Draft

AGREEMENT TO SALE OF FLAT

This agreement to sale of the flat is made at Aurangabad on this _____ day of _____2017.

B E T W E E N

1. **Dr. Kalawati W/o Kondiba Gaikwad** **Pan No. : ABBPG 4519Q**
Age: 68 Years, Occupation: Medical Profession,
R/o Gaikwad Hospital,
VIP Road, Kile-arc, Aurangabad.
through her attorney
a) Shri Ramkrishna Bapurao Kawale &
b) Shri Annasaheb Sundarrao Jogdand.

Hereinafter called as the **Land Owner …….Party of the First Part.**
(Which expression shall mean and includes his/her/their heirs, successors, executors, administrators, representatives and assignees.)

A N D

2. **M/s J.K. Builders & Developers**, **Pan No. : AAKFJ3558J**
the partnership firm having its office at
Plot No. 124, Nearby S.T. Colony
Jalgaon Highway Road, Behind
Siddhivinayak Hospital, Aurangabad,
through its partners
c) Shri Ramkrishna Bapurao Kawale
Age: 49 Years, Occupation: Business
R/o Plot no. 124, Near S.T. Colony,
Jalgaon Highway Raod, Aurangabad.
d) Shri Annasaheb Sundarrao Jogdand.
Age: 45 years, Occupation: Business,
R/o 163, Samarth Nagar, Aurangabad.

Hereinafter called as **Builder / Developer…….. Party of the Second Part.**
(Which expression shall means and includes the firm as constituted as on the date of the execution of these presents or as it may stand constituted from time to time during currency of this agreement as also includes its partners their heirs, successors, executors, administrators or assignee.)

A N D

3. **Shri. _____ S/o _____.** **Pan No. :**
Age: ____ Years, Occupation: _____
R/o _____
_____, Aurangabad.

Herein after called as **Purchaser……. Party of the Third Part.**
(Which expression shall mean and includes all his/her/their heirs, successors, executors, administrators, representatives and assignees.)

WHEREAS, the land owner is the absolute and exclusive owners of a piece of land admeasuring **13 R** out of Survey no. 193/7, admeasuring total land of **16 R** situated at Mouje Harsul, Tq., Dist. Aurangabad as particularly mentioned in the schedule no. I annexed to this agreement.

WHEREAS, the land owner decided to develop the total area of land admeasuring 13 R hence approached to the developer M/s J.K. Builders and Developers and accordingly entered into Development Agreement on 23/06/2014 and also executed Irrevocable General Power of Attorney in favor of the partners of the developer on the same day. The development agreement and general power of attorney have been duly registered with the Office of Sub-Registrar, Aurangabad on 01/07/2014 vide register day book no 5087/2014 and 5088/2014 respectively. By virtue of the said development agreement and the general power of attorney the developer has the right to sell all the units in the said building, to be constructed by the developer on the said land, and to enter into agreement with the prospective purchaser and to receive the sale price in respect thereof.

WHEREAS, the permission for construction is also obtained by the vendor from the Municipal Corporation Aurangabad in file No. 436/17/2014-15 and commencement certificate No. 1179/2014-15 on 31/03/2015 and thereby the construction as per sanction plan is being carried on the said land. The building being constructed on the above plot is known as **Kalyani Sai Swaroop**

WHEREAS the land owner through his attorney has also executed the Deed of Declaration u/s 2 of The Maharashtra Apartment Ownership Act 1970 and registered the same with the office of Sub-Registrar Aurangabad at register day book no2010/2015 on 19/08/2015 and thereby submitted the said building to the provisions of The Maharashtra Apartment Ownership Act.

WHEREAS the purchaser demanded from the developer and the developer has given inspection to the purchaser of all the documents of title relating to the said land, the development agreement, general power of attorney, the building plans, designs and the amenities in the flat and all other relevant documents. The purchaser has considered the title of the property, the plan and all other documents relevant to the apartment and being satisfied with the title and plan, requested the builder for allotment of flat ____ on _____ floor more specified in schedule - **II** along with the amenities in the said flat specified in schedule - **III** and restricted and common amenities specified in schedule - **IV** annexed to this agreement. The builder has agreed to sell said flat to the purchaser on the terms and subject to conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1] THAT, the purchaser hereby agrees to purchase from the land owner and developer and the land owner and developer hereby agrees to sell to the purchaser one flat No _____ on _____ floor having carpet area of _____ Sq. Mtrs. for the total consideration of Rs. _____/- (Rs. _____ only). Till the date of agreement the flat purchaser has paid the amount of Rs. _____/- (Rs. _____ only) to the developer and the balance amount is yet due from the purchaser.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1] THAT, the developer shall construct the said building as per the approved plan on the said land which have been seen and agreed by the purchaser with only such variations and modifications as the developer may consider necessary or as may be required by the Municipal Corporation, Aurangabad to be made in them or any of them with prior consent of the purchaser.

