

AGREEMENT TO SALE

Mouje- Jewad, Zone No....., Rate Rs./-

Total Stamp of Rs./-

Agreement of Sale Value Rs./-

(In words.....Only)

THIS AGREEMENT TO SALE IS MADE AT AMRAVATI,
TALUKA AND DISTRICT AMRAVATI THISth DAY OF
....., 2018.

BETWEEN

Shri Sameer s/o Ramrao Bodkhe, Aged 52 years, Occupation:
Land Developer, r/o *Mangilal* Plots, Amravati, Tq. & District
Amravati, **Proprietor, Kalpwraksha Construction and
Builders**, Present office/ site address: Plot No.7, *Gajraj* Nagar,
Near *Gopal Krishna Mandir*, Besides Hotel Lords, Old Bypass
Road, Amravati, Tq & District- Amravati;

Hereinafter referred to as '**BUILDER / DEVELOPER**' (Which
expression shall unless it is repugnant to the context or meaning there and of
mean and include their heir, executors, administrators and legal
representatives/permitted assignee's) party **OF THE FIRST PART**

Pan No.

AND

MR. / MRS.,
aged about years, Occu. :,
(PAN No.)

R/o.....
.....

hereinafter referred to as the **FLAT PURCHASER / BUYER** (Which
expression shall unless it is repugnant to the context or meaning there and of

mean and include their heir, executors, administrators and legal representatives/permitted assignee's) party **OF THE OTHER PART**

WHEREAS, **Sameer s/o Ramrao Bodkhe**, the grantor to the Deed of Declaration dtd. owns the land situated at Mouje – **Jewad**, Amravati, Tq. and Dist. Amravati, which is described as follows:

'Layout plot No. 7 admeasuring 4034 Sq. feet; 375 sq. meters of Mouje *Jewad* Tq. & Dist. Amravati situated at *Gajraj* Nagar, within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City No. 2, which is bounded as under :

Towards East :	Service road within layout;
Towards West :	Service lane within layout and Thereafter plots No.16 and 17 of same layout;
Towards North :	Plot No.8 of same layout;
Towards South :	Plot No.6 of same layout.'

AND WHEREAS the party of the first part desirous of constructing a multi storied Building on the said plot described in schedule which hereunder referred to as the "SAID LAND" described in **schedule – A** and which is known and called as "**Yashodhan Apartment**" consisting of Parking, Ground Floor and Upper Floors containing various self contained Residential Flats.

AND WHEREAS A.D.T.P. Amravati Municipal Corporation,, Amravati has sanctioned the plan by granting approval and also granted permission for construction of the multistoried complex on the said land vide order No. 0801 dated 06/11/2017.

AND WHEREAS the piece of land or the property is free from all encumbrances, claim and in pursuance of development agreement, no one except the OWNER AND DEVELOPER has any right, title and interest in respect of the said property.

AND WHEREAS the OWNER AND DEVELOPER has commenced the construction of the Building which is known and called "**Yashodhan Apartment**"are desires of disposing of various flats in the building on demand to the various flat purchasers.

AND THE OWNER AND DEVELOPER has given instructions, information and specification as well as copies of documents to the FLAT PURCHASER of the original plans and drawing prepared by Builder and sanctioned by the Amravati Municipal Corporation Authority as stated above as well as the documents of title and the copy of **Deed of Declaration bearing No. dated** and the FLAT PURCHASER has inspected the same to his satisfaction which the FLAT PURCHASER hereby confirm; and the flat purchaser has no dispute or grievances of any nature whatsoever about the specification, design as well as the nature and quality of construction of the Flat and the building to be constructed.

AND WHEREAS the copies of the certificate of title of the property showing the title of the said property, on which the flats are under construction and of the plans and specifications of the flat is agreed to be purchased by the FLAT PURCHASER approved by the concerned Local Authority have been Annexed hereto.

AND WHEREAS THE FLAT PURCHASER is desires of purchasing the flat which is marked and **Numbered** situated on the **Floor** in the said building, having **one/ two** bed room, hall, kitchen, toilet

units and having built up area admeasuring about **Sq. Feets.**
(..... **sq. mtr.**) **OR** there about as shown on the said plan and has agreed
to purchase from the builder the said flat (hereinafter referred to as THE
SAID PREMISES specified in **Schedule "B"**) upon the terms and
conditions hereinafter mentioned.

AND WHEREAS price in the execution of these presents the flat
purchaser has paid to the "OWNER AND DEVELOPER" a sum of **Rs.**
...../- (**RS.....Lacs only**) in the manner
hereunder given towards advance, being part payment of the sale price of the
flat agreed to be sold upon by the BUILDER to the FLAT PURCHASER, as
advance payment. The payment whereof THE OWNER AND DEVELOPER
hereby admit the acknowledge.

