

AGREEMENT TO SELL

Flat no. _____, Josa Residency II

Plot no. 79/1

Mauza - Bhanapeth, Chandrapur

City Sr. no. 6692, Sheet no. 51

Valued at Rs. _____/-

(Rupees _____ Only)

Market Value Rs. _____/-

THIS AGREEMENT TO SELL is made and executed at Chandrapur on
this _____ day of _____ 2017;

By and Between

Acting through their power of attorney holders :

SHRI DEEP S/O SURENDRA DAVE

(PAN - AHCPD 1129 L)

Age - 35 Years, Occupation - Business,

R/o House no. 32, Balaji ward, Chandrapur,

Hereinafter referred to and called "**THE VENDOR**", which expression shall
unless repugnant to the context or meaning thereof always mean and include
the said **VENDOR**, as well as his/her/their respective Heirs, Legal
Representatives, Executors, Administrators, Successors and Assigns of the
FIRST PART;

AND

SHRI _____, aged about _____ years,
Occupation : _____ (**PAN -** _____) at present
resident _____ of

hereinafter referred to and called as "PURCHASER", which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**;

AND

M/S JOSA INFRA

A partnership firm

having its Regd. office at

Behind Vasant Bhawan, Kasturba road, Chandrapur

[Having PAN - _____]

Represented by and acting through its partner:

SHRI DEEP S/O SURENDRA DAVE

(PAN - AHCPD 1129 L)

Age - 35 Years, Occupation - Business,

hereinafter called and referred to as **The Builder / The Developer** which term shall whenever the context so admits or permits mean and include the said Developer /Builder its legal representative's, attorneys, administrators, nominees, executors and assigns of the **THIRD PART**;

[Where the context so requires, words and expressions referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.]

WHEREAS the VENDOR is the legal owner and in possession of all that piece and parcel of plot of land admeasuring 605.20 sq. mtrs with improvements made thereon situated at mauza Bhanapeth, Chandrapur, bearing City sr. no. 6692, sheet no. 51 (Old sheet no. 10, Block no. 51) bearing Plot no. 79/1, situated at Nazul mohalla Bhanapeth, within the Corporation limits of Chandrapur, Taluka and District Chandrapur more particularly described in **Schedule A** hereinunder written and for brevity referred to as '**the said property**'.

AND WHEREAS the said property is the part and parcel of all that piece and parcel of land admeasuring 706.06 sq. mtrs with improvements made thereon

situated at mauza Bhanapeth, Chandrapur, bearing City sr. no. 6692, sheet no. 51 (Old sheet no. 10, Block no. 51) bearing Plot no. 79/1, situated at Nazul mohalla Bhanapeth, within the Corporation limits of Chandrapur, Taluka and District Chandrapur, hereinafter referred to as **"the said total property."**

AND WHEREAS the said total property admeasuring 706.06 sq. Mtrs is the ancestral property now inherited by seven legal heirs of Shri Vithalrao Sakharamji Wankhede after his sad demise. Of the seven legal heirs which include two sons and five daughters, one of the two sons Shri Mahendra Vithalrao Wankhede is reported missing for more than five years and his whereabouts are not known. A police complaint in this regard is already filed by other legal heirs on 24-04-2010 with Chandrapur Police station. As such the present vendors now hold 6/7th share in the said total property admeasuring about 706.06 sq. Mtrs.

AND WHEREAS now there are six owners, shown as Vendors above, of the said property and these six Vendors have acquired the sole and discretionally undivided rights, title and interest in the said property which is described in Schedule here under written and also got the exclusive right for sale, transfer and dispose of the said property, with their respective undivided share i.e. 6/7th in the said total property (i.e. 605.20 sq. Mtrs. Out of 706.06 sq. Mtrs.)

