

AGREEMENT TO SALE

Agreement to Sale of **Apartment / Row House No.**_____ on ____
Floor in “__” **Building**, located at “**RAAJ SWAPNAPURTI**” Gut No.94 (P),
Situated at Tisgaon, Tq. & Dist.- Aurangabad. Actual Sale Value ` \_\_\_\_\_/- ( ` _____).

This Agreement to Sale is executed today on ____ day of ____, **20__**
at Aurangabad, between:-

1. **Mr. Bhagwat S/o, Mhatarji Magar,**
Age: 66 years, Occ.: Agri. and Business,
R/o.: Vijayshree Colony, N-5, CIDCO, Aurangabad.
2. **Mr. Hemantkumar S/o, Bimalkumar Tibrewala,**
Age: 38 years, Occ.: Agri. and Business,
R/o.: Vijayshree Colony, N-5, CIDCO, Aurangabad.

Both through their **Power of Attorney:**

Mr. Rajendra S/o, Ghewarchand Desarda
Age: 56 years, Occ.: Business,
R/o: Plot No.24, Sector-A, N-1,
CIDCO, Aurangabad.

(Hereinafter called as “**GRANTORS/OWNERS**” which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

M/s. Raaj Developers,

PAN: AAPFR9189Q, a registered partnership firm,
Registered Under the Indian Partnership Act and,
Its Registration No.AU000000386 dated- 23.12.2013,
Through: It's authorize G.P.A. Holder Partner:-

Mr. Rajendra S/o, Ghewarchand Desarda

Age: 56 years, Occ.: Business,
R/o: Plot No.24, Sector-A, N-1,
CIDCO, Aurangabad.

PAN: AGJPD4842Q

(Hereinafter called as “**PROMOTER**” which expression shall mean and include all its present and future partners their heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

Age: __ Years, Occ.: _____

R/o.: _____

PAN:

(Hereinafter called as “**ALLOTTEE/S**” which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS the property land Gut No.94 totally admeasuring 06 Hecter 17 R excluding potkharab to the extent of 81 R, and is specifically described in SCHEDULE “A” is owned and possessed by the Grantors/Owners. Which is purchased by Grantors/Owners by registered

Sale Deed dated- 10/10/2011 registered at **Day Book Sr. No. 4255/2011** at the office of Sub- Registrar Aurangabad

AND WHEREAS, the Grantors/Owners converted the said land into **non-agriculture**, as per the order of Collector, Aurangabad, **dated- 07.3.2013**, U/sec.44 of the M.L.R. Code.

AND WHEREAS, the Grantors/Owners entered in to registered **Development Agreement** in respect of the said property with **M/s. Raaj Developers** on **dated- 03.01.2015** registered at **Day Book Sr. No. 88/2015** at the office of Sub- Registrar Aurangabad And also the Grantors/Owners executed a **Irrevocable General Power of Attorney** in favour of **M/s. Raaj Developers** Through its Partners on **dated- 03.01.2015** registered at **Day Book Sr. No. 89/2015** at the office of Sub- Registrar, Aurangabad.

AND WHEREAS, construction permission in respect of said land described in Schedule "A" is obtained from the CIDCO on dated: 14.01.2015 having letter no. CIDCO/ATPO/AUR(WLJ)/2015(BP)/03 & Subsequently **Revised Permission** was obtained **dated- 14.06.2016** having **letter no. CIDCO/ATPO/BP/AUR(WLJ)/2016/43**.

AND WHEREAS, Declaration U/s.2 (A) of Maharashtra Apartment Ownership Act is executed and registered on dated: 12/03/2015 at Day Book Sr. No. 1078/2015 and **Correction to said Declaration** is executed and registered on **dated: 20/06/2016** at **Day Book Sr. No. 4189/2016**. Thereby proposed site nomenclature as **"RAAJ SWAPNAPURTI"** is submitted to the provisions of the Maharashtra Apartment Ownership Act 1970.

AND WHEREAS, the promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act,

2016 with the Real Estate Regulatory Authority at on under registration no. have been annexed and marked as Annexure F.