2] THAT, the purchaser hereby agrees to purchase from the land owner and developer and the land owner and developer hereby agrees to sell to the purchaser one flat No _____ on _____ floor having super carpet area of _____ Sq. Fts. for the total consideration of Rs. _____/- (Rs. _____ only). Till the date of agreement the

flat purchaser has paid the amount of Rs. _____/- (Rs. _____ only) to the developer and the balance amount is yet due from the purchaser.
The purchaser hereby agrees to pay to the developer the amount of unit purchase price as under:

At the time of booking of flat	10%
To be paid on or before commencement of plinth	10%
To be paid on or before commencement of 1st Slab	10%
To be paid on or before commencement of 2nd Slab	10%
To be paid on or before commencement of 3rd Slab	10%
To be paid on or before commencement of construction of walls	15%
To be paid on or before commencement of plaster	10%
To be paid on or before commencement of flooring	10%
To be paid on or before commencement of painting work	10%
To be paid on or before possession	5%
Total Rs.	100%

Till the date of agreement the flat purchaser has paid the amount of Rs. _____/- (Rs. _____only) to the developer and the balance amount is yet due from the purchaser.

3] THAT, the work of the construction of the building has been already started by the builder and it shall be completed within ___ months from the date of the agreement provided the purchaser pays the payment to the builder well in time as per the payment schedule. However if the completion is delayed due to any reason beyond the control of the builder, the purchaser shall be duly notified in this respect and accordingly, the period of construction shall be extended. The builder shall be entitled to make any modifications in the plan as deemed necessary for just and proper reason for the construction of the building.

4] THAT, the developer hereby declares that the floor space index available in respect of the said land is 1:1 only and that no part of the said floor space index has been utilized by the developer for any other purpose whatsoever. The developer reserves the right to claim for the additional floor space index which will be granted by the local authority in present time or in future time also.

5] THAT, the building constructed on the said plot shall be governed by the provisions of The Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration and in the proposed bye-laws given under the rules will be made applicable.

6] THAT, on completion of the construction of the buildings ready for use and occupancy the purchaser shall be given intimation thereto and within 15 days from the said intimation, he is bound to pay all the dues towards price of the flat and at his cost to get the conveyance deed executed and take the possession thereof from the date of receipt of information in respect of delivery of the possession and completion of the building. The purchaser is liable to pay property tax or any other taxes attributed to the unit purchased by him whether assessed separately or jointly.

7] THAT, the purchaser shall, in addition to the value agreed upon, will also be liable to pay actual electricity and water connection deposits for his unit. The purchaser is also liable to pay his share of taxes or duties imposed by the Govt. or any other competent authorities such as VAT or Service Tax, LBT etc.for the said flat. The purchaser shall also be liable to pay all the expenses required for execution and registration of conveyance in his favors, expenses for formation of association, share money and deposit.

8] THAT, the builder shall have a right to make additions, rise stories put up additional structure on flatted building as may be permitted by Aurangabad Municipal Corporation, Aurangabad or other competent authorities such additional structures and stores shall be the sole property of the builder, the right of additional FSI will remain with the builder. The builder may buy transferable development right from the competent authorities for additional structure and stores.

9] THAT, all the intimations as required under agreement, or demand necessary shall be sent by post on the above address under postal certificate to the purchaser and the said posting shall be deemed to be the sufficient service of notice. Any change in the address shall immediately be communicated by the purchaser to the developer.

10] THAT, the purchaser shall not cause any structural change in the flat purchased by him however he will be at liberty to do the interior decoration, furniture, fixtures as described by him at his own cost.

11] THAT, the purchaser agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and or government or the public authority on account of change of use of the flat by the purchaser for any purpose other than for residential purpose.

12] THAT, the purchaser shall not sub-let, transfer, assign or part with the interest of purchaser or benefit until all the dues payable by the purchaser has been paid to the developer.

13] THAT, it is agreed by and between the developer and the purchaser that in the event of purchaser requiring any change in the flat or amenities to be provided in the flat to be purchased by him, the developer may at his opinion agrees to provide the same provided that the purchaser pays the extra costs involved in advance and provided the requirements in this behalf are communicated to the developer sufficiently in advance by the purchaser before the developer undertakes that part of the construction or amenities in the flat or in the building. The developer states that he shall not undertake any alterations that will involve structural change.

14] THAT, the developer shall maintain separate account in respect of sums received by him from the purchaser as advance or deposit and in response to that he will pass on receipt of it to the purchaser. The sum received by developer from purchaser must be utilized only for the construction for which they have paid for.

