URBAN AREA
AGREEMENT OF SALE RESIDENTIAL FLAT WITH UNDIVIDED SHARE OF LAND

Govt. Valuation Rs. _____

For Rs._____/-

Stamp Duty Rs._____/-

THIS AGREEMENT OF FLAT is executed on this ____ day of _____**, 2019** BY AND BETWEEN:-

Party No. 1 : **Mahajan Builders & Developers through Prop. Shri Manoj Prabhakar Mahajan, Pan No.AOOPM2255H**
Ag 38 Years, O/c. Civil Engineer,
Office add : Mayureshwar Heights , Bisen Layout , Madhav Nagar, Gaurakshan Road, Akola

(hereinafter called the "LAND OWNER / GRANTOR / BUILDER AND DEVELOPER", a term which by expression shall mean and include his heirs, successors, executors and assigns) of the FIRST PART;

AND

Party No. 2 : **Mr._____Pan :- _____**

Agedabout ____ years, O/c**. _____**

R/o……. Akola

(hereinafter referred as the "PURCHASER", which expression shall mean and include his/her heirs, legal representatives, successors, executors, assigns etc.) of the SECOND PART;

WHEREAS the party No.1 is the absolute owner of Layout Plot No.**31 & 32** F.S.No**. 58** of Mouje **Malkapur**, Tq. and Dist. Akola Within limits of Municipal Corporation Akola. The area of the said **Plot no. 31** is admeasuring **3254.00** sq. ft. i.e. **302.37** sq.mt.,& **Plot no.32** is admeasuring **3309.00** sq.ft. i.e. **307.50** sq.mt. and the said plot had been duly converted for residential purposes as per the order of the S.D.O. Akola in Rev. case No.**N.A.P.34/Malkapur/11/1981-1982** Date **22/10/1981**.

The above said plots are amalgamated as per the order of Taluka Magistrate Akola vide order No. **427/218** Date **23/03/2018** by which the said Plot no.**31 & 32** can be read **as 31/32**

WHEREAS the party no. 1 has purchased the above referred **Plot no.31**, the area admeasuring **3254.00** sq. ft. i.e. **302.37** sq. mt. as per Registered Sale Deed date **16/08/2017** bearing document No. **3134-2017** & **Plot no. 32,** the area admeasuring **3309.00** sq. ft. i.e. **307.50** sq.mt. as per Registered Sale Deed date.**16/08/2017** bearing document No. **3133-2017.**

WHEREAS the Party No. 1 has sponsored the apartment scheme on the said plot as per the provisions of Maharashtra Apartment ownership act and sanctioned the map from Municipal Corporation Akola as per letter **14/565/17-18** date **16/05/2018** with Auto DCR sanction no. **0150** and thereafter started the work of the construction.

WHEREAS according to that sanctioned plan the party no. 1 has sponsored the flat scheme under the name as **"SIDDHIVINAYAK RESIDENCY"** on the above referred Plot.

WHEREAS the Party No.1 has sponsored the flat scheme under the provisions of Maharashtra Apartment Ownership Act 1970 and the party no. 1 has also executed the deed of declaration bearing document no.**_____ dated _____.**

WHEREAS the party no. 2 has approached to the party No.1 for the booking of the flat in the said scheme and according to it the party no. 2 has verified all the title documents and the necessary sanction of the said scheme and after going through it confirm himself in that regard and booked the flat in the said scheme known as **"SIDDHIVINAYAK RESIDENCY"** at mouje Malkapur, tal & Dist Akola.

THIS INDENTURE NOW WITNESSES AS UNDER

1. The grantor has started the construction of the proposed scheme of the apartment in the name and style **"SIDDHIVINAYAK RESIDENCY"**, which is consisting of **19** flats. All the Flats/Apartments shall be capable of individual utilization by virtue of its exit being in the common area and facility, as laid down under the provisions of Maharashtra Apartment Ownership Act, 1970.

2. The Purchaser has selected to purchase one Flat at_____floor in the said scheme bearing Flat No. _____ admeasuring super built up area _____ sq.mt with Carpet area _____Sq mt. for the valuable consideration of the **Rs._____** together with proportionate undivided share of land and interest in the common areas and facilities as referred in detail in the Deed of Declaration. The amount of consideration of Flat to be paid by the Purchaser in the following mode and manner,

   i) Rs. _____/- At the time of Booking
   ii) Rs. _____/- At the time of First slab
   iii) Rs. _____/- At the time of Brick Work
   iv) Rs. _____/- At the time of Second slab
   v) Rs. _____/- At the time of Plastering
   vi) Rs. _____/- At the time of Third slab
   vii) Rs _____/- At the time of Fourth Slab
   viii) Rs _____/- At the time of Fifth slab
   ix) Rs. _____/- At the time of Sale Deed

   This amount of consideration does not include the amount or costs and deposit for electric meter, Municipal tap water connection, and installation charges thereon etc. This amount of consideration is fixed on the basis of the costs of the building construction as on the basis of costs of the building construction material as on this day. The 'Super built up area includes the proportionate area of stair case, landing.