AND WHEREAS, Allottee/s has gone through all the above referred documents and detail contains of the same and he is also totally satisfied with the title of the property and thereafter he requested the Builders to allot the **Apartment / Row House No.____**, on **__ Floor**, in **“__” Building**, admeasuring **__ Sq. Mtr. Carpet area (As per RERA Carpet Area) As per Deed of Declaration the carpet area is ----- sq mt., attached balcony area __ sq mt., attached terrace area is ----- sq mt.** in **“RAAJ SWAPNAPURTI”** building, and which is specifically described in Schedule-B hereunder and the Builder also agreed for the same on the following terms and conditions:

1) That, the Builder agreed to sale the **Apartment / Row House No.____**, on **__ Floor**, in **“__” Building**, admeasuring **__ Sq. Mtr. Carpet area as per RERA** in **“RAAJ SWAPNAPURTI”** to the Allottee/s for the total consideration of ` \_\_\_\_\_/- ( ` _____) excluding the charges of Stamp Duty, Registration Fees, VAT, Service Tax, GST and any Government, Semi Government taxes which the Allottee/s has to paid separately out of which the Allottee/s paid the earnest amount of ` \_\_\_\_\_/- ( ` _____) to the owner as under:-

Sr. No.	Cheque No.	Bank's Name	Date	Amount
1.				
Total				` _____

As such, the “Promoter” hereby acknowledges the receipt of the same. The remaining amount of consideration of ` \_\_\_\_\_/- ( ` _____) will be paid by the Allottee/s to the “Promoter” as per as given below (As per Decided scheduled by both parties).

The Allottee/s agrees and understands that timely payment towards purchase of the said apartment as per payment plan/schedule hereto is the essence of the agreement. The Allottee/s Remaining payment scheduled as agreed by Allottee/s and Builder as follows:

- a) Amount of ` _____/- Already received as mentioned.
 - b) Amount of ` _____/- Within 8 days from the date of this Agreement (not exceeding 85% of the total consideration)
 - c) Amount of ` _____/- (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fitting, electro mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the agreement to sale of the building or wing in which the said apartment is located.
 - d) Balance Amount of ` _____/- against and at the time of handing over of the possession of the apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.
- ` _____/- Total Agreement cost excluding VAT, Service Tax, GST, Stamp Duty & Infrastructure Development Charges.

That, it is specifically agreed between builder and Allottee/s that the Allottee/s will pay lumpsum amount of ` _____/- on account of electric connection including therein proportionate service line charges as well as infrastructure development charges and maintenance of common amenities for the period of 1 year from the date of 1st possession. The said amount is agreed as lumpsum amount inspite of the fact that builder may require to incur more or less amount for said items. Apart from this amount, Allottee/s will have to pay separately Service Tax, VAT, GST and any Government, Semi Government taxes or any other charges or cess in another name if imposed on this transaction on the sale of apartment / Row House to apartment / Row House Allottee/s.

2) That the time for payment of remaining amount of consideration is treated as essential terms of this contract. Because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest **Basic Rate (MCLR) + 2 %** per annum for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter the right of Allottee/s to purchase the Apartment / Row House will automatically stand canceled without any further notice for the same and the builder will be at liberty to sell the said Apartment / Row House to anybody. The Allottee/s will be entitled only for the refund of 75% amount paid by him up to that date to the builder.

3) That the Owners and Builder hereby undertake that the Apartment / Row House under sale is free from all types of encumbrances and the builder have obtained a project loan on the said property from State Bank of India (erstwhile State Bank of Patiala). Builder hereby undertakes to clear all dues with respect to tenement under sale and obtain NOC from State Bank of India before execution of sale deed.

4) That, the work of the construction of the building will be completed by December 2018. However, if the completion is delayed due to any reason, beyond the control of the builder, the period of construction shall automatically be deemed to have been extended. If builder fails to give possession as per time line then builder will pay same interest as per clause 2 or builder and Allottee/s will decide the monthly rent till possession, for this builder issue 30 days notice to Allottee/s about the same, if Allottee/s wants interest on remaining work pending amount then Allottee/s should reply within 30 days notice period or otherwise

maximum rent Rs.4000/-(Rupees Four Thousand Only) Per Month Or (As decided at the time of agreement) per month will be adjusted in balance amount.

