AGREEMENT TO ASSIGN

For Flat Constructed ob R+C Plot No. 463 @ Growth Center

CIDCO, Waluj Mahanagar-1 (Aurangabad)

Zone No. Rate /- Sq.Mtrs

GOVT. ASSESSED VALUE : Rs. /-

TRANSACTION VALUE : Rs. /-

This Agreement to assign hereby executed & Registered at AURANGABAD

On this th day of

IN BETWEEN

BUILDER & DEVELOPER

M/s. Astvinayak Group

Proprietor

Shri. Radheshyam Dnyanbarao Davhale

Age: -------- Years, Occupation: Business

R/o. Row House No. E-17, Sara Vaibhav,

Jatwada Road, Harsool Area, Aurangabad

[Herein after Call the "DEVELOPER of LICENSEE/ASSIGNEOR/ G.P.A. HOLDER" Which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors & assignees etc. Of the SECOND PART.]

AND

SHRI. ---------- S/o. ----------

Age: ---------- Years, Occupation: ----------

[Hereinafter called the Assignee/Sub-Lessee which expression shall unless it be repugnant to the context or meaning there of be deemed to include his hers, executors, administrators and

PARTY OF THE SECOND PART

WHEREAS, a Leasehold Rights, title and interest of the Residential-Cum-Commercial property bearing Plot No. 463, Plot area admeasuring 1199.56, square meters, situated in Gut No. 180, (part) village TISGAON at Sector GROWTH CENTER in CIDCO WALUJ, MAHANAGAR was allotted in the name of Lessee / Assignor i.e. Shri Pandurang Bhandurge & 5 others by way of allotment letter dated 16th February,2005.

AND WHEREAS by an agreement to lease have been executed with CIDCO authority on dated 16th February, 2005, Lease deed of the said Plot also been executed & registered at office of the Sub-Registrar, Aurangabad way Day Book No. 94/2008 dated 8th January, 2008.

AND WHEREAS, Residential-Cum-commercial property bearing Plot No. 463, plot area admeasuring 1199.56 square meters, situated in Gut No. 180 (part) village TISGAON at Sector GROWTH CENTER in CIDCO WALUJ MAHANAGAR is bounded as under more particularly described as SCHEDULE "A"

AND WHEREAS, the lessee/Assignor Shri Pandurang Bhandurge & 5 others hereby executed and registered a Deed of Assignment in favour of M/s. ASHTVINAYAK GROUP OF SHRI RADHESHYAM DNYANBARAO DAVHALE (PROPRIETOR) at office of the Sub-Registrar, Aurangabad by way of day book No. 2301/2010 dated 20.03.2010.

AND WHEREAS, as per the registered Deed of Assignment executed in favour of M/s. ASHTVINAYAK GROUP OF SHRI RADHESHYAM DNYANBARAO DAVHALE (PROPRIETOR) become the lessee over the said plot he has empowered to submit the building plans etc. along with the necessary charges to be paid to CIDCO Authority as a Lessee/Assignor for approval (through its consulting Engineer i.e. Shri.ANIRUDDHA NAIK (Architectural Planners, Engineers & Designers) for obtaining Commencement Certificate & Occupancy Certificate from the CIDCO Authority.

AND WHEREAS a commencement certificate for Residential-cum-Commercial property bearing Plot No. 463, Plot admeasuring 1199.56 square meters, situated at Gut NO. 180(part) village TISGAON at Sector GROWTH CENTER in CIDCO WALUJ MAHANAGAR-1 is obtained by No. 1656 dated 04.06.2010 and the detail of the Building being constructed on the above referred plot is known as "SUKHAKARTA APARTMENT "condominium with the details of the total plot area should be constructed on the said property should be given as schedule "B".

WHEREAS, the builder and developer for made and executed registered deed of declaration which is registered in the office of Joint Sub Registrar No.9397, Date 22.11.2010 Aurangabad bearing Day Book No.9055 Dated 12/12/2010 as per the said deed of declaration the name of the apartment is "SUKHAKARTA APARTMENT "

AND WHERES, all the details of Row House with shops and Flats constructed on the Plot No. 463, building namely "SUKHAKARTA APARTMENT" Apartment, area 1199.56 Sq.Mtrs, in Gut No. 180(Part) Village Tisgaon at Sector Growth Center, in CIDCO, Waluj Mahanagar-1, and Aurangabad are shown in the map approved by the Town Planning Department of CIDCO, Aurangabad.

WHEREAS, the Vendor / Lessee is having absolute possessory title over the Plot NO. 463 admeasuring 1199.56 square meters situated at Growth Centre, Waluj Mahanagar-1, and Aurangabad. And the Vendor / Lessee have given absolute right and authority to develop and deal with the Plot No. 463 more particularly stated above.

