

Urban Area Zone No. _____
Stamp Duty Paid Rs. _____/-

AGREEMENT OF SALE OF FLAT

ALONGWITH PROPORTIONATE UNDIVIDED SHARE OF LAND

Total Consideration of Rs. _____/- (Rupees _____ Only)

Earnest Amount of Rs. _____/- (Rupees _____ Only)

This AGREEMENT OF SALE OF FLAT alongwith proportionate undivided share of land is executed at Akola on this ____th day of July, 2017.

Between

Party No. 1
(Vendor)

:- A) Anilkumar Puranmal Choudhary

Aged about 49 years, Occupation : Business,
R/o. Bhagwadi, Akola, Tq. & Distt. Akola
(PAN – AABPC4756C)

B) Saurabh Kailashchandra Agrawal

Aged about 28 years, Occupation : Business,
R/o. Behind Milk Scheme, Tq. & Distt. Akola
(PAN – ATYPA7012M)

(Hereinafter referred to as Seller / Vendor / Builder & Developer which expression shall means and includes their heirs, legal representatives, successors, executors, assigns, etc.) of the FIRST PART.

AND

Party No. 2

:-

Aged about 38 years, Occupation : Service,
Permanent R/o. _____
Tq. & Distt. Akola
(PAN – _____)

(Hereinafter referred to as Purchaser which expression shall unless repugnant to the context shall mean for his executors, administrators, representatives, successors and assigns) of the TWO PART.

The Party No. 1 is an exclusive owner and in possession of the land of layout plot no.14 out of F.S.no.10 and 11 of Mouje Umarkhed Pra. Tq. & Distt. Akola, which recorded in Nazul as Nazul Plot No. 6/1+7/1+12+13+1+14 L.P. No.14 of Nazul Sheet No.68-80 area 6800 sq.ft by virtue of Regd. Sale Deed, registered at Sub-Registrar Office, Akola at document sr.no.2600/2013 dated 19-05-2012. Thereafter the Party No.1 has got sanctioned construction plan of apartment building on the above purchased land by Municipal Corporation, Akola vide

Commencement Certificate dated 04-09-2013 in case no.14/553/2012-2013. That the Party No.1 constructed apartment building “**LUXURIA**” on the above purchased plot land, which is more specifically described in Schedule-I hereunder. Thereafter the Party No.1 Vendor executed Deed of Declaration of “**LUXURIA**” and same is Registered in the office of Sub-Registrar, Akola No.3 at document Sr.No.4562 dated 14-10-2013. The Party No.1 (A) & (B) created partnership firm in the name of M/s. Basera Buildcon and therein the Party No.1 (A) & (B) are the partners as per their respective percentage of share.

WHEREAS, Party No.1 under the said partnership firm M/s. Basera Buildcon, has constructed apartment building in the name of “**LUXURIA**” on the above purchased plot land, which consists total 15 apartments and 3 shops all capable of individual utilization on account having their own exit to a common area and facility of the scheme i.e. apartment building.

WHEREAS, the Vendee / purchaser approached to Vendor / seller for purchasing **Flat No.102** situated on **First Floor** of Apartment Building named as “**LUXURIA**” constructed on the above land described in **Schedule-A** hereto.

AND WHEREAS, upon the request of the Vendee / Purchaser , the Vendor / Seller has given inspection of all the documents of title relating to the said piece of land, working plans, specification & designs of the apartment building and order of approving the buildings plan by Akola Municipal Corporation, Regd. Deed of Declaration and such other documents relating to the said property, which are in custody of the Vendor / Seller and upon such inspection the Purchasers is satisfied about the title of the Vendor / Seller over the said land as well as the authority to construct the building and sell the apartment / flat out of the same together with joint share in the common areas and facilities.

AND WHEREAS, upon such satisfaction, the Vendee / Purchaser has agreed to purchase and the Vendor / Seller has agreed to sell Residential **Flat No.102**, alongwith undivided share of land, situated on **First Floor** of the building “**LUXURIA**” for a total consideration of **Rs. _____/- (Rupees _____ Only)** on the terms and conditions hereinafter stated.

AND WHEREAS, upon personally verifying the apartment building the Purchaser is satisfied about the quality of construction, built up area, amenities and facilities in the said apartment and upon such satisfaction the Purchaser has requested the Vendor / Seller to execute an Agreement of sale of **Flat No.102** alongwith proportionate undivided share of land in his favour.

