Property Details : Mouza Dewai Govindpur Tukum, T. S. No. 11, Tah. & Dist. Chandrapur, **Survey. No. 6, 9, 25, Plot No. 21, Total Plot area 651.00 Sq. Mtr**

AREA : **Undivided share of land ____ Sq. Mtr. Built up area _____ Sq. Mtr.** Constructed Apartment **"Meera Residency"** on **_____ Floor Flat No. ____**

OPEN LAND RATE : **3,480/- Per Sq. Mtr. Open land rate, Construction rate RS, 17,030/- Per Sq. Mtr**.

DIVISION NO : 6.269 Chandrapur Municipal Corporation area, (Page no. 46)

Deed of Declaration No. : **CDN- 6812 -2021 Dt : 29-10-2021**

AGREEMENT TO SALE OF FLAT

Value at Rupees _____/-

(Rupees _____ Only)

Market Value Rs _____/-

STAMP DUTY Rs. _____/-

This agreement to sale of flat is made on this __th the day of _____**. 2016,** between Proprietorship having its office at C/o. Dr. Mahakulkar Hospital, Tukum, Chandrapur, represented by through its Proprietor (1) **Sau. Saroj Suresh Mahakulkar (PAN No. AHSPM 3225 G)** aged about 48 year's Occupation – Business R/o Jairaj nagar, Chandrapur. Hereinafter called as the Party No.1 Which expression shall unless repugnant to the Context or meaning thereof always mean and include the said firm and its partner their respective legal heirs legal representatives executors administrators and assignees and successors of the first part & Consenting Party.

And **_____, (PAN No. _____**) Aged about ____ Years, Occupation Service, R/o. _____, Chandrapur, Tah. & Dist. Chandrapur, hereinafter called as Party No. 2. which expression shall unless repugnant to the context or meaning thereof always mean and include the said Party No 2 as well his heirs, legal representative executors, administrator's, successors and assignees of the Third part AND

Whereas by an Agreement to sale dated _____ **th day of _____ 2022** And **_____, (PAN No. _____**) Aged about ____ Years, Occupation Service, R/o. _____, Chandrapur, Tah. & Dist. Chandrapur, entered into an agreement to sale with the Party No. 1 for the purpose of construction of multi-storyed building containing self contained residential apartment on the said plot of land upon the terms and conditions as mentioned into he said agreement, empowering and of authorizing interalia, Party No. 1 to construct multi-storyed building upon said plot as per the plan and to advertise for the sale of such various self contained apartment to be constructed.

AND WHEREAS the Party No. 1 has prepared a plan of the building proposed to be constructed and or to be developed on the said plot of land and obtained necessary sanction from Municipal Corporation Chandrapur,

AND WHEREAS the Party No. 2 has seen and approved the proposed plan subject to such modification as may be effected by building Engineer.

AND WHEREAS the party No. 2 is desirous of owning flat with _____ **Sq. Mtr.** undivided land share for residential use along with other persons under heritable and transferable rights and seen and approved the plan and specification appended as schedule "C" forming a part and parcel of this agreement and he has chosen to own and possesses **Flat No. ____ on the _____ Floor** Of The proposed building to be constructed on the said plot of land,

The Party No, 2 has agreed to provide, contribute and pay the estimated cost of the apartment chosen by him.

AND WHEREAS in the like manner some other persons have also individually agreed to purchase the Apartment with proportionate undivided right, title and interest in the said plot of land having decided to own and possess the respective apartment in the building to be constructed on the above said plot of land for the purpose of convenience of the Party No 2 Jointly with the other buyers have decided to emprise the entire construction work to one and the same builder and in pursuant to such decision the Party No 2 has agreed to entrust the entire work of construction of the proposed building to his apartment to the Party No.1 firm on the following terms and conditions:-

NOW THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) That in pursuance of the said agreement the Party No. 2 has agreed to purchase and Party No. 1 has agreed to sell **Flat No. _____ with _____ sq. Mtr.** undivided share in land on the _____ **Floor** of the building proposed to be constructed on the above said plot of land more particularly described in the schedule hereunder written and as per the specification appended here to as schedule-C.

2) That it is agreed between than party no. 1 and Party No. 2 that the purchase price of the said flat and proportionate undivided share and interest is agreed to be Rs**.** _____/- (Rupees _____ only) and a sum of Rs. _____**/-** (Rupees _____ **only**) is paid by _____ the receipt whereof hereby acknowledged by the Party No, 1 and the Balance of Rupees _____/- (**Rupees** _____ **Only**) is agreed to be paid by the Party No.2 to Party No. 1 as per manner of payment or stages of construction, before execution of sale Deed, the Party No.2 has finally chosen to own and possess the said apartment in the proposed building.

