SAMPLE COPY

AGREEMENT OF SALE OF FLAT

in respect of

SAI CITY

Mouja - Kathora Bu., Table No. 71, Flat @ Rs. 13,900/- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[D.O.D. Regd.on 17.12.2016 at Sr. No. 3865, with S.R.O. Rural, Amt.]

(Stamp Duty of Rs. ...../- is paid &

Registration fee of Rs. ...../- is paid by challan)

Agreement of Sale Valued at Rs. ...../-

Total Sale consideration at Rs. ...../-

THIS AGREEMENT OF SALE is made and executed on this Day of ....., 2017 between-

SSB Associates, having its registered office at "City Centre", 4th floor, Radha Nagar, Panchawati Squre, Amravati**, through it;s Partners** (PAN. ABRES3078C)**,**

1) **Shri. Kapil Surendra Ande,**
Aged 34 Yrs, Occupation - Business,

2) **Shri. Swapnil Anilrao Dhawle,**
Aged 25 Years, Occupation- Business,
both R/o. 4th Floor, City Centre, Radha Nagar,
Amravati, Tq.Dist. Amravati Pin No. 444603,

Hereinafter referred to as the **"VENDOR" or "VENDORS"** (which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **FIRST PART;**

AND

Shri. ....., (PAN),
Aged ..... Yrs, Occ. - .....,
R/o. ....., Tq. & Dist. Amravati, Pin No. .....,
Mobile No. .....

Hereinafter referred to as the **"PURCHASER"** which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **SECOND PART;**

WHEREAS the Vendor SSB Associates, through its Partners (1) Shri. Kapil Surendra Ande, and (2) Shri. Swapnil Anilrao Dhawale owns 0 Hec. 54 R agricultural land property more particularly described in "Schedule A" annexed hereto, by virtue of Sale Deed dated 15.07.2014, registered at Srl. No. 2205/2014 with the office of the Sub Registrar, Amravati Rural having purchased the same from Sau. Shilatai Pundalikrao Turkhede, R/o. Subhodh Colony, Behind Friends Colony, Amravati., which is hereinafter referred to as the **"land or said plot"**, and,

WHEREAS vendor applied before the Hon'ble Tahsildar, Amravati for the conversion of 0 Hec. 54 R agriculture land into non-agriculture for use of residential purpose vide Rev. Case No. NAP-34/Kathora Bu.,-29/2015-16 and order passed on 06.05.2016 and due course three plots came to be developed by the vendor/owner. Thatafter above named Vendor decided to construct a residential apartment on the layout converted plot No. 1 having total admeasuring 2871.34 sq. mts. of F.S. No. 85/3 of Mouje-Kathora Bu., Pragane-Nandgaon Peth, Tq. & Dist. Amravati therefore they applied to Hon'ble Tahsildar of Amravati for construction permission thereby Hon'ble Tahsildar of Amravati granted permission vide Rev. Case No. NAP-34/ Kathora Bu. - 06/2016-17 order dated 11/11/2016 and thatafter grantor has applied with the Municipal Corporation, Amravati for the sanction of map of propose construction on said plot No. 1 and vide two separate maps of Wing A & Wing B which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide Order No. 2054 dated 28.10.2016, and the vendor has chosen to describe the said building as **"SAI CITY"** and has already commence the construction of the said building, and

WHEREAS the vendor has executed DEED OF DECLARATION under Section - 2 of the Maharashtra Apartment Ownership Act, 1970 on dated 17.12.2016, registred at Sr. No. 3865 with the office of Sub Registrar, Amravati Rural, and thereby submitted the said land and under construction building thereon to the provision of Maharashtra Apartment Ownership Act, 1970, and,

WHEREAS the building **"SAI CITY"** consist of **Wing-A** namely **"SAMPADA RESIDENCY"** and **Wing-B** namely **"GARIMA RESIDENCY"** and both apartment consist of the several self independent apartment on the ground to upper floors respectively, and,

WHEREAS the purchaser abovenamed is desirous of purchasing one apartment out of the said under construction building named **"SAI CITY" of Wing-....**

WHEREAS the Vendor abovename have given inspection to the purchaser of the original documents of title deeds, deed of declaration and the plans, Map sanction by Amravati Municipal Corporation etc. and upon verification of the same, the purchaser fully satisfied about the title of the Vendor over the said land and right to construct building including the apartment, and,

