

AGREEMENT
FOR SALE OF CHAMBER ALONGWITH
UNDIVIDED SHARE OF LAND UNDER THE MAHARASHTRA APARTMENT
OWNERSHIP ACT 1970
ZONE NO. 3.179/64

(Sale Value - Rs. -)
(Govt. Value - Rs. -)
Stamp duty paid -

This Agreement UNDER the Maharashtra Apartment ownership ACT 1970 is executed
on this -----th November -----at Akola BETWEEN

Bangad Builders Private Limited, Akola (PAN-AAACB7047B), through its Director Anand Harish Bangad, (DIN-00245472) aged about 47 years, resident of Toshniwal Layout, Akola, Tq. and Dist. Akola, hereinafter called as the Builder (which expression shall unless repugnant to the context or meaning thereof, shall mean and include their executors, administrators, successors, heirs and assignees etc.) of the FIRST PART :

AND

Shri. -----(PAN -) , Age----- yrs, occupation- Business, Resident of Tq. & Dist. -----, Hereinafter called the Purchaser/Party No.2 (which expression shall unless repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators, successors, legal representatives, assignees etc.) of the

SECOND PART :

WHEREAS, Bangad Builder Pvt. Ltd., Akola Tq. & Dist. Akola is a absolute owner of land bearing S.No.55/1, Sheet No. 64, Nazul plot no. 4/5, layout Plot No. 8, Admeasuring area 5200.00 sq.ft.(483.27 Sq.Mtr.) measuring East-West north side 19.81 mtr., East-West south side 19.81 mtr., North-South East side 24.38 mtr., North-South West side 24.38 mtr. The Bangad Builders Pvt. Ltd. is the owner of said Plot by virtue of registered Sale Deed dated 27.03.2014 at Serial No.1323 before sub register Akola. The layout of Plot has been granted wide rev. case No.13/2/59-60 dated 30/9/1964. The plan was approved by Corporation Akola on 24/04/2017 of case no. 14/561/2016-2017.

Description of plot property :-

East-West -North Side 24.38 M.	East-West-South – 19.81 M.
North-South-East Side 24.38 M	North-South-West – 19.81 M
Total - 5880.00 Sq.ft.	

Surrounded as follows :-

East – 9.0 M Wide Road	West – Layout Plot no.7
North – 15’ service Lane	South - 9.0 M Wide Road

WHEREAS the party No.2 purchaser verified all legal documents, specification, measurement & construction of RAM-TECH HEIGHTS approached to the builder and expressed his desire for purchase of the Chamber No. ---- on ----- floor. In the proposed scheme subject to following terms & conditions hereinafter set forth.

THIS INDENTURE NOW WITNESSETH AS UNDER :

- 1) The party-1, Bangad Builder Pvt. Ltd. has undertake to carry on the complete construction work of proposed scheme of RAM-TECH HEIGHTS, at Kedia Plot, Akola. Which shall consists of 23 commercial units capable of individual utilization by virtue of its exists, being in common area & facilities as mentioned above by the Maharashtra Apartment Ownership Act 1970.
- 2) The Owner of the site, Bangad Builder Pvt. Ltd., Akola has executed Deed of Declaration through its Director Anand Harish Bangad & bylaws as per provision of Maharashtra Apartment Ownership Act 1970 in respect of plot no. 8 of RAM-TECH HEIGHTS i.e. the site in question before sub-registered Akola on ----- which is duly registered as serial no. -----, and under the provision of RERA duly registered at ----- no.-----.

WHEREAS, the purchaser has selected to purchase Chamber no. ----- on ----- floor in the said scheme admeasuring Carpet area about ----- sq.mt. which includes internal dimensions of all rooms with Bath, W.C and balconies, passage & Saleable area about ---- sq.mt which includes wall thickness & divided area share of staircase, passage, parking, terrace, etc for valuable consideration of Rs -----/- with undivided share & interest in common area & facilities detailed in deed of declaration. The purchaser has already paid Rs. ----- by Cheque on. dt. ----- as a booking and remaining full & final payment of Rs. -----/- is agreed to paid before ----- for execution of Sales Deed.

3. On failure of any one payment be coming due as state above, the Party No.1 /Builder shall have option to terminate this agreement, in which event the earnest money paid by the Purchaser shall stand forfeited and further amount and amounts paid by the Purchaser shall be returned by the Party No.1, without interest within three months and under such circumstances, Purchaser shall have no further claim whatsoever against the Party No.1/Builder and the Party No.1 will be entitled to re-sale or dispose of the said apartment in the manner as he deems fit.