3) That the Party No. 2 has agreed to contribute and provide the entire cost of the said apartment including cost of proportionate undivided share in land and to pay the same to party No. 1 in the following manner.

MANNER OF PAYMENT

Sr. No.	Description	Amount
1.	AT THE TIME OF BOOKING	Rs, _____/-
2.	AT THE TIME OF FIRST SLAB LEVEL	Rs, _____/-
3.	AT THE TIME OF SECOND SLAB LEVEL	RS, _____/-
4.	AT THE TIME OF THIRD SLAB LEVEL	RS, _____/-
5.	AT THE TIME OF BRICK WORK LEVEL	Rs. _____/-
6.	AT THE TIME OF PLASTER WORK LEVEL	Rs, _____/-
7.	AT THE TIME OF POSESSION	Rs, _____/-
		==========
		Rs. _____/-
		==========

(Rupees _____ Only)

4) That the Party No. 2 agreed that the total cost of Apartment chosen by him is exclusive of the deposit and connection charges for electric meter And the cost of provision and installation of pump sets & common electric meter which shall be borne proportionately by the buyers.

5) That the Party No 2 has seen and approved the specification appearing in Schedule –"c" appended hereto forming the part of this agreement.

6) That the possession of the party No. 1 over the said piece and parcel of land shall remain un peached till the entire building is constructed thereof the completed in all respects and apartment therein are made available for occupation and delivered to the respective buyers including party No. 2.

7) That the party No. 1 shall be exclusively in charge of the construction Work of the proposed building including that apartment chosen by party No. 2 in all respects without any let or hindrance or interference by party No. 2or any other contractor and under no circumstances the party No. 2 shall enter into agreement of building contract with any building contractor, engineering architect or any other supervisory agency and such contract agreement if made by Party No. 2 shall be void and not at all binding upon Party No. 1.

8) That during the period of building construction the Party No.2 with previous notice and or intimation to the party No. 1 may visit the said premises and inspect of the apartment chosen by him/her with respect to the plan, specification and quality of building materials used of available on the site. After the construction Party No. 1 will not be held responsible / answerable regarding the quality of the material used for the construction.

9) That Party for the purpose of giving clear title to the apartment chosen by each buyer the Party No.1 (landowner) execute a Deed of Declaration, Dated **29-10-2021** Register No. **CDN – 6812 - 2021** in favour of the individual/buyer/ owner. The Party No.2 agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Deed of Declaration which would be essential to regulate the easements rights of the apartment owners interest.

Under Section 2 Maharashtra Apartment Ownership Act 1970.

10) That the said construction work of the proposed building shall be completed within 18 month from the date of this agreement and the same shall not be stayed or delayed by Party No 1 provided that the Party No 2 should punctually made the payment of stipulated installment towards the cost of construction of apartment chosen by him in time.

11) That the Party No. 2 hereby specifically agrees with the Party No. 1 that even after her/his taking over the actual possession of the Apartment chosen by her/his, she/he will not object or prevent or obstruct the Party No. 1 in any way, in carrying on and completing the work of other Apartment in the said building and keeping building materials on the available open land.

12) That Party No. 1 shall not be responsible for any accident on injury that may be caused to the Party No.2 or any of his/her/it family members etc, who are brought by the Party No. 2 at the construction site. The Party No. 2 has been made aware that there are possibilities of accidents at the construction sites due to the very nature of the work and such visit by the Party No. 2 or any person on his/her/its behalf shall be at their own risk and the Party No. 1 shall in no manner be responsible for any accident or any consequence arising out of such including bodily injury etc. and no compensation in any manner thereof shall be payable to the Party No 2 or anyone on his behalf entering the said premises before completion of the building.

13) That the purchaser of the family unit hereby abuse to be member of Flat owner Association that shall be formed of all byes and member for the entire **"Meera Residency"** to take care of it and maintain the common property as such water supply scheme, drainage system pump set etc, the proportionate share of all kind of expenses on account of formation of owner Association shall be borned by the purchasers till the Association comes in to existence the running expenses of common facilities & amenities shall be proportionately shared by the purchasers. The purchaser shall pay 300/- per month each towards the running expenditure for the formation of the Association for the smooth running of the business & welfare of the family units, after formation of flat owner Association it is compulsory for each member to deposit Rs. 1,000/- each in the bank account of the Association. By this deed it is made clear that the Developer is no way responsible to form Association referred above or shall not be responsible for its formation and shall not be responsible or answerable to the Association after its formation in any way or in any manner for the purpose of which the Association is formed.

