



JK BUILDERS & DEVELOPERS

Shop No.5, Ganpati Complex, State Bank Road,
Ballarpur - 442701, Dist. Chandrapur (M.S.)
Mob. No. : 9067430080, 9404324244, 9890732717

Ref. No. _____

Date : _____

Allotment Letter

To,

Dear Sir/Madam,

This is to confirm that, you have been allotted _____, on the Second Floor, in our scheme called **NIKHIL PLANET** situated at **Survey No. 31/18/87, Ballarpur**.

This letter confirms the allotment of _____ in your name.

Yours truly

for **J. K. BUILDERS & DEVELOPERS**

Authorised Signatory.

!! SALE DEED !!

1) Description of Property :

Mouza Ballarpur Tah. Ballarpur Dist. Chandrapur -----

” **Flat No.**----- on ----- **Floor** In Divirted **Survey No.**-----,

Plot No.-----, Total Admeasuring about ----- **Sq. Mtr.** Out of

2) AREA : i) Undivided Share of land total **Area** -----**Sq. Mtr.**

ii) Construction total **Area** -----**Sq. Mtr.**

3) RATE : R.C.C . Construction Rs.-----/-

4) MARKET VALUE :

5) Column No. : _

Purchase Valued at Rs-----/-

(Govt. Valuation Rs. -----/- Only)

Stamp duty Paid Rs.-----/-

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In Mouza Ballarpur in **Survey No-----**, Out of it layout **Plot No-----**, Tah. Ballarpur Dist. Chandrapur This Deed of Sale is executed at Ballarpur.

B E T W E E N

“J. K. BUILDERS & DEVELOPERS, BALLARPUR”

(PAN NO-----)

Partner

1) Shri-----, aged about ----- years,

(PAN NO-----)

Res-----

2) Shri-----, aged about ----- years,

(PAN NO-----)

Res-----

The partner of firm name & Style as “ -----**BALLARPUR** ”

ALL partner hereinafter jointly called **THE VENDORS/ THE OWNERS/ THE Party**

No. 1 , which expression unless repugnant to the context or meaning thereof always mean and include the said Owners/ vendors/ Party No.1 as well as their respective legal heirs, successors and assigns of the First Part;

A N D

Shri. -----, aged about years.(PAN No. -----)

Adhar No----- Res-----,Ballarpur, Tah-Ballapur
Dist.- Chandrapur

hereinafter called as **THE PURCHASER or Party No.2** which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said purchaser, its nominees as well as his heirs, legal representative, executors, administrators, successors and assigns of the Second Part.

WHEREAS vendors are owners in possession of the following property having specific share:

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ALL That piece and parcel of land situated At Ballarpur in **Survey No.-----**
Out of it layout **Plot No. -----**, Total admeasuring about **-----Sq. Mtr.** Tahsil
Ballarpur Dist. Chandrapur, purchased by party No.1 as per registration sale
deed date -----respectively registered in the office of sub. registrar Ballarpur At
serial No. 336,

Bounded by common boundries as under

By North -----

By South : -----

By East : -----

By West -----

more particularly described in the schedule “**A**” written hereunder, hereinafter
called and referred to as **THE TOTAL PROPERTY.**

WHEREAS the total property being suitable for development into residential
cum commercial complex, the vendors after getting sanction from the Municipal Council
Ballarpur, District Chandrapur, vide Building Permit No.3582 dated 28/8/2014 have
constructed a Multi-Storied **Residential & comercial** building thereon which is named
as “-----” consisting of various self-contained **Flats** therein & have full
liberty to deal with and transfer by way of sale the said **Flats** together with
proportionate undivided share in the land of the said plot related to the permissible
F.S.I. ;

WHEREAS the Purchaser has satisfied herself / himself with respect to the
title of the said property as good, valid and marketable and quality of construction
as per his choice.

WHEREAS the Purchaser being desirous of owning a **Flat No. ----** on
-----, admeasuring Built up area of about Construction total Area **-----Sq. Mtr.**
with heritable and transferable rights therein, has approved the said plan of the “
-----” and the specifications shown to him .