A) **Rs.**/- Received through Chq. No.
on dt. from drawn on
..... and the FLAT PURCHASER has paid to the
OWNER AND DEVELOPER part consideration of the sale price of
Rs./- (**RS. Lacs only**)
as stated above.

**NOW THIS AGREEMENT WITNESS AND THE PARTIES HERETO
AGREE AS FOLLOWS :**

1) The constructions of the said building consisting of Ground and Upper
Floors with portion for parking as the plans, design, specification are seen,
inspected and approved and confirmed by the party of the other part subject
to variations and modifications as the party of the First part may consider
necessary and desirable or as may be required by any public authority to be
made in them or any of them but not so as to reduce the total built up area of
the said flat and the FLAT PURCHASER hereby consent to such additions
and variations.

2) The FLAT PURCHASER hereby agreed to purchase from the OWNER AND DEVELOPER AND OWNER AND DEVELOPER hereby agrees to sell to the FLAT PURCHASER for the price of Rs./- (RS. only) of FLAT NO. on the Floor of the building of Built up Area as shown in the Floor plan thereof here to annexed, (Hereinafter referred to THE FLAT) including the proportionate price for common area and facilities appurtenant to the premises, the nature extent and description of common areas and facilities which are more particularly described in the II schedule have under written.

A] The FLAT PURCHASER has agreed to pay booking amount of Rs. Rs./- (RS. only) by Cheque as mentioned above. The receipt of the same is duly acknowledged by the Owner and Developer. The balance consideration of Rs./-(In words Only) shall be payable by the purchaser to the builder/owner in the manner given here under :-

PAYMENT SCHEDULE FOR FLATS:

Sr. No.	PAYMENT SCHEDULE FOR FLATS	Payments in % of Flat Cost
1.	Token Amount	51,000/-
2.	At the time of Booking amount	10%
3.	At the time of First Slab	10%
4.	At the time of Second Slab	15%
5.	At the time of Third Slab	20%
6.	At the time of Forth Slab	20%
7.	At the time of Brick Work & Plaster	20%
8.	At the time of Sale Deed / Possession	05%
	Total	100%

The Sale Deed of Apartment will be given after paying the amount of finishing work.

The above amounts is excluding of all the expenses for any taxes, legal fees, Registration charges, Stamp Duty, Sale Tax on works contract,

Society Charges, Society formation charges, deposit, electric meter charges etc.

The payment of the consideration amount in the manner stated above shall be the essence of contract between the parties to this Agreement. In the event of the default by the purchase in payment of the amount in the manner stated above, the agreement liable to be cancelled automatically, however the owner/developer shall have option to continue with the agreement subject to payment of compensation.

3] That, the builder has already supplied all the documents of title, registered deed of declaration (bearing No. dated), sanctioned plan of the flat/said property described in the schedule and already given the specification about the construction of the said flat to which the purchaser has already satisfied, confirmed and acknowledged.

It is specifically agreed that in the event if the purchaser desirous of any modification, alterations or additions to the constructions of the said flat/property described in the schedule then same shall be subject to the sanction plan and the purchaser shall be liable to pay the cost incurred by the builder in making said modification, alterations or additions as desired by the purchaser.

It is further specifically agreed that the construction of any said modification, alterations and/or additions shall be absolutely at the responsibility and risk of the purchaser to which the builder and the owner shall not be responsible in any way whatsoever.

4) THE OWNER AND DEVELOPER hereby agree to observe, perform and comply with all the Terms/Conditions/Stipulations and Restrictions, if any, which may have imposed by the concerned Authority at the time of

sanctioning the said plan or thereafter and shall before handing over the possession of the premises to the FLAT PURCHASER.

5) It is hereby specifically agreed between the parties that the OWNER AND DEVELOPER shall have full right over the additional area of Floor space Index (FSI) or the Area of Terrace as and when allowed and increased by competent Authority such as Town-Planning Authority, Municipal Council, or Municipal Corporation in further.

6) The OWNER AND DEVELOPER shall have right to receive the amount of compensation on account of the Area acquired by Municipal Corporation for Road widening.

7) THE OWNER AND DEVELOPER will give the possession at the time of final conveyance approximately within the period of **months** from today. The OWNER AND DEVELOPER shall not incur any liability if they are unable to deliver possession of the said FLAT by the date aforesaid if the completion of the building is delayed by reason of war, Civil commotions or any act of God or if non delivery of possession is as a result of any notice, order, rule, notification of the Government/ and other public/statutory authority or the Court or non receipt of any permission/sanctions from the Government Authorities, Municipal Authorities. If OWNER AND DEVELOPER fail or neglect to give the possession of the said flat to the FLAT PURCHASER on the account of reasons other than the above, then the OWNER AND DEVELOPER shall be liable on demand to the FLAT PURCHASER to refund the amount already received by them in respect of said flat along with the simple interest at the rate of% per annum from the date of the OWNER AND DEVELOPER received the sum till the date the amount and interest thereon is repaid. THE FLAT PURCHASER on such an event shall entitle to receive the said amount as and when the said premises is

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Duty and Registration charges payable, by the said society on conveyance or any document or instrument of Transfer in respect of the said land and the building to be executed in favour of the society. M. S. E. D.C.L. Meter Deposit per flat, shall be paid by the FLAT PURCHASER and common meter deposit shall be paid by the society. M.S.E.D.C.L. connection charges including Transformer if necessary, as per estimate given by M.S.E.D.C.L. shall be paid by all Flat purchasers.