So also, even if the society/ Association is not formed by the family units holder despite of this declaration even otherwise, the Developer will not be responsible or answerable to any party, in manner or for any purpose of their common use reoffered above Similarly, it is also made clear by this Deed that the Developer is also not responsible or answerable or liable for any purpose what so ever may be earlier to the execution of this Deed, and since the purchase/family unit have taken over the possession of their respective flats.

14) That the Party No. 2 shall bear all taxes, ground rent, corporation taxes and other taxes, cases, as may be levied from time to time jointly with other apartment owners.

15) That the Party No.2 in addition to the agreed consideration mentioned in clause 3 to pay the **GST** and the tax as per the provision of the Maharashtra Sales Tax on transfer of the property in goods involved in execution of works contract Act, 1985 (Reenacted) or any other tax as may be levied by the Government of Maharashtra or the central Government on the transfer of land or interest therein or on and shall always keep the party No. 1 indemnified against the same.

16) That once the apartment is handed over and or the possession was delivered to Party No 2 it will be the exclusive responsibility of Party No. 2 to maintain it jointly along with other apartment owners. After the possession party no 1 will not be responsible for maintenance of each flat or building.

17) That the Party No. 2 shall when called upon be party No.1 sign and execute all the necessary documents and instruments pertaining to the said building and the apartment chosen by him.

18) It is agree between the parties that in the event of Party No.2 committing breach of any terms and conditions herein contained this agreement shall IPSOFACTOR would come to an end the amount paid by the Party No.2 shall be refunded only after the sale of his apartment with undivided share of land to the new purchaser, And after deducting thereof from a sum of equal 10% of the agreed total cost of the apartment chosen by Party No. 2.

19) That the party No.1 shall not deliver the possession of the apartment chosen by party No.2 unless the full amount due from his is paid by the Party No.2 to Party No.1 in full and final settlement of the account of Party No.1 in terms of the provisions herein contained.

20) It is specifically agreed and understood between the parties that the arrangement of the funds for all purpose of payment to the Party No.1 in pursuance of this Agreement shall be sole and exclusive responsibility of the Party no. 2 any agreement of loan, etc., as may be made the party No.2 shall be at his own risk as to time to time of payment. Release of funds etc., and merely because the party no. 1 or the Consenting Party may co-operate with the Party No. 2 in the matter of obtaining loan, the same shall in no circumstances be constructed either as modifying the time schedule of payment of modifying in any manner the other terms of this agreement. Similarly the acceptance of any installment or part installment of payment by the party No.1 with interest for delay or otherwise shall not be deemed to be a waiver of any default committed by the party No.2 in the matter of timely payment as agreed by him.

21) It is specifically agreed that the Party No.1 shall not be responsible for the fixation any transformer or other equipments, not shall the Party No. 1 be liable to the party No.2 in any manner for the supply of electricity by the Maharashtra State Electricity Board. If the Maharashtra State Electricity Board requires the installation of transformer for the supply electricity to said building, the space required by it shall be provided out of common space/amenities of the said plot at such place as is selected by the Maharashtra State Electricity Board officials and for this the Party No. 2 Shall have no objection in any manner. The cost of such transformer and its installation/creation etc., apart from meter and other deposit shall be separately borne by the Party No.2.

22) That all the expenses on account of preparation of this agreement, printing, charges, payment of stamp duty and registration fees lawyer charges etc. payable thereon have been agreed to be borne by the Party No.2.

23) That the original of this Agreement shall remain with the Party No.1 and a duplicate thereof has been delivered to the Party No.2.

24) Change in the internal specification allowed subject to written acceptance by the Builder requisition in duplicate within 90 days from booing its written acceptance by the company and customer's written acceptance to the estimate of the extra cost and payment should be make not letter that 30 days from the date of estimate and only upon payment being made within he specified time the change in internal specifications may be allowed by the Party No. 1 no change in external specification can be allowed in any event.

25) The Party No.2 shall not without the written permission of the Party No.1, let, sub-let, transfer, convey mortgage, charges or any way encumber or deal with or dispose of his/her house/flat nor assign underlet or part with his/her interest under or the benefit of this agreement or any part thereof in the said premises until the execution of the conveyance of the entire **"Meera Residency"** in favour of the co-operative society of all the buyer members and till the Party No.2 shall have paid to the Party No.1 all the moneys payable to the party No.1 under this Agreement. it is agreed that in the event of transfer of the said premises before the execution of the conveyance as aforesaid and before payment to the Party No. 1 of the entire purchase price payable hereunder, the party No. 2 shall pay to the party No. 1 a transfer fee at the rate of three percent on the purchase price payable by the Party No. 2 to the Party No. 1 in respect of the said premises as therein mentioned.