WHEREAS the Owners have assigned and transferred by way of Sale Deed to the
Purchaser the **5 %** undivided proportionate share and interest in the total property and
the built up area **Area -----square meters** of the Flat premises chosen by him in
the complex “-----” for the consideration mutually agreed between the
parties hereto, more specifically shown in schedule “**B**” and attached map
hereinafter called and referred to as the **SAID PROPERTY.**

HENCE THIS DEED OF SALE NOW WITNESSETH AS UNDER :

1. That, in consideration of a total sum of **Rs-----/-, (Rupees. -----Only)** paid Through **in Cheque** Purchaser to the Vendor in the manner appearing hereunder, the receipt of the abovesaid amount is hereby acknowledge by the vendors, the vendors hereby transfers in favour of the purchaser by way of absolute sale of all that undivided **5%** share and interest in the said Plot & built up area of **-----.00** sq.meters comprising of **Flat No. -----, on ----- floor in “-----”** being portion of **Survey No.-----, Out of it layout Plot No. -----,** Mouza Ballarpu Tahsil Ballarpur District Chandrapur, and more particularly described in the schedule hereunder written, hereinafter called & referred to as **THE SAID** forever without any reservation and free from all encumbrances of every nature whatsoever, subject however, to several terms and conditions, inter-alia, stated in the sale deed and mentioned hereinbelow :

MANNER OF PAYMENT :-

Rs. _____/- (Rs. _____)

Total consideration sum of paid to the vender By cheque

2. That, the vendors do hereby covenant with the purchaser as follows :-

i) The vendors have good, valid and marketable title and absolute right and full authority to convey, assign and transfer by way of sale to the purchaser the said **Flat** more fully described in the schedule hereunder written and shown in the map, absolutely forever.

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- ii) The purchaser shall for all time hereafter fully and quietly hold, occupy, possess and enjoy the said **Flat** hereby granted, conveyed and transferred with all the easements and appurtenance for his/her own use and benefits without any interruption claim or demand whatsoever from the vendors, their successors and assigns or anyone claiming by, from, under or in trust for them.
- iii) The vendors and all persons having or lawfully or equitably claiming any interest, rights, title or interest in law or equity in the said **Flat** hereby granted or any part thereof and will from time to time and at all times hereinafter at the request and cost of the purchaser do and execute and caused to be done or executed all further and lawful acts, deeds, things conveyance or assurance in law whatsoever for a further and more perfectly and absolutely granting into and to the use of the purchaser, his successors or assigns for assuring the said **Flat** and part thereof hereby granted to the purchaser for ever.
- iv) That the vendors will support any application made by the purchaser for the mutation of name on the said **Flat** hereby sold in all relevant records and will render all assistance in obtaining the mutation thereof in the favour of the purchaser, in all the relevant records at the cost of purchaser by signing letter of no objection of municipality.
- v) That the Vendors will at the cost of the person requiring the same, execute and do every such assurance or thing necessary for further and more perfectly assuring the said **Flat** in favour of the purchaser.
- vi) That the total property & the said **Flat** shall be taken to be correctly described in the schedules hereunder written and if any mis-statement, error or omission shall be discovered the same shall not annul the transfer nor shall any compensation be allowed in respect thereof but all such mis-statement, error or omission will always be subject to correction by the parties hereto.
- vii) That the purchaser having contributed and paid the entire cost of construction of the **Flat** chosen by him to the vendors herein above named, he has now become the absolute owner of the said Flat with heritable rights herein.

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- viii) That all existing taxes, dues and cesses demanded by Municipal Council, Ballarpur and other government and semi - government dues till the date of this deed of sale has been paid by vendors, Vendors shall not be liable to pay any taxes, cesses , ground rent and other dues which may be demanded for any period here in after by the concerned authorities and purchares will be exclusively bound to pay and discharge the said liability. Purchaser shall pay regularly its share of comman expences including muncipal taxes, cesses and other dues which may be assessed on comman areas amd amenities and electricity and water charges in respect of electricity and water sources for comman use in the building.

