Zone No:
URBAN AREA

Agreement of sale of flat with proportionate undivided share in land.

Consideration: Rs _____/- (_____)
Earnest amount: Rs _____/- (_____)

This deed of agreement to sale of flat with undivided share in land is executed on this day of _____ 2020 between

M/s. Siddharth Developers through one of the Partner
Shri _____Age: yrs, Occp: Business, r/o Akola, Tq & Dist Akola. (PAN:-),

As **POA** for **Satish Champalalji Jain and Suresh Bherulalji Jain** by way of document dt _____ registered at sr no _____., (For the purpose of this deed, hereinafter referred to as "**PARTY NO 1, Vendor**" which expression shall mean and include her legal heirs, representatives, successors, assigns, etc)

AND

_____, age: ___ yrs, Occp: _____ r/o _____, Akola, TQ & Dist Akola. (PAN:_____), (For the purpose of this deed, herein after referred to, as **"PARTY NO 2, Purchaser"** which expression shall mean and include his legal heirs, representatives, successors, assigns, etc.)

WHEREAS the party no 1, is entitled to execute the present agreement on the basis of Agreement to sale, Development agreement and POA dt _____, at sr no _____, executed by Satish Champalalji Jain and Suresh Bherulalji Jain, who are owner and possessor of the below described property, and there by possess the right to sale and enter in to agreement of sale of the property more particularly described as under:

All that piece and parcel of the land within Mauje – Kaulkhed, Tq. and Dist Akola, Plot no 5, from Sr no 18/3, admeasuring 380 Sq mt, and Plot no 4, from Sr no 18/2, admeasuring 394.80 Sq mt, amalgamated plot no 8/2/34/32/A/4/5, admeasuring 775 Sq mt, (726 Sq mt in actual) boundaries are as under:-

Towards East	:	Plot no 5 from Sr no 18/2,
Towards West	:	Plot no 4 from Sr no 18/3,
Towards North	:	40 ft road,
Towards South	:	12 ft service lane.

WHERAS, the party no 1 has constructed a scheme by name and style as "_____" as per construction sanctioned map, which is approved by the AMC, Akola on 6.8.2020. The party no 1 is constructing 16 (Sixteen) flats and 5(Five) Shops more particularly described in Deed of Declaration executed by party no 1, and registered on _____ at sr no _____.

WHEREAS, the party no 2 has inspected and selected flat/Shop no ___, more particularly described as under:

All that piece and parcel of the land within Mauje – Kaulkhed, Tq. and Dist Akola, Plot no 5, from Sr no 18/3, admeasuring 380 Sq mt, and Plot no 4, from Sr no 18/2, admeasuring 394.80 Sq mt, amalgamated plot no 8/2/34/32/A/4/5, admeasuring 775 Sq mt, (726 Sq mt in actual), Flat/Shop no ___, Super built up area admeasuring ___ sq

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

WHEREAS, the party no 2 is satisfied by the documents of the property, such as sanctioned map, DOD, record of right, RERA Certificate, etc and the site and size of the flat/shop and also the amenities as given in the DOD, and has agreed to purchase the flat/shop as described above. And the party no 1 has agreed to sale the same to party no 2, on following terms and conditions.

1. That the party no 2 has agreed to pay the total consideration of sale deed Rs _____/- (_____), and out of the same has paid amount as below:

   A. , in the name of the party no 1.
   B. , in the name of the party no 1.
   C. , in the name of the party no 1.**The party no 1 has received the above said payments**.

2. Now during the period of ongoing construction, the party no 2 shall pay:-

   A. 14% (Fourteen) of the balance amount of consideration, on completion of each slab of the building. (5 slabs)
   B. 8% (Eight) of the balance amount of consideration, on completion of brick work, of the flat/shop in the building.
   C. 8% (Eight) of the balance amount of consideration, on completion of inside plaster of the Flat in the building.
   D. And remaining amount shall be paid at the time of execution of sale deed.

3. The sale deed shall be executed within time, as per the provisions of RERA Act. The party no 1 and 2 shall be bound by the present terms and conditions, and on default of either parties, the parties shall be entitled for initiation of legal action and compensation against the defaulter party.

4. That the Flat/Shop no _____, on ____floor, to be purchased by the party no 2 shall be a unit in "_____", and that the terms and conditions and contentions in the DOD shall be binding on the party no 2.

5. The party no 2 shall be entitled for common facilities and amenities, according to the use by other co-owners of units. The party no 2 shall have right of approach to described property as provided in common.

6. The party no 2 agrees, to enjoy all the common facilities and amenities, such as water, electricity, etc in common with other co-owners of Flat/Shop. The party no 2 also agrees to pay proportionate common maintenance charges of such common facilities and amenities if any, along with one time deposit charges as decided.

7. The party no 2 shall have to pay MSEDCL, for individual electric meter.

8. The party no 2 shall use the described Flat/Shop, for his/her own use, without causing any hardship or annoyance to other co-owners.

9. The party no 2 shall not do or permit to be done any act detrimental to and causing disturbance and annoyance to the other co-owners. The party no 2 shall not use the Flat/Shop for any purpose other than for residential purpose only.

10. The party no 2, shall not change the structure of the building, in any mode or manner. So also the party no 2 shall not do or cause to be done, any changes or repairs, affecting the elevation of the building.

11. The party no 2, has knowledge and has seen the documents, of the building and land below. The party no 2, agrees, that, the party no 1, is intending to use the available FSI in future according to the prevailing Acts and Rules. The party no 2, agrees and acknowledge the right of the party no 1, to effect further construction of upper floors in the building, and accordingly for change of the allotment of proportionate land share to each unit, as per Deed of Declaration.

12. The party no 1shall transfer valid and marketable title to the party no 2, which will be free from any encumbrance of any nature, on the execution of sale deed. The party no 1 undertakes to compensate the party no 2, in case of any encumbrance found on the described property.

13. The party no 1, shall handover actual physical possession of described property, on the date of execution of sale deed. The party no 1, undertakes to provide and handover all the necessary, documents and papers, to the party no 2, for the purpose of loan, even before the execution of sale deed.

14. The party no 2, shall bear the expenses of the execution of this agreement to sale, and of sale deed. The party no 2, shall pay the due taxes for the present agreement as well as sale deed, such as GST, etc.

In witness thereof the party no 1 and 2 have put their respective signs, before witnesses on this day of _____ 2020, at Akola, and will be binding on, both the parties and their heirs, assigns etc.

Date:

_____
PARTY NO 1

WITNESSES:
1._____

2._____

_____
PARTY NO 2