3. The purchaser hereby agrees with the Vendor that he/she shall pay the amount of the above installments as per mode of payment referred above, and time will be the essence of contract. If for any reason, the purchaser could not able to pay the stipulated installment as agreed above, the grantor will have an option to terminate this agreement and in that event the initial amount of **Rs. _____/-** the amount paid by the purchaser, will be forfeited and purchaser will have no right to claim this amount from the Grantor.

4. Nothing contained in these presents shall be constructed to confer upon the purchaser any right, title or interest of any kind whatsoever into or over the said plot or building or any part thereon except the right given to him under this agreement.

5. The purchaser shall be entitled for the right of his claim assess to this Apartment/flat, agreed to be purchased through the common staircase provided in the building.

6. The purchaser along with the other occupants of the building shall be entitled to enjoy the water supply arrangements that will be provided by the Grantor. However, all the common expenses for the purpose of operation and maintenance of the water supply scheme shall be shared by the Purchaser, which shall be in proportion to the area of the Flat, agreed to be sold.

7. The purchaser shall have to obtain his own electrical Consumer Connection from the Maharashtra State Electricity Board and payment of any deposits/installation charges shall be the responsibility of the Purchaser.

8. Provided that the Grantor do not in any way affect or prejudice the right hereby granted in favors of the Purchaser in respect of the said Residential Flat, agreed to be purchased by the Purchaser.

9. The Purchaser shall not let, sublet, transfer, convey, mortgage, charge or in any way encumber or deal with his Apartment, nor assign or part with his interest or benefit under this Agreement, until all dues of whatsoever nature owing to the Grantor are fully paid or until such specific previous consent is obtained in writing from the Grantor.

10. The Purchaser will not be entitled to demand or to claim any partition of his share in the said plot or the said building of the Complex as allotted to him by the Grantor under the Agreement and his share shall always remain undivided and impartial. Also if the FSI revised for additional permission of construction is granted in future the party no. 1 is entitle to use the increase FSI by constructing shop/ flats on the terrace of the proposed apartment consequent share in land will be taken place which is agreed by party no. 2

11. The Grantor agreed to give the possession of the said Apartment/Flat to the Purchaser within Eleven months from the date of this Agreement or earlier subject to the availability of Cement, Steel, Water, for construction and other building material and subject to strike, Civil Commotions or any act of God and of any means beyond the control of the Grantor.

12. As soon as the building is ready for possession, the Grantor will inform in writing to the Purchaser, the date of execution of sale deed and it shall be the responsibility of the Grantor that on the date of execution of the sale deed, 'the Grantor will be execute the sale deed of the Apartment/Flat, as allotted to the purchaser and upon execution

of the sale deed of the said Apartment/flat, the Grantor shall handover the possession to the purchaser immediately after the execution of the sale deed. However, on the date of execution of the Sale Deed, the purchaser shall pay the amount remaining unpaid to the Grantor under the terms and conditions of this agreement.

13. If for any reason, any amount is found due towards the Purchaser under the terms ,and conditions of this Agreement or towards the Extra work, which the Grantor has carried as per the instructions of the Purchaser, the Grantor will has first lien and charge on the said premises agreed to be purchased by the Purchaser.

14. From the date of the said premises is notified as ready for possession, the purchaser shall has to contribute his share towards the Municipal Taxes, Maintenance Charges, other common expenses and outgoings. '

15. So long 'as the premises in the said Apartment/Flat and building are not separately assessed for Municipal taxes and water taxes, the Purchaser shall pay the proportionate share of his water tap and other Municipal taxes and other common expenses, outgoings on the whole building, on the basis of the area of the Apartment/Flat, agreed to be purchased by the Purchaser.

16. The Purchaser shall maintain at his cost the Apartment/Flat agreed to be purchased by him in good condition, state and order, in which it is delivered to him and shall abide by all the byelaws, rules and regulations of the Municipal Taxes and any other authorities and local bodies and shall attend, answer and be responsible for all the acts and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions of this agreement.

17. The Purchaser hereby agreed to pay all the amount payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of contract. The Grantor are not bound to give further notice requiring such payment and the failure thereof shall not be treated as excuse for non payment of any amount or amounts on the respective due dates .

18. The Purchaser hereby covenants with the Grantor to observe and perform the conditions contained in this Agreement and to keep them indemnified against the observance and performance of the said covenants and conditions except so far as the same ought to have been observed by the Grantor.

19. The purchaser shall not use the premises or permit the same to use for any purpose, which mayor is likely to cause nuisance or annoyance to the occupants of other

premises of the Building or to the owner or the occupants of the neighboring properties or for any illegal or immoral purposes.

20. The Purchaser shall not do or permit to be done any act or thing, which may be rendered void or voidable, any insurance of any premises in any part of the said building or cause any increased premium to be payable in respect thereof.

21. The stamp duty as well as registration fees of the present Deed of Agreement and the Deed of Sale of the Apartment/Flat shall be borne by the purchaser.

