AGREEMENT TO SALE

AGREEMENT TO BE ENTERED INTO BETWEEN

VENDOR/PROMOTER AND ALLOTTEE

(SEE RULE 10(1)) EXPLANATORY NOTE

This Agreement made at Amravati, this16th day of August 2017, between

Vendor/Promoter : **Shri. Ashok Satyanarayan Joshi**

[Pan No. AHUPJ 6517G]

Aged about 56 years, Occupation : Business

R/o. Devi Dhanshree Colony, Kaloti Nagar, Amravati

Tq. & Dist. Amravati. 444606

Herein after referred to as the Vendor/Promoter, which expression shall include his heirs, executors, Administrators, assignees etc. of the One Part

AND

Allottee/ Purchaser : **Shri.** ----------

(PAN No.)

Aged about - yrs., Occupation –

R/o. ----------

Herein after referred to as the Purchaser/ allottee which expression shall include his heirs, executors, Administrators, assignees etc. of the **Other Part.**

WHEREAS, the Vendor/Promoter is an absolute owner of Layout Converted plot No. 20 admeasuring 4650 sq.ft. (432 sq.mtr.) from Survey No. 7, converted into non agricultural land as per Rev. case no. N.A.P. 34/Benoda-137/2013-2014, dated 19/05/2014, of Mouje-Benoda, Pragane- Nandgaon peth, Tq. & Dist. Amravati, situated at Locality popularly known as Devi Dhanashri Colony, Kaloti Nagar, Amravati. The said property purchased by vendor /promoter from Shri. Puranlal Rewachand Hablani (HUF), Shri. Jaykumar

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Promoter, authenticated copies of extract of Village Forms VI and VII and XII relevant revenue record showing the nature of the title of the Vendor/Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans as sanctioned and approved by the A.D.T.P. Municipal Corporation, Amravati, as per building **permit No. 0497, dated 30/06/2017** proposed by the Vendor/Promoter and according to which the construction of the buildings and open space are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure-D.

AND WHEREAS the Vendor/Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Vendor/Promoter has commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Vendor/Promoter for allotment of an Apartment No..... on..... floor in wing..... situated in the building of the said Project,

AND WHEREAS the carpet area of the said Apartment is

hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs.....including Rs. .....being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1 (b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs.....

1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. ..... (Rupees ..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Vendor/Promoter the balance amount of Rs ..... (Rupees.....) in the following manner :-

i) Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Vendor/Promoter after the execution of Agreement.

ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Vendor/Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii) Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Vendor/Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Vendor/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Vendor/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Vendor/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Amount of Rs ...../-(.....) (not exceeding 95% of the total

1(h) The Allottee authorizes the Vendor/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor/Promoter to adjust his payments in any manner.

2.1) The Vendor/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2) Time is essence for the Vendor/Promoter as well as the Allottee. The Vendor/Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.) The Vendor/Promoter hereby declares that the total Floor Space Index available as on date in respect of the project land is 432.00 square meters only and Vendor/Promoter has planned to utilize Floor Space Index of 432.00 sq.mtr. and FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor/Promoter has disclosed the Floor Space Index of 432.00 sq.mtr. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter only.

4.1) If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Vendor/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1) **Procedure for taking possession** - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor/Promoter shall give possession of the [Apartment] to the Allottee. The Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of allottees, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2) The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3) **Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Vendor/Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Vendor/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

8.) The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

10) The Allottee shall on or before delivery of possession of the said premises keep deposited the amount of Rs. 1,00,000/- with the Vendor/Promoter, as per following manner :-

(i) Rs.10,000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.20,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs.5,000/- .for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.10,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs.35,000/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs.20,000/- for deposits of electrical receiving and Sub Station provided in Layout

11) The Allottee shall pay to the Vendor/Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor/Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Vendor/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13). REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee as follows:

been received or served upon the Vendor/Promoter in respect of the project land and/or the Project.

14) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Promoter as follows :-

i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the allottee shall be responsible and liable for consequences thereof to the concerned local authority and /or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable

Allottee shall permit the Vendor/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15) The Vendor/Promoter shall maintain a separate account in respect of sums received by the Vendor/Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor/Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17). VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18) BINDING EFFECT

Forwarding this Agreement to the Allottee by the Vendor/Promoter does not create a binding obligation on the part of the Vendor/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Promoter. If the Allottee(s) fails to execute and deliver to the Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the

reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25). PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter through its authorized signatory at the Vendor/Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee, in **writing** after the Agreement is duly executed by the Allottee and the Vendor/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Amravati**

26). The Allottee and/or Vendor/Promoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof.