AND WHEREAS, the Purchaser/Assignee approached to the Vendor / Lessee / Developer and the builder and developer has shown all the documents of title of the Vendor / Lessee / Developer to the purchaser and the purchaser has satisfied with the title and possession of the party of the FIRST PART and the SECOND PARTY agreed to purchase / assign the Flat/Shop/Row House No. ------- (-------BHK) having carpet area ---------- sq.mtr. Built up area ---------- sq.mtr.+ Balcony and Boxes area ---------- Sq.Mtr.+Terraces ---------- Sq.Mtrs. allotted to Flat/Shop/Row House an area situated ---------- floor of the said "SUKHAKARTA APARTMENT " the details and particulars of Flat/Shop/Row House and their boundaries etc is shown in the schedule "B" for a total consideration of Rs.----------/-(Rupees ---------- only) The party of the SECOND PART / Purchaser / Assignee has paid Rs.----------/- as booking amount and paid (Rs. ---------- only) as an earnest amount. The remaining amount of consideration is to be paid as follows:

Rs.----------/-	Booking amount at the time of booking (already paid) by Cheque No.
15%	Within 15 days from the booking.
20%	At the time of plinth,
20%	At the completion of second slab,
20%	At the completion of fourth slab,
10%	At the completion of brick work
10%	At the completion of the flooring
5%	Before possession

The booking amount and earnest amount paid by the party of the SECOND PART / Purchaser / Assignee will be adjusted in the consideration amount.

The schedule of payment stated above is to be strictly followed by the party of the second part and in case the party of the second part failed to pay the amount within a stipulated period as per the schedule referred above in that case the party of the SECOND PART has to pay by way of compensation to the PART OF THE FIRST PART / Builder / Developer @ 12% per annum on the amount of due / defaulted amount.

AND WHEREAS, the party of the second part wants to obtain the financial assistance for purchase of the Flat / Shop and it is agreed that the payment of consideration is to be made through bank at the relevant time and on the basis of progress ion work, obtaining the loan from and Bank, financial institution will be the responsibility of second party, the First party will provide all necessary documents to obtain such a loan. However party of 2 parties agrees to pay the consideration amount as per schedule mentioned above irrespective of loan procedure sanctioning.

WHEREAS, the party of the second part has to observe the rules and regulation of Apartment Association and is bound to pay the maintenance charges, common repair charges, Society membership charges and other incidental charges thereto and has to observe the rules of Registered Deed of Declaration, Which flat purchase party of 2nd party has read in details.

SCHEDULE –A

Part and parcel of the property bearing R+C Plot No. 463, area admeasuring 1199.56 square meters in Survey No. 180 (part) Village TISGAON at Sector GROWTH CENTER WALUJ MAHANAGAR –I (Aurangabad) is bounded as below :

EAST	:	CIDCO GARDEN
WEST	:	18 MTR. WIDE ROAD
NORTH	:	18 MTR. WIDE ROAD
SOUTH	:	PLOT NO. 464

SCHEDULE –B

All that piece and parcel of the Flat/Shop/Row House No. -------- (---------BHK) having carpet area ---------- sq.mtr. Built up area ---------- sq.mtr.+ Balcony and Boxes area --------- Sq.Mtr.+Terraces ---------- Sq.Mtrs. allotted to Flat/Shop/Row House an area situated ---------- floor as specified in Deed of Declaration towards building namely "SUKHAKARTA APARTMENT " Apartment condominium constructed on R+C Plot No. 463 in Sector Growth Center of CIDCO Waluj Mahanagar-I (Aurangabad) are bounded as below :

Towards the East : ----------

Towards the West : ----------

Towards the North : ----------

Towards the South : ----------

HENCE, IT WITNESSES WHEREOF THE ASSIGNOR through its BUILDER & DEVELOPER & ASSIGNEE/SUB-LEESEE HAVE PUT THEIR HANDS & SIGNED ON THIS ___TH DAY OF _____ FOR EXECUTION & REGISTRATION OF THE AGREEMENT TO ASSIGN.

SIGNED & DELIVERED BY ASSIGNOR BUILDER & DEVELOPER
SHRI. RADHESHYAM DNYANBARAO DAVHALE
Proprietor

For M/s. Astvinayak Group
SIGNED & DELIVERED BY ASSIGNEE/SUB LEASEE

SHRI. ---------- S/o.----------

IN WITNESSES OF:

01. Shri. / Smt. _____

Age: _____ Year, Occ: _____

R/o. _____

02. Shri. / Smt. _____

Age: _____ Year, Occ: _____

R/o. _____