THE PURCHASER DOES HEREBY COVENANT WITH THE VENDORS AS FOLLOWS :

- i) That the purchaser having chosen to own the said **Flat**, has full knowledge that the right interest and ownership of the undivided share in the total property is not divisible by meters and bounds and for all time it shall remain joint with other co-owners and that under no circumstances he will construct a structure whether permanent or temporary on the available open space left out in the plot.
- ii) The purchaser shall always pay regularly, the common expenses, ground rent, taxes and cesses etc. and other outgoings, whatsoever assessed on the said **Flat**. The cost of repairs of all common services like Common Entrance Gate, Stair cases, Transformer Charges, electric from pole to the meter board, drainage and water line & pipes, Consumption of electricity over the common facilities and replacements of lights, fixtures and fittings in these common facilities and portions etc. shall be borne and paid by the purchaser jointly with the other flat owners in proportionate share. The purchaser shall individually pay the corporation taxes and cess levied on his **Flat**
- iii) That the cost of general maintenance of outer building and common portions including periodicals paintings, white washing or colour washing and repairs etc. shall be equal responsibility of all the flat owners and expenses incurred there for shall be borne and paid by all the flat owners proportionately. Similarly, the underground water storage tank and the pump if installed thereon shall be maintained and repaired at the proportionate expenses of all the flat owners.

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- iv) That the stair cases, stairways, sump with electric motor and pump thereon etc. are and shall always be the common properties for the use and beneficial enjoyment of the owners/ occupants in the said “ ----- ” and it is clearly understood by the purchaser that he is not and will not be entitled to the exclusive use of any part or portion thereof.
- v) That the responsibility of carrying out the repairs and maintenance of the **Flat** chosen by the purchaser shall wholly rest on him.
- vi) That purchaser shall abstain from doing and act, deed or things which could cause annoyance, inconvenience or obstructions to other purchasers/owners of the shops in the building “ ----- ” and shall always abide by the rules and zonal regulation of the Municipal Council.
- vii) The flat shall be used for residential purpose only.
- viii) That the purchaser shall abstain from doing any act, deed or things which will impair or damage the said building as a whole, in any manner whatsoever or carry out any alterations or changes to the **Flat** chosen by him which will damage the structural frame work of the entire building or in any manner impair the building as a whole or change the existing elevation thereof in any manner whatsoever.
- ix) That the purchaser shall always keep the said **Flat** in good repairs and heritable conditions.
- x) That the purchaser shall follow / abide by all rules and regulations framed by the association / vendors of ----- ” Violation of any rules, regulations may attract penalty as may be decided by the association/vendors.
- xi) That the purchaser shall always abide by the terms and conditions of the original lease or hereafter be imposed by any local body/ Govt. in respect of the total property plot and renewal thereof.
- xii) That the purchaser will not carry any construction without the permission of the vendors and shall not carry out any work in relation to structure which may damage the property as whole or common pipe line, sewerage lines, electrical fitting, passing through his/ her **Flat** The purchaser will not obstruct the vendors in any manner, doing further construction work, in the total property as such, in case of additional FSI is granted or sanctioned.