AND WHEREAS the party of First Part was looking for suitable developer for development of the said property and upon confirming the credential and bonafides of the Developer / Builder, the Vendors decided to assign the development rights of the said property to the Developer/ Builder mentioned in this instrument as party of the Third Part. The said development agreement is duly registered in the books of Sub-Registrar Chandrapur at Sr. No. 3914 dated 4th October 2016. Of the total land the said development agreement conveys development rights in respect of 394.83 sq. Mtrs i.e. 4250 sq. Ft. excluding approach road of about 1500 sq. Ft, which is now referred to as the said property.

AND WHEREAS, the DEVELOPER hereinabove being the development right holders of the said total property, decided to develop the same into scheme of Residential complex comprising of sixteen Apartments known as "Josa Residency II" as per the building Plan sanctioned by the competent authority आयुक्त चंद्रपुर शहर महानगरपालिका चंद्रपुर vide Building permit no. 199/2016 dated 21-01-2017.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'A';

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, now the VENDOR/DEVELOPER have started the construction of flats on the STILT, FIRST, SECOND, AND THIRD FLOORS after obtaining the building Plan duly approved by the competent authority आयुक्त चंद्रपुर शहर महानगरपालिका चंद्रपुर vide Building permit no. 199/2016 dated 21-01-2017.

AND WHEREAS in order to have a clear title to all the prospective owners of each residential unit with heritable and transferrable rights therein the Vendors/Developers have submitted the property to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration and the same is duly registered in the books of Sub-Registrar Chandrapur at Sr. No. ____ dated _____.

AND WHEREAS the PURCHASER being desirous of owning an Apartment TOGETHERWITH the undivided proportionate share and interest in the said Land with heritable and transferable rights therein has approached the VENDOR/DEVELOPER and has submitted his offer to purchase the chosen apartment. The PURCHASER has also seen and approved the said plan and also specifications in accordance with which the said building is being constructed.

AND WHEREAS after detailed negotiations the PURCHASER has finally chosen to own and possess the **Apartment/ Flat No. _____ on _____ Floor** of the said Flat scheme known and styled as "**Josa Residency-II**" constructed on the said total property **TOGETHERWITH _____% undivided share** and interest therein for a total consideration of Rs. _____/- (RS. _____ only) interalia agreeing to pay, provide and contribute necessary funds for acquiring the said undivided share in Land and for meeting the cost of construction of the said **Apartment/Flat No. _____** on the following terms and conditions:

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. That, the VENDOR/DEVELOPER will sell and the PURCHASER will buy the **undivided _____ percent share** and interest in the said **Plot No. 79/1** admeasuring 534.19 sq. Mtrs or 5750 sq. ft. (out of total 706.06 sq. Mtrs or 7600.03 sq. ft.), including approach road area of 1500 sq.ft. (15 ft. Wide and 100 ft. Length from 12 ft. Road to the said plot) bearing city survey no. 6692 , sheet no. 51 (Old sheet no. 10, Block no. 51) situated at Nazul Mohalla Bhanapeth within the limits of Chandrapur Municipal Corporation, in Taluka and distt. Chandrapur **TOGETHERWITH the APARTMENT NO. _____on _____ FLOOR** of the building constructed thereon known and styled as **Josa Residency-II** covering a total **built-up area of about _____ Square Meters** and more particularly described in the **Schedule "B"** written hereunder. That the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the

Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

2. That the total price agreed Rs. _____/- (RS. _____ ONLY) of Apartment No. ____ which includes the cost of construction and for undivided _____ percent share and interest in the said total property as chosen by the PURCHASER.

3. That, the total consideration includes undivided _____ percent share and interest in land and also the cost of construction and is also EXCLUSIVE of all deposits and charges for installation of Electric and Water Meters, including installation of Transformer, if so required by the MSEB. The PURCHASER has agreed to pay the balance agreed consideration as per Payment Schedule agreed between the parties and incorporated in this instrument.

4. That, the undivided share and interest in the said plot of land hereby agreed to be sold, is free from all encumbrances of all kinds whatsoever.

