ' which is specifically described in Schedule-"B" hereunder and the builder also agreed for the same on the following terms and conditions.

NOW THIS DEED OF AGREEMENT TO SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Vendor has agreed to sell the **Flat No. 00 as per permission (3BHK) on Third Floor Admn. Admn. 103.225 Sq. Mtrs. Built up area and 86.85 Sq. Mtrs. carpet area sq. Mtrs. 'SUKHKARTA TOWERS "A" WING '**, to the purchaser for the total consideration of Rs. **00,00,000/- (Rupees Laks Only)** out of which the purchaser has paid the amount of **Rs. 0,00,000 /- (Rupees Laks Only)** by Cash/ by Cheque to the Vendor as earnest money and the Vender hear by acknowledge the receipt of the same. The remaining amount of consideration will be paid by the purchaser to the Vendor as per the Schedule given herein below in this agreement. The payment schedule is:-

PAYMENT SCHEDULE :-

The flat purchaser hereby agrees to pay Builder the balance amount of purchase price in the following manner.

1) 25% :- Booking Amount
2) 22% :- 1 st Slab Casting
3) 20% :- 2 nd Slab Casting
4) 18% :- 3rd Slab Casting
5) 10% :- Brick work & Plastering
6) 03% :- Flooring & Finishing
7) 02% :- At the time of Possession

PAYMENT DETAILS :-

Sr. No.	Amount	Date	Cheq. No.	Bank
a.	0,00,000/-	00/00/00	00	
b.				
c.				
d.	00,00,000/-	Balance		Will be pay as per above schedule
Total	00,00,000/-			

2. That the time of payment of balance consideration amount shall be essence of contract. If the purchaser fails to pay the balance consideration amount on the stipulated

date as detailed herein above, he will have to pay the interest@ 3% per month or part thereof for every delayed payment.

Even by paying the interest, the maximum delay of three months will be condoned and thereafter the right of the purchaser to purchase the unit / flat will automatically stands cancelled without any further notice for the same and the builder/Vendor will be at liberty to sell/transfer the said unit/flat to anybody and in that event the purchaser will be entitled for the refund of only 15% amount paid by him up to that date to the builder/Vendor.

3. That any liability of whatsoever nature under Maharashtra value added tax (MVAT) and service tax etc., if any, arising out of sale transaction under this agreement of Flat unit levied by the Govt. in future, the same shall be paid by the purchaser as and when the same becomes payable.

4. That the construction of the buildings is in accordance with the approved plan of **SDO Buldana and dy. Director of Town planning ,Buldana** However, the Vender will be entitled to make any modification in the said plan as deemed necessary, just and proper for the construction of the building. Extra work, alteration made by the Vendor/builder, on the request of the purchaser will be charged separately and such extra charges should be paid by the Purchaser in advance before execution of such items.

5. That the purchaser will also have to pay all the expenses for installation of common transformer, individual electric meter etc. and shall also bear charges for common water connection of the Flat including therein the proportionate expenses of service line charges before the possession of the Flat under sale, in addition to the cost of the flat/unit.

6. That the Flat under sale will be governed by the provisions of Maharashtra Apartment Ownership Act. The Purchaser hereby declare that prior to execration of this agreement he has gone through the contents of Deed of Declaration duly registered at **day book serial no 2773/2021 dated 01.04.2021** and is acquainted with each and every terms of said Deed of Declaration. The Purchaser further undertake and declare

that he shall abide by all the terms and conditions of said Deed of Declaration and shall pay all of Declaration.

7. That for the maintenance structure of the**'SUKHKARTA TOWERS "A" WING '** Condominium, a provision for special corpus fund is incorporated in the deed of declaration of **'SUKHKARTA TOWERS "A" WING '** for making of society registration and for making of conveyance deed in favour of society and the money is also use for one year maintance of building. The maintance will start from the date of first flat possession. corpus fund amounting to **Rs. 30,000/-** (In words Thirty **Thousand** only) per Flat/unit . In future all unit holders shall be liable to make additional contribution towards corpus fund as and when decided by the**'SUKHKARTA TOWERS "A" WING '** Apartment Owners Maintenance Association.

8. The Purchaser shall not transfer assign or part with the interest or possession of the property under this agreement prior to execution of sale deed without the prior permission in writing from the Vendor / builder.

9. That on completion of the buildings, the purchaser shall be given intimation by the Vendor and within a week from the receipt of said intimation, the purchaser will have to pay all the dues and balance consideration amount of said flat/unit and to get the conveyance deed executed in his favor at his own cost and to obtain the possession of the said Flat. The address of the communication of the Vendor and the Purchaser is mentioned in the title clause. Even if the purchaser fails to obtain the possession of the Flat under sale by paying all dues of the builder, within a week of intimation, he will be liable to pay all the recurring charges of the Flat under sale, such as common charges of the Association, Municipal Taxes, monthly maintenance etc.