- xiii) The purchaser agrees that till the formation of association of “ ----- ” till that time the control and management of the “ -----” will be of the vendors. The Purchaser shall pay maintenance etc. regularly to association/vendors as may be fix by association/ vendors. The vendors shall not be liable to pay maintenance charges until their Flat are sale / rented.
- xiv) That the purchaser's share in the land shall always be undivided and purchaser shall not have any specific right in the land or in the common areas and facilities.
- xv) It is clearly understood and agreed that the purchaser shall have no right in the balance, if any, or additional/ extra F.S.I. that may now be available or that may hereafter become available at any time in the future in respect of the said plot and that the purchaser shall not obstruct or prevent the vendors from commencing, carrying on and completing such construction, in order to exhaust and deal with such additional F.S.I. in its absolute discretion. For further clarification it is hereby agreed by the purchaser that in such event the prospective purchasers of such additional built up spaces/flats/shops shall have all the rights and privileges in common areas and facilities provided in the said -----” like the purchaser hereinabove named, in such case the undivided share and interest in the said plot hereby sold shall always be subject to proportionate reduction without payment of any difference in price. It is also understood and agreed by the purchaser that all interests, rights etc. in the terrace are reserved by the vendors absolutely and that the purchaser shall have no rights whatsoever in respect of the same.
- xvi) That the purchaser has seen and gone through all the relevant documents of title relating to the total property and quality, workmanship and material of construction and has satisfied himself as to the vendors title thereto, valid and marketable and has accepted the same without any further investigation.
- xvii) That, the vendors shall be free and at liberty to allow any particular Flat purchaser to use the open space in front of said particular Flat . Similarly the vendors shall be entitled to allow any person or persons to use the terrace of any Flat to which the purchaser shall have no objection or claim of any kind whatsoever.
- xviii) The vendors shall be free to change/revise/re-revise the existing building plan or design including amalgamation or clubbing for any reason to which the purchaser shall have no objection or claim of any sort. However, the confirming party shall not make any such change/revise or re-revision so as to minimize the built up area of said “ -----” hereby agreed to be allotted and sold.

- xix) That besides the sale consideration as state above the purchaser shall also pay :- Proportionate cost, deposits, out of pocket expenses for Power Transformer and/or producing electric supply, common meter, Purchaser's meter deposit, etc.
- xx) That the possession of the said **Flat** has been delivered to the purchaser today in vacant & good conddition .
- xxi) That, the vendors shall have right to display Hoarding/ Neon-signs and erect tower on the top terrace of the complex for advertisement and the purchaser shall have no objection for such display. The electric supply of this display shall be from common meter to be installed in the complex. However, consumption charges for hoarding shall be paid by the vendors to the Association as per consumption shown in the sub-meter installed by the vendors. Electricity to the Tower will be supplied by the user at their cost and consequences by installing their own electric meter. However, the rent received from the display and Tower shall go to the vendors. Individual flat owner shall have no personal right or interest to claim proportionate rent received.
- xxii) The purchaser shall use maximum parking are matching to proportionate share in land.
- xxiii) The purchaser shall not have any right over & above ceiling & below flooring area of **Flat** .
- xxiv) The "purchaser" shall not keep or cause to keep any article, furniture, packages or objects of any kind, dustbin etc. in front of the entrance or common spaces, stairs of the said building. The purchaser hereby agrees not to make noises or any kind of pollution that may disturb other co-owners. The "purchaser" shall take extreme care about the use of musical instruments, radio, televisions, amplifiers, air-conditioners and other machines so as to not to disturb other co-owners in any manner.
- xxv) Party No.2 has taken over the possession of the ----- **Floor, Flat No-----**on "As is where is basis"
- xxvi) The Party No.2 shall not throw any garbage dirt or water on the open space or the property of the Party No.1 nor shall it use the balconies for urination to the annoyance of the flats owners and Party No.2 shall extend without any reservations such co-operation as is essential to maintain harmony and peaceful enjoyment of the holder of other flat , it shall absrain from doing any act or thing which may cause inconvenience or nuisance to the other flat owners in the said building. The purchaser shall not post any advertisement, posters, and bills of any kind in or on the building.