5. That the competent authority आयुक्त चंद्रपुर शहर महानगरपालिका चंद्रपुर vide Building permit no. 199/2016 dated 21-01-2017. has approved the construction on the aforesaid plot of Land of a multistoried building of twelve self-contained residential apartments. The VENDOR/DEVELOPER in its absolute discretion, shall be entitled to revise/alter/modify the same, which however shall be done according to the building Bye-laws and rules governing such construction and obtaining the revised sanctioned thereto as may be advised.

6. That the period for payment of the amount of consideration of the Apartment as stipulated herein under, is the Essence of this Contract and if a delay of more than 15 days shall occur, the VENDOR/DEVELOPER shall be entitled at its own option to terminate the agreement and refund the money received by it from the PURCHASER without interest. The VENDOR/DEVELOPER may accept the amount defaulted/delayed along with interest at the rate of 18% per annum for the delayed period in each payment on the amount due. It is also specifically

understood by the PURCHASER that delay in securing Loan if any applied for by him/her/them, shall not be a ground for non payment of any of the installments on due dates.

7. That, the available open space, the common areas and common facilities as may be provided in the said building shall be for the common use of all the apartment owners and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the PURCHASER individually or jointly with any other Apartment owner or owners of the building.

8. That in the event of the PURCHASER committing breach of any of the terms and conditions herein contained, this agreement shall, at the option of the VENDOR/DEVELOPER, come to an end and the amounts till then subscribed by the PURCHASER towards the total cost of the Flat/Apartment chosen by the PURCHASER shall be refunded to him/her/them free of any interest thereon and also after deducting there from 10% (Ten percent) of the agreed total cost of the Flat by way of liquidated damages, and this agreement shall stand terminated/cancelled. In such event the VENDOR/DEVELOPER shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said apartment to any prospective / intending buyer as may be approved by him without any further notice or reference to the PURCHASER herein.

9. That the PURCHASER hereby specifically agrees with the VENDOR/DEVELOPER that even after his/her/their taking over the actual possession of the Flat chosen by him/her/them (on receipt of Possession Letter from the VENDOR/DEVELOPER only) he/she/they will not object or prevent or obstruct the VENDOR/DEVELOPER in any way in carrying on and completion the work of other Flats in the said building and keeping building materials on the available open land.

10. That the VENDOR/DEVELOPER reserves its right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said piece of land is increased at any further date and in such event, the PURCHASER shall not prevent or obstruct the

VENDOR/DEVELOPER in so utilizing and dealing with such additional F.S.I. and in such event, the prospective buyers of such additional flats/Apartments shall also have all rights of ingress, right to use the stair case and to use all other common amenities and facilities etc., as may be provided to the said building. It is specifically agreed by the PURCHASER that the percentage and undivided share in the said plot of land shall always be subject to reduction if some additional construction is made by the VENDOR/DEVELOPER and in that case, the PURCHASER shall not claim any refund of the cost/price of land. The PURCHASER further agrees that he/she/they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

11. That the PURCHASER shall individually pay all Corporation Taxes, proportionate NIT Ground Rent and Cess etc. as may be levied on the Flat/Apartment chosen by him/her/them with effect from the date of registration of the Sale Deed or from the date of his/her/their taking over actual possession thereof, which ever may be earlier for full financial year, in which he/she/they take the possession.

12. That the PURCHASER shall maintain the Front elevation, Side elevations and Rear elevation of the said building in the same form as the VENDOR/DEVELOPER constructs and shall not at any time alter said elevation in any manner whatsoever, without the prior consent in writing of the VENDOR/DEVELOPER.

13. That the actual possession of the property hereby agreed to be sold shall be delivered to the PURCHASER on receipt of full payment due under this Agreement.

14. That all expenses with respect to preparation of this Agreement, Sale Deed, including the cost of Stamp duty and registration fee, legal charges, VAT, Labour Cess, Service Tax of Central Excise & Customs and all other incidental expenses have been agreed to be borne by the PURCHASER.

15. That each Apartment owner agrees to co-operate with the other Apartment owners in the said building, if they desire to form an Association within the meaning of the Maharashtra Apartment Ownership Act' 1970 or any other law in force.