5) That, the construction of the building shall be in accordance with the approved plan of Town Planning Authority. But however, the builder shall be entitled to make any modification in the said plan as deemed necessary, for the just and proper for the construction of the apartment / Row House. However if there is any change in respect of the tenement under sale, the builder shall have to obtain the written consent from the Allottee/s. Similarly, if the Builder cause any deviation from the approved plan, the Builder will be liable for any action or penalty that may be imposed or taken by the Town Planning Authority.

6) That the construction of the building shall be in standard quality material. However, the specifications of the material to be used for construction of the building and particularly the tenement under sale and amenities to be provided for the same are given in Schedule-C annexed hereinafter. But, if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay the separate extra charges for the same.

7) The Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.

8) That the tenement under sale will be governed by the provisions of Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon Allottee/s. The owner and builder also entitled to execute correction to the said deed of declaration of apartment at any time.

9) That the Allottee/s will be bound to be the member of the association and he will have to pay the membership fees, after receiving completion certificate from component authority Allottee/s should take possession within 3 months time period, if Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/society.

10) That on completion of the building the Allottee/s shall be given intimation by the Builder and within a month from the said intimation the Allottee/s will have to pay all the dues towards the price of the tenement and get the conveyance/sale deed executed in his favour at his own cost and take the possession of the tenement.

11) That till the date of delivery of possession or execution of sale deed or completion of the construction of the apartment / Row House under sale, whichever occurs earlier, the Developer will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the apartment / Row House Allottee/s.

12) That the Allottee/s also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour and also share money deposits in respect of the Association.

13) DEFECT LIABILITY

13.1 Five years from the date of handing over the possession of Apartment / Row House to the Allottee/s or date of Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the Developer 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 Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

13.2 That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his apartment / Row House are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Developer shall not be responsible for any defects occurring due to the same.

13.3 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the apartment / Row Houses and the common project amenities wherever applicable.

13.4 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13.5) That, the Allottee/s after obtaining the possession of the tenement shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls or other items and thereby cause any damage to the building as a whole.

14) That all intimation required under the agreement as deemed necessary shall be sent by registered post to the Allottee/s on the

address given above and the said posting shall be deemed to be sufficient service.

15) That, Builder is entitled to carry on further construction on terrace of building by consuming remaining FSI of the property described in Schedule-A or purchase TDR or in case FSI of property is increased, and the Unit Allottee/s will have no objection for raising such further construction on terrace of the building.

16) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Developer can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.

17) If any marginal open space adjacent to the tenement, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Builder to the Allottee/s of any tenement in the building, such respective buyer and occupier of such tenement shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure thereon or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed; and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers and recover the cost of removal and damages caused to the building from such buyer. In light of this condition, the Allottee/s herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

18) That if the Allottee/s desire to obtain the possession of the apartment / Row House under sale prior to obtaining the occupancy certificate, same will be delivered to Allottee/s with the understating that the Allottee/s will not get the water connection from CIDCO or any other local authority till obtaining of occupancy certificate.

SCHEDULE "A"

All that part and parcel of the property Gut No. 94(P), Tisgaon, Tq. & Dist.- Aurangabad, totally admeasuring 6-Hector 17-R (excluding potkharab) to the extent of 81-R bounded by:

EAST	:	Remaining land of Gut no. 94 and 18 mtr. wide road,
WEST	:	Land Gut no. 90,
NORTH	:	Land Gut no. 91, 92, 93, situated at Tisgaon, Tq. & Dist. - Aurangabad and
SOUTH	:	Remaining land Gut no.94

SCHEDULE-B

Apartment / Row House No. _____, admeasuring ____ Sq. Mtr. Carpet area (As per RERA Act) on ____ Floor, in "____" Building at "RAAJ SWAPNAPURTI", constructed on the property described in Schedule "A" and the apartment / Row House under sale is bounded by:

East	:	
West	:	
North	:	
South	:	

SCHEDULE-C

Specifications of Constructions for Apartment / Row House

COMMON FACILITIES:-

- RCC Frame work structure of the buildings with external 6'' AAC Block & internal 4'' AAC Block incl. internally POP & externally sand face plaster.
- Drainage and water line work.
- Light points outside the building and the staircase/s as well as those in the common parking space.
- Water tank for the project along with water pump.
- Lift/Elevator with lift room, lift well and elevator equipments for each apartment building. (Cost of lift upto ` 6,00,000/- to ` 6,50,000/-)