10. That the purchaser shall bear all the cost, expenses for execution and registration of this agreement of sale and deed of conveyance arising there from, including stamp duty, registration charges etc.

11. That on completion of the possession of the unit under sale to all money in this Deed. Flat the Vendor shall hand over the purchasers subject to realization of all money in this Deed.

12. That from the date of possession of the Flat the purchasers will be bound to pay all the Grampanchayat Yelgaon Taxes and other taxes attributable to the Flat purchased by him, whether assessed separately or jointly.

13. That the purchasers shall use the Flat or part thereof, or permit the same to be used only for the residential purpose. The purchasers shall us the parking spaces only for the purpose of parking.

14. That the purchasers will be also liable to bear and pay all service or sales tax, local taxes, water charges, and such other levies, if any, which are imposed by the concerned authorities.

15. That the purchasers shall not cause any structural changes in the Flat purchased by him at any time and in case any damage is caused to the buildings on account of negligence of default of the purchasers, the purchasers shall be liable for the consequences of the breach. But however, they will be at liberty to do interior decoration, furniture, fixtures, etc. as desired by them at their own cost but without demolishing the Flat or alteration of thereof, nor any alteration in the elevation & external colour scheme and in pursuance to the bye laws of the **'SUKHKARTA TOWERS "A" WING '** The purchasers shall keep the portions, sewers, drainage lines in the Flat and appurtenances thereto in good tenable repair condition.

16. The Agreement of Sale is executed under the jurisdiction of the Courts of Buldana (Maharashtra State) and any dispute arising out of this agreement will be interpreted and dealt within the Courts of Buldana (Maharashtra State) only.

SCHEDULE - A

Plot No. 28, Gut No. 441 Sundarkhed, Tq.Dist. Buldana, admeasuring 404.75. Sq. Mtrs., out of layout sanctioned in MRC.**81/ Yelgaon/ 02/2020-21 Decided on 20-11-2020** on the file of **SDO, Buldana** is bounded as under:-

Towards East	:-	Plot No – 27,26
Towards West	:-	Lay-out 15.00 m. wide Road
Towards North	:-	Gut no 440
Towards South	:-	Lay-out 9.00 m. wide Road

SCHEDULE - B

Flat No. 07 as per permission (3BHK) on Third Floor Admn. 103.225 Sq. Mtrs. Built up area and 86.85 Sq. Mtrs. carpet area in Building 'SUKHKARTA TOWERS "A" WING ' , which excludes the area of Boxes, , Parking, Terrace, etc., at **'SUKHKARTA TOWERS A WING '** forming part of **Plot No. 28, Gut No. 441,** Yelgaond, Tq.Dist. Buldana, admeasuring 404.75 Sq. Mtrs. of Village Yelgaon, with in Limits of Yelgaon Grampanchayat of Taluka & Dist. Buldana is bounded by:-

Towards East	:-	**Plot No – 26,27**
Towards West	:-	**Road 15.00 m. wide**
Towards North	:-	**Flat no - 00**
Towards South	:-	**Road 9.00 m. wide**

SCHEDULE – C

1	Structure	Standard R.C.C. Framed Structure
2	External Walls	9" External Brick Wall
3	Internal Walls	4" Brick Wall
4	Front Doors	Decorative Flush Door
5	Internal Doors	All other Door will be of R.C.C. Frames with flush door shutter
6	Windows	Aluminum Three Track window with M.S.Grill.
7	Flooring	Vitrified Tiles in Entire Flat
8	Kitchen Ota	Granite Ota with Steel Sink in Kitchen and Dado up to Lintel Level
9	Dado	7 ft. Glazed Tiles in Bathrooms & 3 ft. Glaze stiles in W/C
10	Electric	Concealed Wiring
11	Water	Common over Head Tank and underground water tank
12	Painting	External Emulsion Paint & Internal Walls in OBD Paint.
13	Plumbing	Internal Concealed Plumbing.

IN WITNESS WHEREOF THIS AGREEMENT TO SALE IS EXECUTED AT BULDANA ON THE DAY AND THE YEAR MENTIONED FIRST HEREINABOVE :-

SELLER/VENDOR

SUKHAKARTA BUILDERS AND DEVELOPERS

Through its partner

_____

(Sau. Urmila Ashvin Satpute)

_____

(Gopal Pandurang Pandit)

VENDEE/PURCHASER

_____

XYZ

WITNESSES :-

1. _____

Age:_____ years, Occu.: _____

2._____

Age:_____ years, Occu.: _____