

... Draft for Discussion and Subject to approval and correction and modifications

AGREEMENT TO SALE

Flat No. ____, Building ____, "Harikunj", Gut No. 56, situated at Pharola, , Aurangabad Built Up Area: -
52.964 Sq.m., Carpet Area 49.542, Zone: - _____ Rate: - Rs. _____/- per Sq.m., Government
Valuation Rs. _____; Actual Consideration Rs. _____/-

THIS AGREEMENT to sale is made at Aurangabad on this ____ day
of _____ in the year **2015**.

BETWEEN

Shri. Deepak Radhesham Jhunjhunwala

Age :- 47 years; Occu:- Business

R/o:- Osmanpura, Aurangabad

PAN no. _____

Hereinafter called and referred to as "Promoter / Owner" (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include all his successors, heirs, executors, administrators and assigns etc.) of FIRST PART.

AND

Shri. _____

Age :- ____ yrs; Occu:- _____

R/o:- _____,

Aurangabad

PAN No. _____

(Hereinafter called as Flat Purchaser/s which expression shall mean and include his/her/ their all their heirs, successors, legal representatives, executors, administrators, and assignees.) OF THE SECOND PART

W H E R E A S

- I. The Promoter is owner of land adm. 1 H 24 R forming part of Gut No. 56 in all Adm.3 H 29 R (3 R Potkharab) assessed at Rs. 13 paisa 24 situated at Pharola, Tq. Paithan, Dist. Aurangabad.

Agreement to Sale Flat no. _____, Building No. _____ "Harikunj",

- II. The Assistant Director, Town Planning, Aurangabad vide permission No. 511 dated 26-02-2016 sanctioned layout of land adm. 1 H 24 R (12400.00 Sq. Mtr.) thereby carving out Plot No. 1 and 2, amenity plot, open space, roads etc.
- III. The Collector, Aurangabad vide his order bearing द.जा.क्र. २०१६/मशाका/जमीन-१/एनएपी-३४/मौजे फारोळा ता.पैठण/ प्र.क्र.७२/दिनांक २९-०६-'२०१६ dated 29-06-2016 has converted the user of said land adm. 12400.00 Sq. Mtrs. from Agricultural use to Non-Agricultural (Residential) Use.
- IV. The Town Planning Department, Aurangabad has granted permission to the Promoter for carrying out construction of residential housing scheme consisting of flats and row-houses over plot No. 1 adm. 7119.69 Sq. Mtrs. forming part of Gut No. 56 situated at Pharola, Tq. Paithan, Dist. Aurangabad, which is more particularly described in Schedule I hereinunder, vide permission No. जा.क्र. बांधकाम परवानगी/मौजे फारोळा /ता.पैठण/ बांध-१५०/ग.न.५६/ससंअ/२० Dated 07-01-2017.
- V. The residential housing project to be constructed on the said plot No. 1 consisting of flats and row-houses is named and styled as "Harikunj"
- VI. The purchaser intending to purchase a flat in "Harikunj" approached to the Promoter and inspected the documents relating to title of the promoter over the said plot No. 1 which is particularly described in Schedule I hereinunder, sanctioned layout, NA permission, building permission, specifications, building plan etc. and after satisfying himself about the title of the promoter and permission granted by competent authorities for carrying out construction over the said Plot No. 1, has decided to

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purchase the flat in the “Harikunj” constructed on Plot No. 1 adm. 7119.69 Sq. Mtrs. forming part of Gut No. 56 situated at Pharola, Tq. Paithan, Dist. Aurangabad.

VII. Pursuant to the discussion between the parties the purchaser has agreed to purchase flat No. _____ on _____ floor of building _____ having carpet area adm. _____ Sq. Mtrs, built up area adm. _____Sq. Mtrs. in “Harikunj”, to be constructed on Plot No. 1 adm. 7119.69 Sq. Mtrs. forming part of Gut No. 56 situated at Pharola, Tq. Paithan, Dist. Aurangabad (Hereinafter called and referred to as the said plot, which is more particularly described in Schedule II hereunder) for total consideration of Rs._____ and the Promoter has agreed to sell the said flat no.____ for the said agreed consideration to the purchaser on the terms and conditions hereinafter appearing.