WHEREAS upon such satisfaction the purchaser has agreed to purchaser and the Vendor have agreed to sell on apartment described in Schedule 'B' hereunder, of the building **"SAI CITY" of Wing-..... (..... Residency)** construction on the land described in Schedule "A", for the terms and conditions hereinafter stated, and,

WHEREAS the vendor has already commence the construction of the said apartment agreed to be purchased by the purchaser and the construction has been and is being made and common amenities and facilities have been and are being provided for as per the desire and as per the instruction of the purchaser who is fully satisfied in all respect with regard to the quality of said under construction building and the common facilities and amenities, and upon such satisfaction, the purchaser has agreed to purchase and the vendor have agreed to sell to the purchaser the Apartment described in schedule "B" on the terms and conditions mention hereinafter;

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER

1) In consideration of the total amount of Rs. ...../- (Rs. .... only), out of which Rs. ...../- (Rs. ..... only) is paid by cash, by the purchaser to the vendor, towards earnest amount (the receipt of the same is hereby acknowledgment by the vendor). The Vendor hereby agrees to sale the flat described in Schedule "B" annexed hereto and remaining amount of Rs. ...../- is agreed to be paid in installments in following mode and manner :-

20%	i.e. Rs. ...../-	on or before completion of plinth
20%	i.e. Rs. ...../-	on or before completion of RCC structure
20%	i.e. Rs. ..... /-	on or before completion of Brick work
20%	i.e. Rs. ...../-	on or before completion of Plaster work
15%	i.e. Rs. ...../-	on or before completion of Finishing work
5%	i.e. Rs. ...../-	on or before execution of sale deed

The payment on time is a condition precedent and in case of any default or breach in making payment at its time and stage, the amount so paid till that time will be forfeited to the Vendor as and by way of damage. The purchaser is at liberty to take loan from any financial institution or bank to arrange the payment of balance consideration.

2) The sale deed is agreed to be executed on or before ..... and in case the Vendor fails to execute the sale deed on or before said date, the purchaser shall be entitled to take the sale deed through Court and on the other hand if the purchaser shall not take sale deed then the amount so paid till date shall stand forfeited to the Vendor as and by way of damages.

3) The Vendor shall deliver vacant possession of the said flat to the purchaser at the time of execution of the sale deed. The Vendor, subject to availability of construction materials and such others factors, shall endeavor to complete the construction of the said flat, as far as possible within the stipulated time i.e. execution of the sale deed. The work shall not be delayed by the Vendor expecting for the reasons and cause beyond the control of the Vendor. The purchaser have to take the possession of the said apartment inas it condition upon it completion, without any charge therein and their shall be no modification in the construction its entrance side or its elevation in any manner whatsoever on any count whatsoever.

4) That the electric connection to the apartment agreed to be sold shall be taken in the name of the Purchaser at his own cost. The purchaser shall within 7 days of the demand by the vendor, pay his share of security deposit and other charges as may be demanded by the MSEDCL for the electric connection. the vendor shall deposit the service line connection charges and D.P. charges if any with in the said authority and the purchaser shall also pay to the vendor his share of the service line connection charges and D.P. charges.

5) That the Purchaser shall use the common areas and facilities provided for the said apartment /flat only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other apartment owners as mentioned in Deed of Declaration.

6) The Vendor has already submitted the said entire building/complex under the provision of the Maharashtra Apartment Act, 1970 and all the terms, condition, Bye laws mention in the deed of declaration dated 17.12.2016 shall be applicable to the Purchaser, upon execution of the sale deed of said apartment.

7) The said flat hereby agreed to be sold is free from all the encumbrances, lien, charges, mortgage and Vendor is absolutely entitled to transferred and convey the said property to the purchaser and no other person excepting the Vendor has any right , title, interest or possession of any nature whatsoever over the said property. The Vendor shall pass a free, clear and marketable title of the said property to the purchaser.

8) The Vendor shall clear all the Government and Semi Government taxes till date of execution of the sale deed.

9) That all the expenses on account of preparation of this agreement and sale deed of the said Apartment/Flat and all other documents including the cost of stamp duty, registration fees, legal advises, typing and miscellaneous charges payable thereon, as well as all the applicable service, VAT, LBT, Service tax and other taxes imposed by Government, if any for time being in force have been agreed to be borne and paid by the purchaser.

10) The Purchaser shall not within the written permission of the Vendor -let, sublet, sell, transfer, convey, mortgage, charge or any other encumber or deal with or dispose of the said Flat/Apartment, till the possession of the said Apartment/ Flat is given to the Purchaser in writing at the time of execution of the sale deed.