12) The FLAT PURCHASER with intention to bring all persons into whose so ever hands the flat may come both hereby covenant with the Building as follows:-

(A) To maintain the flat at own cost in good condition from the date of possession of the flat and shall not do or suffer to be done anything in or to the building in which the flat is situated; stair-case or any passage; which may be against the rules regulations or byelaws of the concerned Local Authority or change, alter or make addition in or to the building in which the flat is situated and the flat itself or part thereof.

(B) Not to store in the flat any goods which are of hazardous combustibles or dangerous nature or so as to damage the construction or structure of the building in which the flat is situated or storing in which goods is objected to or by the concerned Local or any of the authority.

(C) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state at order in which it was delivered by OWNER AND DEVELOPER to the flat purchaser and in the event the FLAT PURCHASER committing any act in contravention of above provision, the FLAT PURCHASER shall be responsible and liable for the consequences thereof to the concerned authorities.

(D) Expenses of Registration Fees, Stamp duty, Legal fees, M.S.E.D.C.L. Charges, common water connection and water meter charges from water supply department, Work Contract, Sales Tax out of pocket expenses to be separately born by purchaser.

In case of delay caused in getting the above facilities from the concern department for any reason or for any technicalities then the owner and developer shall not be liable for any damages and compensation for the same.

13) The Owner and Developer shall convey to the purchaser proportionate joint share in the said land described in the Schedule "A" as well as the joint share in the common areas and facilities assigned to the said apartment however the purchaser shall not be entitled to ask for the partition of the said land and it shall always remain joint. Similarly the common areas and facilities assigned to the apartment shall not be separated from the same.

The ultimate terrace of the building shall be owned by the Owner and Developer and he shall be entitled to use the same for making additional construction if permitted by the A.M.C. authorities and in such case the joint share of the purchaser in the said land and common areas and facilities shall also stand reduced proportionately. The Owner and Developer shall also be entitled to give the same on rent for erection of the Tower of Cellular Phone or other utilities without any objection from the purchaser.

14) That any delay, tolerance or diligence shown by the Owner and Developer in enforcing the terms of the agreement shall not construe as the waver on the part of the Owner and Developer of any breach by the purchaser nor shall the same in any manner prejudice the rights of the Owner and Developers.

15) The purchaser had agreed to incorporate such additional terms and condition. Stipulations, restrictive covenant in convenience deed as are not set forth herein and it would be deemed necessary or expedient to regulate the easementary right of all the other apartment Owner / Occupiers interest.

16) That any mistake or omission in the described property hereby agreed to be sold, shall not affect the validity of this agreement to sale but same shall be rectified by the parties mutually.

IN WITNESS WHEREOF the Developer/Owner and the Purchaser hereto have hereunto set and subscribed their respective hands and seals, the day and the year first hereinabove written.

SCHEDULE - A

Within the limits of Municipal Corporation, Amravati Layout plot No. 7 admeasuring 4034 Sq. feet, 375 sq. meters of Mouje *Jewad Tq.* & Dist. Amravati situated at *Gajraj Nagar*, within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City No. 2, which is bounded as under :

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Towards West :	Service lane within layout and Thereafter plots No.16 and 17 of same layout;
Towards North :	Plot No.8 of same layout;
Towards South :	Plot No.6 of same layout.'

SCHEDULE – B - REFERRED TO ABOVE

All that R.C.C. super structure with all specifications, facilities, fixtures, interest etc. as mentioned in Deed of Declaration; comprising of **Flat No.** shown in the plan on the **floor** of the building constructed as self contended flat covering Super Built-up area **Sq. Fts. (..... sq.mtr.)** along with % proportionate undivided share in the plot underneath the said building consisting of one hall, one/ two bedroom/s , toilet units and Kitchen alongwith common facilities annexed to the said building and amenities to the said "**Yashodhan Apartment**".

IN WITNESSETH WHEREOF, the Vendor and Purchaser have set their respective hands and signed this Agreement at Amravati in presence of witnesses on this

Signed and Delivered by the within named
Shri. Sameer s/o Ramrao Bodkhe
PAN Card No.

Passport Photo	Thumb Impression	Signature

Mr.

PURCHASER

I.D. Proof and Number

Passport Photo	Thumb Impression	Signature

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Witness : -

1. _____

Passport Photo	Thumb Impression	Signature

2. _____

Passport Photo	Thumb Impression	Signature