16. That even if the PURCHASER do not occupy the Apartment, he/she/they shall have to pay the monthly maintenance charges as demanded by Association so formed. This shall be binding on the PURCHASER & he/she/they shall be responsible for payment of all these charges even if he/she/they rent out the Apartment.

17. That, the PURCHASER agrees to pay to the VENDOR/DEVELOPER, Sales Tax or/& Service Tax or/& Turn Over Tax or/& any other Tax if lived by the Govt. of Maharashtra and/or Govt. of India on the cost of construction of the flat/Apartment and/or the cost of the building material used, including the Wages paid thereof and/or the cost of Land as the case may be & shall always keep the VENDOR/DEVELOPER indemnified against the same.

18. That the PURCHASER understands the agreed cost of construction does not include any liability arising out of levy of Provident fund for casual workers. Hence if any scheme of Provident fund is made applicable to casual construction workers, the proportionate liability arising out of it shall be borne and paid by the PURCHASER to the VENDOR/DEVELOPER. For this purpose, labour records available with the VENDOR/DEVELOPER or the estimates by the Architect shall be conclusive and binding upon the PURCHASER.

19. That the OWNER/DEVELOPER shall deliver the actual possession of the said Undivided _____ % share and interest in the said TOTAL PROPERTY together with Apartment No. _____ on _____ Floor hereby agreed to be sold, to the PURCHASER at the time of registration of Sale Deed. On registration of the Sale Deed pursuant hereto, the PURCHASER shall hold the said land jointly with the other co-owners thereof, the flat/apartment chosen by him/her/them absolutely with heritable and transferable rights therein.

20. That the VENDOR/DEVELOPER hereby agrees with the PURCHASER that on receipt of the balance sale price and payment of legal charges including also the cost of Stamp Duty, registration charges, payment of Sales Tax, Service Tax, Labour Cess, and all other taxes and charges that may be levied and payable at the time of registration, from her, the VENDOR/DEVELOPER will execute a proper Sale Deed relating to the Undivided share and interest in the said plot of Land and also the entire R.C.C. Super structure comprising the built-up Premises at the PURCHASER costs in accordance with the law in force. The PURCHASER also agrees to pay his/her/their proportionate contribution of charges for installation of electric transformer if so insisted by M.S.E.B. before the registration of Sale deed.

21. That on obtaining a proper Sale Deed relating to the undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the PURCHASER jointly with the other co-owners thereof. However, the flat/apartment chosen by him/her/them in the proposed building shall be owned and possessed by him/her/them exclusively, with heritable and transferable rights therein.

22. That it is understood by the PURCHASER that, the VENDOR/DEVELOPER if so desires, may place any type of Board, Neon Sign, Banner, etc. on any exterior part of the building and the PURCHASER will not object to it nor disturb it, nor obstruct it's visibility in any way. The VENDOR/DEVELOPER shall not pay nor the PURCHASER shall demand any rent etc. for any signs so displayed by the VENDOR/DEVELOPER. That, the PURCHASER shall not be allowed to display any type of signboard, banner etc. without the prior written permission of the VENDOR/DEVELOPER.

23. That it is understood by the PURCHASER that the proposed construction is heterogeneous in nature of R.C.C. and brick work and particularly described in specifications seen and approved by him. It is understood by the PURCHASER that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the

PURCHASER that on account of practical constraints there will be made an allowance of plus or minus Five percent variation in dimensions shown in sanctioned/revised/modified plan or mentioned in the agreement and no compensation shall be given to the PURCHASER for such variations nor any grievance shall be made by the PURCHASER in this regard.

24. It is understood and agreed by the PURCHASER that due to the heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, leakage or seepage of water, is likely to occur and this will not be treated as defect in construction. The cost of specialized treatment for water-proofing or stopping such leakage and seepage is not included in the cost of construction mentioned herein and if so desired by the prospective buyers the VENDOR/DEVELOPER shall execute such work, the cost of which will be borne and paid by the PURCHASER separately. It is also understood and agreed by the PURCHASER that plastered masonry and concrete are not water-proof in nature and there is a chance of leakage/seepage through them if directly exposed to rain water or any extreme wet condition. This will not be treated as defect and no compensation shall be given to the PURCHASER for such happening and the PURCHASER shall make no grievances in this regard.