15] THAT, the purchaser shall be the owner of flat he purchased and also shall have ownership, legal claim over all open space, parking space, lobbies, staircase, terrace, recreation space, common areas and amenities as declared by the land owner in the deed of declaration with proportionate share of his flat area.

16] THAT, the common areas and facilities to the premises ,the nature and description of the common areas and facilities remain as it is and no apartment owner or any other person shall bring any action for partition or division of any part of it.

17] THAT, not withstanding anything to the contrary contained in this agreement it is hereby agreed further that the terms and conditions stipulated in The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules made there under from time to time in so far they fix the responsibilities and imposed liabilities on the promoter and the flat holder will be binding on us from the date of this agreement till the time the promoters convey the lands together with building in favor or the proposed Cooperative Housing Society, or Apartment Owners Associations as the case may be.

Schedule - I

Land/Plot Details

Land admeasuring **13 R,** out of Survey No. 193/7, admeasuring total land of **16 R,** situated at Mouje Harsul, Tq. and Dist. Aurangabad bounded by

Boundaries :

On or towards East	:	Land of Sujata Sahakari Gruh Nirman Sanstha.
On or towards West	:	Land of Dhansing Dada.
On or towards South	:	Road.
On or towards North	:	Land of Sujata Sahakari Gruh Nirman Sanstha.

Schedule - II

Flat Details

Flat No.	**:**	
Floor	**:**	
Apartment Name & Address	**:**	Kalyani Sai Swaroop. Gut No. 193/7, Jalgaon Road, Beside St. John School, Harsul, Tq. & Dist.Aurangabad.
Flat Boundaries	**:**	
East	:	
West	:	
South	:	
North	:	
Carpet area of the flat	:	_____ Sq. Mtrs

Schedule - III

S p e c i f i c a t i o n s

Structure	: R.C.C. Frame structure with brick/block walls.
Door & Shutter	: Main door frame in teakwood with Decorative Laminated shutters and other doors frames in RCC with flush door shutters with C.P. fitting.
Windows	: Three track Aluminum sliding window with power coating & outside protective M.S. Grills.
Kitchen Platform	: Kitchen otta with green marble top having length 8'x 2'6" with steel sink. One kadappa rack 4'x7' in Kitchen.
Plaster	: Smooth neeru finish plaster inside and sand face cement plaster outside.
Bathroom	: Attractive antiskid flooring & color glazed tiles dado upto 7' height.
W.C.	: Indian type w/c pan with 4' height white glazed tiles dado.
Tiles	: Ceramic tiles in all rooms.
Painting	: Internal painting with oil bond distemper, door & windows with enamel paint ceiling with white wash & external painting with water proof cement paint.
Plumbing	: G.I. Pipe/ CPVC concealed fittings, shower, hot & cold mixer points in bathroom & half turn flush cock for W.C.
Electrification	: Concealed electric fitting with 3-1/2 points in all the rooms.
Lofts	: One loft in kitchen & one loft in each bedroom.
Parking	: Ample parking space.

Schedule - IV

Restricted / Common Areas and Facilities

Common Areas and Facilities for Apartment Building

1. Parking and terrace area in the apartment building
2. Stairways.
3. Underground and overhead water tanks.
4. Plumbing network throughout the building.
5. Electric wiring net-work throughout the building.
6. The foundations, main walls, columns, beams and roofs of the building.
7. Bore well and electric motors.

Common Areas and Facilities for the Project

1. Main entrance gate
2. Internal road of the project.

IN WITNESS WHEREOF this agreement is executed by the parties on the date and year herein above mentioned.

Land Owner

Signed and delivered by within named
Land Owner
Dr. Kalawati Kondiba Gaikwad. _____

Builder/Developer

Signed and delivered by the within
named builder **J.K. Builders and Developers**
through its partners

i) Shri Ramkrishna Bapurao Kawale. _____

ii) Shri Annasaheb Sundarrao Jogdand. _____

_____

Through Land owner and Builders/Developer
Special Power of Attorney Holder
Shri Anand Sundarrao Jogdand.

Purchasers

Signed and delivered by the within
named purchasers

1 _____**.** _____

2 _____**.** _____

Witness name and address

1] Signature : _____

Name :
Occupation :
Age :
Address :

2] Signature : _____

Name :
Occupation :
Age :
Address :

PLAN FOR SALE DEED OF FLAT NO. C - 8SECONDFLOOR AT KALYANI SAI SWAROOP, SITUATED AT GUT No. 193/7, JALGAON ROAD, BESIDE ST. JOHN SCHOOL, AURANGABAD.

Land Owner : Dr. Kalawati Kondiba Gaikwad.
Developer : J.K. Builders and Developers
Vendee : Sou. Surekha Bhagwat Hishobe&
Shri. Bhagwat Purushottam Hishobe.