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

5. Party No.1 agreed handover the possession in the said apartment to the purchaser within 6 calendar month from the date of this Agreement, (i) on Regular payments of installments and (ii) Bank rate interest over defaulted payment from the purchaser or in earlier period subject to availability of cement, steel, water for construction and other building materials and subject to strike or any act or god and/or enemy beyond the control of the builder. As soon as the building will be ready for possession, the Party No.1 will notify the purchaser the date on which the possession will be handed over and the Party No. 1 will execute the sale deed of said Chamber in favor of the Purchaser.

6. The purchaser shall be entitled for the right the easement, access to his Chamber agreed to be purchased through the common area provided in the building.

7. The purchaser along with other occupants of the Building shall be entitled to enjoy the water supply, electricity, lift, generator, common terrace & common parking which provided by the Party No.1, However, no Chamber owner can drill individual bore well without permission of Chamber owners, whereas can take individual water connection from Municipal Corporation. All common expenses for the purpose of operation and maintenance of the Water supply scheme shall be shared by the purchaser and it shall be in proportion of the area of the Chamber agreed to be Purchased.

8. The Purchaser shall have to obtain the own electrical consumer connection from the Electricity Board and payment of deposits, installation charges shall be the responsibility of the Purchaser. At the same time if occupants needs Builder to represent to apply for, then Purchaser will have to pay all installation charges to Builder.

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9. The Purchaser shall not let, Sublet, Sale, transfer, Convey, any way deal with his apartment promises, nor assign or part his interest or benefit under this agreement, until all dues whatsoever nature, owing to the buildings are to be paid or until such specific previous consent is obtained from the other Chamber owners.

10. The purchaser will not be entitled to demand or claim the partition of his share in the said plot on said building of the complex, as allotted to him under this Agreement and his shall always remained undivided and impracticable.

11. The Purchaser hereby agrees to pay all the amount due payable by him to the Builder such as delay in water supply and MSEB connection and if provision is made to avoid inconvenience then Purchaser shall pay proportionate charges as determined for interim period and Builder will not be held responsible for improper supply under this Agreement, on or before the said date and time before taking the possession of the apartment.

12. From the date of the said premises is notified as ready for possession, the Purchaser shall have to contribute his share towards the Municipal Taxes, Maintaenance charges, other common expenses and outgoings.

13. So far as the premises in the said Chambers are not separately assessed for municipal Corporation taxes and water taxes, the purchaser shall pay proportionate share of the water taxes and municipal & revenue taxes and other common like tubewell & electric expenses, lift, generator, outgoings on the building, on the basis of divided share or the area of the Apartment agreed to be acquired by the Purchaser & every unit holder shall deposit Rs. -----/- to the society for common outgoing or as decided by the Chamber owners.

14. The Purchaser shall maintain at his cost their apartment agreed to be purchased by him in good condition, state and order in which it is delivered to him to abide by all bye-laws, rules and regulations of the Municipal council and any other authority and local authorities and local bodies and shall attend, answer and be responsible for all acts and violations of any of the conditions or rules or bylaws and shall observe and perform all the terms and conditions in this agreement.

15. The purchaser shall liable to pay all taxes like Property tax, Ground tax, Water tax, service taxes ,GST as may be levied by the state or central govt. or any other authority after the possession & date of purchase of the said Chamber as an when such taxes become due & such payment shall be effected within 6 days of demand and purchaser shall exclusively liable for the payment thereof.

16. The Purchaser shall not use the premises or permit the same to use for any purpose, which may or is likely to cause nuisance or annoyance to the occupants of other premises of the building or to the owner/occupants of the neighboring property or for any illegal immoral purposes.

17. It is also understood & agreed that the purchaser shall not enclosed or erect any superstructure in parking, terrace, balcony, passages & open spaces any time without permission in writing by authorities & other Chamber owners.

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

19. The Party No.1 hereby to convey a clear title interest of the ready apartment & said Chamber, free from all the encumbrances, and charges in favors of the purchaser and the party no. 1 further hereby to hand over the possession of the Chamber as per agreed Measurement & Specifications.

SCHEDULE OF THE PROPERTY

Chamber No. --- on ----- Floor, Admeasuring Carpet area about----- sq.mt. Saleable area ----- sq.mt. in the building RAM-TECH HEIGHTS constructed on S.No.55/1, Sheet No. 64, Nazul plot no. 4/5, layout Plot No. 8, granted wide rev. case No.13/2/59-60 dated 30/09/1964, now within the limit of Municipal Corporation, Akola, bound by :

To the East : .

To the West :

To the North :

To the South :

To the Top :

To Bottom :

Alongwith undivided share of land.

IN WITNESS WHEREOF. the parties hereto have hereunto set and subscribed their respective hands and seal on this ----th Nov. 2017, at Akola.

WITNESSES :

1)

2)

Party No. 1

(For, Bangad Builders Pvt. Ltd.)

Party No. 2 (Purchaser)

(Shri. -----)