27). That all notices to be served on the Allottee and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/Promoter by Registered Post A.D and notified Email ID/tinder Certificate of Posting at their respective addresses specified below:

..... Name of Allottee

..... (Allottee's Address)

Notified Email ID:.....

Shri. Ashok Satyanarayan Joshi - Vendor/Promoter

R/o. Devi Dhanshree Colony, Kaloti Nagar, Amravati

Tq. Dist. Amravati 444606

Notified Email ID:.....

It shall be the duty of the Allottee and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Allottee, as the case may be.

v) Necessary lights and Public water connection.

vi) Electric pump set installed for pumping water to overhead tanks and plumbing network throughout the building.

vii) Common septic tank and drainage system of the building.

viii) Compound wall and iron grill gate.

ix) Foundation, Main walls, Columns, roof of building, terrace as shown in Annexure - 'C-2'.

SIGNED AND DELIVERED BY THE WITHIN NAMED

NAME OF ALLOTTEE :

_____

Photo	Thumb Impression	Signature

NAME OF VENDOR / PROMOTER :

Shri. Ashok Satyanarayan Joshi

Photo	Thumb Impression	Signature

WITNESSES

1. _____

2. _____

ANNEXURE-A

Name of the Advocate, Ajay S. Ingle

Address: Dadaji Niwas, Yashoda Nagar No.2, Amravati 444606

Ref. No.: _____ Date: 29 /08/2017

To whom so ever it may concerned

Subject : Search and title deed verification report in the matter of property belongs to Shri. Ashok Satyanarayan Joshi.

Dear Sir,

Having been engaged by Shri. Ashok Satyanarayan Joshi, R/o, Amravati and requested for search and title verification report in respect of property, which is owned and possessed by Shri. Ashok Satyanarayan Joshi. I, Adv. Ajay S. Ingle, R/o. Amravati do hereby submit my title report as under.

DESCRIPTION OF PROPERTY

Layout Converted plot No. 20, total admeasuring 432.00 sq.mtrs. (4650 sq.ft.) from Survey No. 7-Part, of Mouje – Benoda, Pragane –Nandgaon peth, Tq. & Dist. Amravati the same is bounded as under :

Towards East : Plot No.21/A

Towards West : Plot No. 19

Towards North : Others Layout

Towards South : Layout Road

Situated within the limits of Municipal Corporation Amravati.

TITLE REPORT DETAILS OF THE TITLE REPORT

Upon verification of the Index-II register and Revenue Records and relevant documents. I find that the Field Survey No. 7-Part, total admeasuring 5 H. 71 R. of mouje -Benoda, Pragane Nandgaon peth, Tq. & Dist. Amravati was owned and possessed by Shri. Puranlal Rewachand Hablani (HUF), Shri. Jaykumar Narayandas Hemrajani (HUF), Shri. Amrutlal Suganchand Mehata (HUF) & Shri. Santoshkumar Namomal Sablani, who acquired title by virtue of registered sale deed dated 06/07/2012 registered at serial No. 3799

Thereafter I find that, aforesaid field owner has converted the aforesaid field admeasuring 2 Hec. 42 R, into non agricultural i.e. for residential purpose as per Rev.C.No. NAP-34/Benoda-137/2013-2014, That in

ANNEXURE-B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

- (Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE-E

(Specification and amenities for the Apartment),

1)	Structure	➢	R.C.C. Framed earthquake resistant structure
2)	Brick Work	➢	External wall 6" thick, Internal wall 4"thick.
3)	Plaster	➢	External walls are sand faced plastered, Internal walls are white finished plaster.
4)	Doors	➢	Laminated water proof flush Door.
5)	Windows	➢	Powder coated Aluminium sliding windows including M.S. Grill.
6)	Flooring	➢	2' x 2' Vitrified tiles flooring for entire flat.
7)	Kitchen Platform	➢	Granite Stone kitchen platform, with stainless steel sink with 30" heighted coloured glazed tiles
8)	Paint	➢	External paint- Water proof paint.