NOW THEREFORE, IT IS HEREBY AGREED AS UNDER :-

- 1) That the Vendor has agreed to sell and the purchaser has agreed to purchase a **Flat No.102** situated on the **First Floor** of the proposed building **“LUXURIA”** is constructing on the land described in Schedule-A hereto together with the proportionate share in the common areas and facilities i.e. the said piece of land described in Schedule-A hereto and joint share in the common areas and facilities of the building for a total consideration of **Rs._____/- (Rupees _____ Only)** and on the terms and conditions stated hereinafter. The Flat hereby agreed to be sold is fully described in Schedule-B hereto.
- 2) That, today out of the total agreed consideration the purchaser has paid to the Vendor by way of Earnest Money of **Rs. _____/- (Rupees _____) by cheque of _____ bearing no._____ dated _____**. Balance consideration amount of **Rs._____/- (Rupees _____)** at the time of Sale Deed on or before _____ to the Vendor.
- 3) That the Vendor is constructing building **“LUXURIA”** as per the plans and with the specifications prepared by the Vendor.
- 4) That the Flat agreed to be sold shall consist of facilities and amenities as per specification shown to the purchaser. It is hereby specifically agreed that if the Purchaser desires any other amenities other than the specification, the same may be provided by the Vendor at his absolute discretion and at the cost of the Purchaser.
- 5) That the Flat No.102 is completed and ready to use.
- 6) On receipt of total consideration mentioned hereinabove the Flat no.102 alongwith share of land, the sale deed for the same will be executed by Party No.1 and possession of the same will be handed over to the purchaser.
- 7) That the Vendor has full right to sale the said flat to other, if the purchaser will not be paid the balance consideration amount as agreed.
- 8) That notwithstanding anything contained in clause (6), default in payment on due date of amount payable by the Purchaser to the Vendor under this agreement and the purchaser committing breach of any of the terms and conditions herein contained, the Vendor shall be entitled to terminate this agreement. Upon termination of this agreement on account of any default on the part of the Purchaser, the Vendor shall be at liberty to dispose of and sell the Flat to such other

intending, purchaser and at such terms and conditions and price at the Vendor may in his absolute discretion thinks fit. Provided further that in case of such termination of contract by the Vendor all sums till then paid by the Purchaser to the Vendor under the terms of this agreement shall stand forfeited to the Vendor by way of special damages.

9) That as and when the building including the Flat hereby agreed to be sold, is completed, the Vendor shall intimate to the Purchaser and the Purchaser shall within eight days thereafter pay all the sums due and obtain sale deed and thereupon take the possession of the Flat.

10) That the Purchaser has agreed to incorporate such additional terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein but which would deem necessary or expedient to regulate the easementary rights of the other Flat owners, interest.

11) That Purchaser will have no any right to construct a structure whether permanent or temporary on the available open space left out in the said plots of land or on the Terrace of the Building.

12) That the Purchaser shall bear and pay all the taxes including the GST and the cess or any other amount made payable to / by the Central / State Government, Municipal Corporation or any local authorities in respect of this transaction.

13) That the Purchaser shall present this Agreement of Sale as well as Sale Deed at the office of the Sub Registrar for registration and the Vendor shall attend such office or such authority and admit execution thereof

14) That any delay tolerated or indulgence shown by the Vendor in performance of the terms of Agreement of Sale by the Purchaser shall not be construed as a waiver on the part of the Vendor of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser shall not the same in any manner prejudice the rights of the Vendor.

15) It will be compulsory to all the purchasers to form society under Flat Owners' Society Act as per Law. And it will be the responsibility of the society to maintain the day to day expenses of common facilities.

16) That the **Purchaser / Vendor** shall solely bear stamp duties, registration charges, printing charges, Pocket Money & Misc. expenses etc. required for the execution and registration of this Agreement of Sale as well as Sale Deed in respect of **Flat No.102.**

17) That in case the Vendor fails to execute the Sale Deed then the Purchaser may enforce this agreement by filing a suit for specific performance of contract.

18) That the Purchaser shall obtain electric connection and M. C. water tap connection to the Flat at his own costs. The Vendor shall not be liable and responsible to provide any electricity connection and M.C. water tap connection to the Flat hereby sold.

19) This Agreement shall always subject to the provisions of Maharashtra Apartment Ownership Act, 1970 and as per the provisions of Regd. Deed of Declaration.

20) That the Schedules A & B annexed to this agreement are and shall always be treated as part and parcel of this agreement.

SCHEDULE-I

All that piece & parcel of East-West divided Southern Side 6800 sq.ft., plot land out of the non-agriculture land of layout plot no.14 out of the land of F.S No. 10 & 11 which recorded in nazul as Nazul Plot No. 6/1+7/1+12+13+1+/14 L.P. No.14 of Nazul Sheet No.68-80 area 6800 sq.ft of Mouje Umarkhed Pra Tq. & Distt. Akola, within the limits of Municipal Corporation, Akola in the area popularly known as _____, Akola, which is bounded by :-

Towards East	:-	Plot No.13
Towards West	:-	Road
Towards North	:-	Hospital of Dr. Patil
Towards South	:-	Road

SCHEDULE-II

An Apartment / Flat No.102 which consists of Two Bedroom, One Hall, One Kitchen, W.C., Balconies etc., having carpet area **46.35 sq.mtrs** situated on **First Floor** of Apartment Building named as “**LUXURIA**” constructed on the land described in **Schedule-I** above and having boundaries are as under :-

To the East	—	Flat No.101
To the West	—	Road
To the North	—	Flat No.103
To the South	—	Road
To the Top	—	Flat No.201
To the Bottom	—	Shop and Parking

Alongwith proportionate undivided share in the land described in Schedule-I.

IN WITNESS WHEREOF, the parties hereto have put their signature on the day, month & year first above mentioned.

WITNESSES :-

Signatures of Party No.1 / Vendor

1. _____

A) _____
Anilkumar Puranmal Choudhary

2. _____

B) _____
Saurabh Kailashchandra Agrawal

Signature of Party No.2 / Purchaser