26) That this agreement is subject to the jurisdiction of competent Civil Court at Chandrapur.

SCHDULE "A"

DESCRIPTION OF LAND TO BE DEVELOPER

All that _____ Sq. Mtr. Proportionate share i.e. right and interest in the piece and parcel of land bearing an area admeasuring **621.00 Sq. Mtr.** in sanctioned lay out **Survey No. 6, 9, 25, Plot No. 21,** T. S. No. **11**, Mouza – **Dewai Govindpur Tukum,** Tah. & Dist. Chandrapur, within the Municipal Corporation area of Chandrapur bounded as under.

Plot Bounded as follows :-

TOWARDS EAST - Layout Plot No. 20

TOWARDS WEST - Land of Survey No. 7

TOWARDS NORTH - Naharcha Patta

TOWARDS SOUTH - 15 Mtr. Layout Road

SCHDULE "B"

(DESCRIPTION OF APARTMENT AGREED TO BE SOLD)

The undivided proportionate _____ **Sq. Mtr.** of share and interest in the land described in Schedule " A'' together with all that R.C.C. Superstructure comprising of Apartment **Flat No. _____** on the _____Floor in the Complex to be known and styled as **"Meera Residency"** proposed to be constructed on the aforesaid portion of land covering a Built up Area of _____Sq. Mtr. Including Balconies, share in staircase, and other common areas. The said Apartment is bounded as under.

Flat bounded as follows :-

ON THE EAST - _____

ON THE WEST - _____

ON THE NORTH - _____

ON THE SOUTH - _____

SCHDULE "C"

S.NO.	ITEM WORK		SPECIFICATION
1.	STUCTURE	:	R.C.C. Frame Structure
2.	WALLS	:	9" & 6" inches Bricks Walls in cement motar.
3.	INTERNAL PLASTER	:	Plain Fancy Plaster .2 mm Thickness
4.	FLOORING	:	Vitrified tiles 32"*32" inches in All room.
5.	W.C.	:	Indian Style Seat,@ 300 Rs, Handle Flush and One Water tap.
6.	BATH-ROOM	:	One shower tap and one water tap @ 250 to 300/- Rs
7.	WASH-BASIN	:	One Square type near Bathroom.@ 300 Rs
8.	DOOR	:	1) Front door Frame is of teak wood & panel Is of laminated flush door. 2) All other doors Frames will be of M.S. with commercial flush door panel.
9.	WINDOWS	:	Alluminium Sliding Windows.
10.	FITTINGS	:	C.P. Metal for door & M.S. Metal for windows. door fitting @300Rs per door.
11.	KITCHEN	:	Kitchen Otta with Aluminum section with Granite top (Without Trolley will be with one stainless steel sink (Otta 12x2)
12.	LOFTS	:	R.C.C. Lofts 1'-6" in width shall Provided one in kitchen room.

13. ELECTRICAL FITTING : Approximately 3 & half Point in each room i.e.

a) One Plug point in every room.

b) One fan point in every room.

c) One fan hook in every room.

d) One light point in every room.

e) one light point in each balcony.

f) Two power points. One in kitchen and Bathroom.

14. DADOING : A dado cladding of white glazed titles shall Be provided 7 Ft height in W.C. & of 7 ft height in W.C. & of 7' height in Bathroom.

15. WATER TANK : Water reservoir tank shall be provided at The terrace.

16. STAIRCASE : landing, trades and riser.

17. WATER SUPPLY : Water supply be provided from a common Overhead tank, one direct tap will be provided in kitchen. One tap each from the over-head reservoir shall be provided in W.C. Bathroom, kitchen sink & wash basin respectively.

18. PAINTINGS : Inner & Outer surface will have colour wash and door/ windows shall be painted with oil paint.

19. POP : In Hall & Master Bedroom.

Extra : Meter & Regishtri excluding.

IN WITNESS WHEREOF the Parties to this agreement have set their hands and signed this AGREEMENT here at Chandrapur in the presence of the attesting witness on this _____th _____. day of 2021.

Baklam :- Sau. Saroj Suresh Mahakulkar

1) _____ 1) _____

_____

Sau. Saroj Suresh Mahakulkar

(PURCHASER)

Proprietor

Witnesses

1 Sign. _____

Name _____

Add. _____

2 Sign. _____

Name _____

Add. _____