"SIDDHIVINAYAK RESIDENCY"

SALIENT FEATURES/SPECIFICATION OF CONSTRUCTION

SPECIFICATIONS OF CONSTRUCTION WORK

1. **CIVIL WORK** R.C.C. Frame, the building shall be .of RC.C. (1 :2:4) frame structure with R.C.C. floor slab, beams, columns cantilevered balconies, chajjas, pardi, Lintels etc. as per R.C.C. Details and designs prepared by qualified structural Engineers. All exposed surface of RC.C. work shall be properly hacked and cement plastered with sand faced plaster on external surfaces and neeru finished internally per the instructions of the Engineer.

2. **FOUNDATIONS** The foundation depth for columns shall be approved by the structural Engineer. Cement concrete in foundation shall be of 1:4:8 and 4" thick mass concrete as directed Excavations shall include removing loose boundaries, surface work, pumping out water etc. filling in sides watering ramming and throwing away or spreading surplus earth as directed.

3. **PLINTH** The plinth shall be filled up with good clean earth brought from outside if required and properly watered rammed and consolidated.

4. **PLINTH-HEIGHT** The height of the plinth shall be 2' from the final level of the .plot or the road abutting the plot.

5. **FLOOR HEIGHTS** The height of every floor shall be 10' from top of slab to top .of slab as per the drawings.

6. **EXTERNAL WALLS** Outer walls shall be of 4.5"/9" thick brick masonry with 1:6 cement mortar or 4"/6" thick hollow cement concrete block masonry. All external faces to be finished with sand faced cement plaster as shown in plans or instructed by the Architect

7. **INTERNAL WALLS** Internal walls shall be of 4.5" brick masonry or hollow cement concrete block masonry with 1:4 cement mortar and finished with average 3/4" thick cement plaster with neeru finish.

8. **FLOORING** All rooms passages and kitchen shall be paved with a 24"x24" vitrified ceramic tiles, flooring of all bathrooms shall be of anti-skid tiles.

9. **DADOS** a) All bathrooms shall have 10”x13” coloured glazed tiles upto 7’-0” height.

b) All W.C.S. shall have Dados same as above but up to 5’ height, with WC floor.

10. **DOORS** All doors shall non teak woods frame or concrete block doors frames and panel shall be flush type with kadi and one tower bolt on inside and alldrop from outside with handle.

11. **WINDOWS** Aluminum sliding windows with Karachi or diamond glass.

12. **KITCHEN** Built in platform 8' in length with green marble stone top with partition for gas cylinder. One S.S. sink with two taps will be provided.

13. **WATER SUPPLY** Overhead tanks with sufficient capacity, common electric pumps for water supply arrangements. Fresh water supply to kitchen direct from pump water line. Sanitary and Plumbing work shall be as per proper design. One wash basin, with piller tap in passage, bathroom will provided with one mixture cock One PVC shower, one tap from overhead tank for water supply W.C. shall be of Indian Type (20" Orisa Pan).

14. **ELECTRIFICATION** All electric points will be provided as follows.

Sr. No.	Rooms	Light Points	Fan Points	Plug Points	Power Points
1.	Living Room	3	1	2	-
2.	Bed Room	2	1	2	1
3.	Kitchen Room	2	1	2	1
4.	Bath Room	1	-	-	1
5.	W.C.	1	-	-	-
6.	Balcony	1	-	-	-
7.	Passage	1	-	-	-

15. **SEPTIC TANKS** Septic tank it drainage in the area is not existing as per design or required capacity shall be provided including main hole covered, vent pipes etc. and completed in all respect.

SCHEDULE OF THE PROPERTY

Layout Plot no. **31/32** F.S. No. **58** of Mouje Malkapur Tq. and Dist. Akola. Within Municipal Corporation Akola. The area of the said plot is admeasuring **6563** sq.ft. i.e. **609.00** sq.mt. and the boundaries of the said plot is as under.

Plot no.31/32

To the East	:	Layout Road
To the West	:	Service line
To the North	:	Plot no.33
To the South	:	Layout Road

THE SCHEDULE OF THE FLAT

All the RCC super structure comprising of Flat No. **_____** on **_____** Floor, having Super built up area **_____ sq.mt.** with carpet area **_____sq mt.** in the Apartment known as **"SIDDHIVINAYAK RESIDENCY"** consisting of one Drawing Room, _____ bed rooms, passage, kitchen, one W.C. bath and balconies measuring total super built up area of flat **_____ sq.mt.** along with proportionate undivided share of land_____ sq .mt. and which is bounded by :

To the East	:
To the West	:
To the North	:
To the South	:

In witness whereof the parties hereto have affixed their respective hands and sign this agreement at Akola on _____ day of **_____ 2019** in presence of witnesses.

Date :

Witness

1. _____

2. _____

1. _____

Mahajan Builders & Developers through Prop
Manoj Prabhakar Mahajan
(Party No.1)

2. _____

(Party No. 2)
(Flat Purchaser)