- xxvii) It shall be the responsibilities of the Party No.2 to provide internal electric wirings and installations as well as to obtain electric connection and meter in its own name as its own costs including temporary and or permanent meter.
- xxviii) The purchaser shall not object for use of balance land by the vender in any way in any form including commercial use.
- xxix) Party No.2 shall abstain from doing any acts, things or deeds which would cause annoyance, inconvenience or obstruction to other holder of Flat accommodation in the building nor shall it store in the Flat any combustible or hazardous goods and shall always abide by rules and regulations of government, semi government and local authorities.
- xxx) Party No.2 shall not have any right in respect of any portion of the plot or building thereon except the portion hereby sold to Party No.2 or The purchaser shall not claim any right title or interest in any space or part below the cement concrete, flooring, nor above the cement concrete slab or ceiling or three sides of the walls of Flats hereby sold. He shall only have the right to repair and white wash the lower side of roof.
- xxxi) All charges or dues payable to any government or semi government authorities consequent to transfer and or arising after the transfer of the premises including this sale shall to be born and paid by Party No.2 alongwith other holder of Flat proportionately to the area occupied in the building.
- xxxii) The purchaser shall not make any changes in the front elevation or colour scheme of the building as a whole or part thereof in any manner whatsoever.
- xxxiii) Party No.2 shall not use Open Space or common area for keeping any goods, cattle , poultry and or pet animals nor shall Party No. 2 keep or throw anything in the common Areas.
- xxxiv) It shall be responsibility of Party No.2 to clean and maintain the portion of common space which is in front of **Flat** being purchased by Party No.2 and not to make or cause to be demolish the rooms or any part thereof not any time make or cause to be made any addition or alteration of whatever nature, which would adversely affect the RCC structure of the building or any part thereof and shall keep the portion of sewers, drains pipes in the rooms upper tenants thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the rooms are situated and shall not chisel or in any other manner damage to columns beams, common walls, slabs or RCC structure or other structural members in the rooms without the prior written permission of the "OWNER"

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- xxxv) It shall be responsibility of the Party No.2 along with other holders of **Flat** to pay for Transformer charges, SLC charges, Meter Deposit and all other charges payable to MSEB for installation of Transformer, Poles, cables etc upto the building, as & when required and as demanded by the Party No.1
- xxxvi) The purchaser shall afford all necessary facilities and access above the slab of the ceiling to the vendor and his successors in title for the purpose of construction to be made for upper stories and shall in future progress of construction of upper stories or while providing water or drainage line as well as during the period when repairs white wash or colour wash and providing water or drainage line would be done in respect of the building in which the **Flat** hereby sold is situated.
- xxxvii) That for the purpose of stamp duty, the property is valued as mentioned above and the stamp duty is accordingly paid by the purchaser.
- xxxviii) That any dispute regarding or in connection with the said plot, said flat or agreement of sale and this sale deed shall be subject to courts at Ballarpur, Chandrapur only.

SCHEDULE 'A'

ALL THAT piece and parcel of land situated At Ballarpur in **Survey No. -----**, Out of it layout **Plot No.-----** Total admeasuring about -----**0 Sq. Mtr.** Tahsil Ballarpur Dist. Chandrapur, purchased by party No.1 as per registration sale deed -----respectively registered in the office of sub. registrar Ballarpur At serial No- 336,

Bounded by common boundries as under

By North : -----

By South : -----

By East : -----

By West : -----

SCHEDULE " B " HEREINABOVE REFERRED TO :

ALL THAT AREA COVERED BY THAT R.C.C. super structure comprising **Flat No-----on ----- Floor** of the building to be known and styled as“ -----**HEIGHTS** ” constructed on the land described in first schedule herein above, covering a built up area of -----**Sq. Mtr.** with undivided share land -----**Sq. Mtr.** share in the said plot.

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IN WITNESS WHEREOF the Vendors/ Owner and the PURCHASER
herein above hereto have set their respective hands and signed this SALE DEED at
Ballarpur in presence of the attesting witnesses on the day first above written.
Date _____ drafted by Mr. _____

Purchaser

Vendor

.....
Shri. _____,

.....
1) _____,

.....
2) Shri. _____,

.....
3) Shri. _____,

“ J. K. BUILDERS & DEVELOPERS, BALLARPUR ”

Partners

witness

1.....

2.....

Name:- -----

Name:-.....

Addres:- _____

Addres:- _____