121) That upon execution of the sale deed of the said apartment, in case the ground floor or the said apartment collapses by any act of god or any reason whatsoever, then the Vendor shall have right to reconstruct the said apartment at the cost of the Purchaser subject to all local laws for the time being in force and the Vendor shall have the right to make other construction upto sky.

12) That the purchaser has agreed to pay specific amount in addition to the Sale consideration, as the one time maintenance charges of the said building to

the Association of the flat owners of the said building upon its information. The said amount shall not be refunded to the purchaser or the person claiming through him/her in any manner whatsoever on any count whatsoever.

13) The vendor reserves its rights to change the building plan as well as the specification even without prior notice to the purchaser and the purchaser having faith in the vendor has agreed, allowed and , permitted to the vendor to make such changes, and the same shall be acceptable by the purchaser without claiming any damages, under any head or count whatsoever, in any manner whatsoever, from the vendor or the person claiming through it.

13) **PROVIDED ALWAYS** and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression 'the Vendor' and 'the Purchaser' hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE - " A "

(Description of Said Plot)

"All the piece and parcel of land situated at **Mouje- Kathora Bu.**, Pragane-Nandgaon Peth, Tq. Dist. Amravati, within the limits of Grampanchayat, Kathora Bu., and jurisdiction of Sub Registrar of Amravati Rural, out of which **Field Survey No. 85/3,** out of which 0 Hec. 54 R agriculture land layout conversion is passed by Hon'ble Tahsildar, Amravati vide Rev Case No.NAP-34/Kathora Bu.-29/2015-16 order dated 06.05.2016, out of which layout converted **plot No. 1 (One) total admeasuring 2871.34 sq. mts.** which is bounded as under :-

Towards East	- Ramnand layout,
Towards West	- Shri. Mehata Field Survey No. 85/2,
Towards North	- 9 mtr. wide Layout Road & Open space,
Towards South	- Grantors land & Nalla.

SCHEDULE - " B "

(Description of Said Flat/Apartment)

"All RCC. Super Structure comprising the ....BHK Flat bearing No. ..... situated at ..... Floor of **Wing "....." "..... Residency"** of the building/apartment,

having Carpet area ..... **sq.fts**. (..... **sq.mts.**) and Super built up area ..... **sq.fts**. (..... **sq.mts.**) and there is terrace area of about ..... sq. mts. (..... sq. fts.). The area constructed is known as **"Sai City"**,. The apartment area includes the share of the common builtup area of staircase, common area, unallotted parking (first come first park basis). This unit consist of ..... That there is an canopy, open terrace and balcony in the said apartment to be constructed on the land / plot described in the schedule "A" hereinabove, alongwith .....% undivided share in the said land/plot described in the schedule "A", which is bounded as under-

Towards East :-
Towards West :-
Towards North :-
Towards South :-

SCHEDULE - " C "

Specification of Construction of the said Flat/ Apartment.

1. Structure :- R.C.C framed structured.
2. Masonry :- Outer wall 6" bricks & inner walls 4" bricks.
3. Plaster :- Sandfaced outer plaster with cement paint & inner plaster with neeru finish & oil bond distamper.
4. Flooring :- Vetrified tiles in all rooms.
5. Windows :- Aluminum window with elegant M.S. Grill.
6. Doors :- Front door with lamination and wooden fram. Other doors with chromium plated fitting all RCC doorframs.
7. Sanitary & plumbing :- Proper water supply and sanitary arrangement
8. Electrification :- Concealed electric fitting with one power point in attached toilet & one in kitchen, 2 light point, 1 fan ploint, 2 plug points in each room.
9. Kitchen otta :- Kitchen otta with green marble, ceramic tiles dado & stainless steel sink.
10. Bath / W.C :- Coloured glazed ceramic tiles upto 7 ft. hight & ceramic tiles flooring with orissa pan / commode.
11. Painting :- All rooms painted with oil bounded distemper, external surface in cement paint.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT OF SALE OF APARTMENT ON .... DAY OF ..... 2017.

SIGNATURE OF PARTIES:

M/s. SSB Associates, through its partner

VENDOR/Party of FIRST PART

1) **Shri. Kapil Surendra Ande**

Photo	Signature	Thumb

2) **Shri. Swapnil Anilrao Dhawle**

Photo	Signature	Thumb

Shri. .....

PURCHASER/Party of SECOND PART

Photo	Signature	Thumb

WITNESSES

1) _____

Name :-

2) _____

Name :-