VIII. The Promoter has assured and represented to the Purchaser that his title over the said 01 BHK flat no. ____ in building ____ in “Harikunj”, which is more particularly described in Schedule II hereunder is clear and marketable and free from any kinds of encumbrances and charges and in case any encumbrance or defect is found in the title of the promoter he shall be required to clear the same

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Flat Purchaser hereby agrees to purchase the above described One Bed Room, Kitchen Flat bearing Flat No. ____ in Building __, in “Harikunj” which is more particularly described in Schedule II herein below from the Promoter for total consideration of **Rs.** _____/- (Rupees _____Only), out of which the purchaser has paid an amount of Rs._____, to the Promoter as earnest amount as under:-

Sr.No	Cheque No.	Date	Amount	Bank
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TOTAL				

2. The promoter acknowledges the receipt of Rs. _____/-
(Rupees _____ Only) towards earnest amount in the manner stated as above.
3. That, the purchaser shall pay balance consideration of Rs. _____/- (Rupees _____Only) to the Promoter strictly as per the schedule of payment mentioned hereinbelow.

SCHEDULE OF PAYMENT		
Sr. no.	Percentage of payment	Particulars
		Booking amount
		Within 15 days from booking
		Completion of Plinth level of the building
		02 nd Floor Slab of the building
		04 th Fourth slab of the building
		Brick Work + Plastering of the building
		Possession of Flat
	100%	Total

4. In case, the purchaser failed to pay the consideration as per schedule, then interest @ 18 % p.a. on the delayed payment will be imposed on the purchaser only for FIRST 30 days from the due date and on expiry of the said period of 30 days the Promoter/ Vendor will be entitled to terminate the Agreement by giving 15 days notice to the purchaser to pay the consideration. In case, the purchaser fails to comply the notice the agreement shall stand terminated and the purchaser will be entitled to get only 65% amount out of the amount paid by the purchaser to the Promoter herein. This condition is the essence of this contract. On

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termination of agreement the Owner shall be at liberty to sale out the flat to any such person and at any such price as the Promoter may in its absolute discretion think fit & purchaser will have no right to obstruct the promoter in the sale of the said flat to any other third party.

5. The Specifications of the flats are more particularly described in Schedule III hereunder.
6. In addition to the consideration amount the purchaser will be liable to pay following amount to the Promoter before delivery of possession/ Sale Deed:-

Sr.No	Particulars	Amount
01	Electricity Meter	
02	Service tax	
03	VAT	
04	Legal charges	
05	Documentation fees	
06	Society Formation	
07	Master File	
TOTAL		

7. That the owners may deliver possession of the said flat to the purchaser on or about _____ provided that the Promoter shall be entitled to reasonable extension of time limit for giving delivery and completion of building in which the said flat is situated is delayed on account of:-

- (i) Non availability of steel, cement, other material, labor, water or electric supply.
- (ii) War, Civil commotion or Act of God.
- (iii) Any notice, order, rule Notification of Government and/or competent authority by which the construction is stopped and/or for any other reason or circumstances which may be beyond reasonable

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control of the Owner and in such case period of possession shall be treated as automatically extended.

8. The Purchaser along with other Purchaser of flats in the said scheme shall become members of society/association etc., if required from time to time sign and execute the application for Membership and other papers and documents necessary for becoming a Member and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser.
9. Commencing a week after notice in writing is given by the Promoter to the Purchasers that the Flat is ready for use and occupation and/or from the date of execution of Sale Deed, whichever is earlier, the Flat Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of the outgoings in respect of the said land and building/s namely, local taxes, betterment charges or such other levies by the concerned local Authority and/or Government, water charges, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of "Harikunj". It is further agreed by the purchaser that till the society/ association is formed and the maintenance of the society is handed over to ultimate body the purchaser shall pay Rs. _____ per month to the Promoter as maintenance charges from the date the flat is ready for possession or Sale Deed, whichever is earlier.
10. The row house purchasers/ Flat Purchasers in "Harikunj" will decided the amount of maintenance charges amongst themselves once the association/society is formed.

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11.The purchaser hereby agrees to pay all the taxes like Service Tax, VAT as applicable in the State of Maharashtra & all the current or future taxes whatever applicable or made applicable in future by the State Govt. or Central Govt.. If the any taxes rates change in the future & made applicable on the Flat already sold out in that situation the purchaser is liable to pay the same. The Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.

12.The purchaser shall observe and perform all the rules and regulations which the association/ society and such additions, alterations or amendment thereof that may be made from time to time or protection and maintenance of “Harikunj” and for the observance and performance of the building rules, Regulations and by laws for the time being of the concerned local authority and of government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions lay down by the association /society regarding the occupations and use of the premises and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings.

13.The purchaser shall permit the promoter and its surveyors and agents, with or without workman and others at all reasonable times to enter into and upon the said Flat and the said flat /flat or any part thereof to view and examine the state and condition thereof.

14.The flat purchaser hereby grants consent to the promoter to obtain project loan from banks and financial institutions in future for construction of group housing scheme, provided no charge is created on the unit agreed to be sold the purchaser.