25. That the VENDOR/DEVELOPER shall not be liable to pay compensation or to make good for any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the PURCHASER to the manufacturer of such items keeping the VENDOR/DEVELOPER indemnified.

26. All notices to be served on the PURCHASER shall be deemed to have been delivered and served if sent to the PURCHASER by registered post A.D. and or under certificate of posting at his/her/their address specified in this agreement & The PURCHASER undertakes to notify in writing any change in above address to the OWNER/DEVELOPER.

27. That it is agreed that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators, under Arbitration and Conciliation Act,

1996 to be appointed by the parties hereto. The decision of the Arbitrator shall be final, conclusive and binding on the parties hereto. The parties hereto agree not to approach any court of Law or Consumer Dispute Redressal Forum/Commission etc. without First availing the arbitration proceedings.

28. That all expenses on account of preparation of all kinds of all Legal documents, cost of stamp duty, registration fees and all other charges, out of pocket expenses, Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the PURCHASER.

29. That the OWNER/DEVELOPER shall make the flat ready for possession on or before _____, accordingly the PURCHASER shall make the payment of full consideration amount to the VENDOR/DEVELOPER prior to possession in the manner agreed and mentioned below and the last instalment on or before _____. Interest @ 18% P.A. shall be payable by the PURCHASER to the OWNER/DEVELOPER on the delayed period of instalments.

30. That any contractual understanding between the parties duly executed or communicated to each other shall be deemed to be an extension of this Agreement and shall be binding on both the parties.

PAYMENT SCHEDULE

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the 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 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 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 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 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 consideration) to

be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat.

SCHEDULE - A

All that piece and parcel of land bearing Plot no. 79/1 admeasuring 534.19 sq. Mtrs or 5750 sq. ft. (out of total 706.06 sq. Mtrs or 7600.03 sq. ft.), including approach road area of 1500 sq.ft. (15 ft. Wide and 100 ft. Length from 12 ft. Road to the said plot) bearing city survey no. 6692 , sheet no. 51 (Old sheet no. 10, Block no. 51) situated at Nazul Mohalla Bhanapeth within the limits of Chandrapur Municipal Corporation, in Taluka and distt. Chandrapur, more particularly marked in RED in the enclosed map attached hereto as Annexure I and bounded as under:

To the East	:	House of Shri Dilip Wankhede
To the West	:	House of Shri Bhole
To the North	:	Rajkala Takies
To the South	:	Road and remaining portion of Plot no. 79/1

SCHEDULE "B" OF THE SAID RESIDENTIAL APARTMENT REFERRED TO ABOVE

The undivided _____percent share and interest in all that piece and parcel of land described in Schedule A above TOGETHER WITH the entire R.C.C. Superstructure comprising of **APARTMENT/Flat NO. _____** covering a total **built up area of about _____ sq. Mtrs** on _____ Floor of the building constructed on the said plot of land and named and styled as **Josa Residency-II** situated at Nazul Mohalla Bhanapeth, Chandrapur within the

Corporation limits of Chandrapur Taluka and District Chandrapur, and bounded as under:

On the North	
On the South	
On the East	
On the West	

In **WITNESS** whereof **THE VENDOR/ DEVELOPER** and **THE PURCHASER** hereinabove named have hereto set their respective hands and signed on this **AGREEMENT TO SELL** at Nagpur in presence of the attesting witnesses signing as such on the day, month and Year first above written.

Through its duly constituted attorney
Shri Deep Surendra Dave
VENDOR

Witness no. 1

PURCHASER

Witness no.2

For Josa Infra

Shri Deep Surendra Dave

(Developer/Partner)

Drafted at the instructions and Documents supplied by the parties
Advocate Gopal Vanjani
Achraj Tower, Chhaoni,
Nagpur
Contact no. 9822941519