(SPECIFICATION FOR THE SAID ACCOMMODATION)

TOILETS:

- Ceramic tile dado up to 7 ft. height. for bathroom & 4' height for W/C. (Cost of tiles upto ` 22/- to 25/- Per sq. ft.)
- R.C.C. Door frame with flush door. (Specification of RCC Door Frame) cost upto ` 2000/- to ` 2200/-
- Wash Basin (Simpolo brand)
- Pastel colors/white sanitary ware (Simpolo brand)
- Standard quality C.P. fitting.
- Single lever hot & cold mixer with overhead shower (cost upto ` 1500/-)
- Concealed plumbing.

KITCHEN:

- Kitchen platform with green marble.
- Stainless steel kitchen single bowl sink.(Cost upto ` 800/- to ` 950/-)
- Ceramic tile dado up to lintel level above kitchen platform. (Cost of tile upto ` 20/- to ` 25/- per sq. ft.)

UTILITY AREA:

- Washing arrangement with water line and drain.
- Ceramic tile dado up to 3 ft. height (cost upto ` 20/- to ` 25/- per sq. ft.)

FLOORING:

- 2' * 2' ceramic tiles flooring (cost upto ` 25/- to ` 28/- per sq. ft.)
- Decorative 1' * 1' ceramic tiles for terraces (cost upto ` 20/- per sq. ft.)

ELECTRICAL:

- Concealed high quality copper wiring with 1.00 sq. mm. & 1.5 & 2.5 sq. mm. wire of great white or Anchor or Polycab.
- Ample light points with Binni or Anchor or Vinay make modular switches. i.e. 3.5 point in each room.
- T.V. point in living.
- Power point in kitchen & toilet.

DOORS & WINDOWS:

- Main door-Teakwood with laminated flush door & S.S. fixture & fitting (Cost upto ` 4100/- each)
- All other doors with R.C.C. frame & commercial flush door & S.S. fitting & fixture (Cost upto ` 2000/- each)
- Three track Aluminium window with M.S. Grill. (Cost upto ` 130/- to 150/- per sq. ft.)

INTERNAL & EXTERNAL PAINT:

- Acrylic oil-bound distemper painting to walls internally. (Color Brand Asian paint / Nerolac)
- External wall painted with cement paint. (Color Brand Tulsi)

NOTE:

- The aforesaid specifications are general and subject to change as per availability of the material.
- Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.

**(LIST OF COMMON AMENITIES FOR THE SAID PROJECT & SHARED
COMMON AMENITIES)**

- Landscaped garden area with innovative features.
- Branded lift/s.
- Power back up for lift.
- Rainwater harvesting system.
- Seismic-resistant design.
- Internal concrete pathways & streetlights, water supply lines, sewerage work & septic tank

**IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON ____
DAY OF JUNE 2017 AT AURANGABAD.**

GRANTORS/OWNERS:

1. Mr. Bhagwat S/o, Mhatarji Magar,
2. Mr. Hemantkumar S/o, Bimalkumar Tibrewala,

Both through their **Power of Attorney:**

(I.G.P.A. Day Book Sr. No.89/2015 Dated- 03/01/2015)

Mr. Rajendra S/o, Ghewarchand Desarda _____

PROMOTER:

M/s. Raaj Developers,

Through: It's authorize G.P.A. Holder Partner:-

(G.P.A. Day Book Sr. No.1077/2015 Dated- 12/03/2015)

Mr. Rajendra S/o, Ghewarchand Desarda _____

ALLOTTEE/SS:

WITNESSES:

1.

2.

LIST OF ANNEXURES

ANNEXURE - A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE - B = Copies of 7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE - C = Copy of Building Permission/ Commencement Certificate.

ANNEXURE - D = Copy of the plans approved by the concerned local/planning authority.

ANNEXURE - E = Copy of floor plan of the said apartment.

ANNEXURE - F = Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority.

ANNEXURE - G = List of items that would be covered as Maintenance of the project.

DECLARATION

The Allottee/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all parties.

(ALLOTTEE/S)