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15. THAT if in case, in future area or FSI of the said land is increased for any reason, the Promoter can make further construction on the COMMON terrace of the building by obtaining prior permission from competent authority and the purchaser will have no objection for the same, **provided that the area of the flat agreed to be sold to the purchaser shall remain the same.**

16. The Purchaser for himself and with intention to bring all persons into whosoever hands the Flat may come doth hereby covenants with Promoter as follows:-

a) To maintain the FLAT at the Purchaser's own cost and keep it in good tenantable repairs and condition from the date of taking possession of the FLAT and shall not do or suffer to be done anything in or to the FLAT which may be against the rule, regulations or bye-laws of the concerned local or any other Authority or change/alter or make addition in or to the FLAT or any part thereof.

b) Not to store in the FLAT any goods which are of hazardous, combustible or dangerous nature as to damage the construction or structure of the FLAT is situated or storing of which goods is objected to by the concerned local or other Authority.

c) To carry at his own cost, all internal repairs to the said FLAT and maintain the FLAT in the good condition, state and order in which it was delivered by the Promoter to the Purchaser, and in the event of the Purchaser committing any contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof the

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concerned local Authority and/or other public Authority.

d) shall use the said flat or apartment for residential purpose and shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellor without, in every such case, the unanimous consent of all the other apartment owners in the said condominium being first obtained

e) Not to demolish or cause to be demolished the FLAT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or out the FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building and shall keep the portion, sewers, drains, pipes in the FLAT and appurtenances thereto in good tenantable repairs and condition.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said FLAT in the compound or any portion of the said land in which the FLAT is situated.

g) To bear and pay any increase in local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority over the said flat.

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h) Not to do any acts which causes interference in the use of peaceful utilization of common space to other flat owners

17. Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser and shall not in any manner prejudice the rights of the Promoters.

18. All notices to be served on the FLAT Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the address of Purchaser, by registered post at his address at :

19. The purchaser will form maintenance society/ society of flat owners and the purchaser will become member of the such society.

20. Each Flat Purchaser will be allotted parking area on the ground floor as per the norms of the planning authority and the parking will be allotted by lucky draw by the Flat Owners of the respective building in which the flat is located.

21. After the construction some times in the natural course some very minor cracks develops in the wall of the building due to elastic deformation, moisture, creep chemical reactions, earthquake, climatic changes, compressive nature of cement, thermal variations, earthquakes or any other reason both internally and externally. The purchaser will never consider this as a fault in the construction and as

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such if the purchaser wants to rectify the same then he has to do the same at his cost only.

22. Purchaser shall pay all the expenses, stamp duty and Registration Charges regarding the Registration of Agreement to Sale, Sale Deed and other documents.

SCHEDULE - I

All that piece and parcel of Plot No. 1 adm. 7119.69 Sq. Mtrs. forming part of Gut No. 56 situated at Pharola, Tq. Paithan, Dist. Aurangabad and the said plot is bounded as under:-

On Towards East
On Towards West
On Towards North
On Towards South

SCHEDULE – II

All that piece and parcel of One Bed Room, Kitchen Flat bearing Flat no. ____, on the ____ Floor, having carpet area adm ____ sqm, built-up area adm. ____ sqm, in “Harikunj” constructed over said plot described in Schedule I hereinabove and the said flat is bounded as under:-

On Towards East:
On Towards West:
On Towards North:
On Towards South:

SCHEDULE - III

Specifications of the independent flats will be as under:-

Structure A class RCC frame Structure
Masonry :- External 6” Brick Wall, Internal

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4" Brick Wall
Plaster:- External Sand faced Plaster,
Internal Sand Plaster with Neeru Finish

- Main Doors and Windows

Wooden frame with one side laminated finish
All Other door Pre Case RCC frame with flush Door.
Powder Coated Aluminum Windows
- Painting

Internal Oil Bond Distemper Paint, External Premium quality cement Paint
- Flooring

Vitrified tiles in all rooms
Will Tiles:- In bathroom upto 06 Ft.
Kitchen Will have tiles 04 Feet above Platform/ Otta
- Kitchen

Marble/ Granite Kitchen Platform/ Otta with Stainless Steel Sink
- Plumbing

Concealed Piping, Hot and Cold Water mixer in Bathroom
- Electrification

Concealed wiring with 3 ½ points in each room with one Power point in Bathroom
- Parking

Ground Floor Parking with Paver Block Fitting
- Plumbing

PVC type concealed plumbing with CP fitting

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT TO SELL
ON THE DAY AND DATE MENTIONED HEREINABOVE**

Signed and sealed by withinnamed Prmoter/Ower	Signature	Photo
Mr. Deepak Radhesham		

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Jhunjhunwala		
Signed and sealed by withinnamed Purchaser Shri. Dhananjay Ashok Sawant		
Witnesses 1.Name Address		
2. Name Address		

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