D. N. KOTGIRE (HUF)

DISHA GROUP

Date : / /2017

To,
Mr._____
Bajaj Nagar, Waluj, Aurangabad.

Subject : Allotment of Flat No._____ in Building _____ in our Project DISHA KUNJABAN-I, Situated at Land Gut No. 52/2, Wadgaon (Kolhati), Ta. & Dist. Aurangabad.

Dear Sir,

This is to confirm that the initial payment of Rs._____ /- (Rs._____ Only) by Cheque No._____Drawn on _____Bank, Dated __ /___/2017 out of the consideration amount of Rs._____/- (Rupees_____Only) is being received from you against the Flat No. _____(1/2/3 BHK / BHKT / Flat /Shop / Row House), in Building Type_____ in our Project " DISHA KUNJABAN-I", Situated at Land Gut No. 52/2, Wadgaon (Kolhati), Ta. & Dist. Aurangabad. The terms and conditions of Booking of the Flat /Shop / Row House, are defined as per the Agreement to Sale. All the terms and conditions will be binding on the customer as per the Agreement to Sale. Following are the details of the charges that will be applicable to you in addition to the above mentioned charges.

Other Charges :

1. Colony Maintenance Deposite : For 1 BHK Flats Rs. 25,000/-, For 2 BHK Flats Rs. 30,000/-
2. Electricity Connection and Meter : For 1 BHK Flats Rs. 20,000/-, For 2 BHK Flats Rs. 25,000/-
3. Legal Expences : For 1 BHK Flats Rs. 10,000/-, For 2 BHK Flats Rs. 10,000/-
4. Infrastructure Charges : For 1 BHK Flats Rs. 75,000/-, For2 BHK Flats Rs. 1,00,000/-
5. Stamp Duty, Registration Fees, GST or any Govt. Duties and Taxes are applicable at actual from time to time by the Flat Purchaser.

I hereby congratulate and Thank you for being the part of DISHA KUNJABAN-I, Welcome to DISHA GROUP!!

Regards,

Sales and Marketing Dept.
D.N. Kotgire (HUF),

Disclaimer: Price list, above Deposits, Charges, Expences, Duties, Fees and payment plan can be changed without giving any notice, and at the sole discretion of the company.

AGREEMENT TO SALE

Agreement to sale of Flat No. _____, Building ____, Disha Kunjaban-I, located at Gut No. 52/2, Situated at Wadgaon (Kolhati), Tq. and Dist. Aurangabad, the Govt. value of which Rs. _____/-(Rs. _____) and actual sale value Rs. _____/- (Rs. _____).

This agreement to sale is executed today on day of July, 2017, at Aurangabad, between :-

M/s. City Mangal Constructions,
A partnership firm, having it's
Office at 1, "Shardanand", Ajab Nagar,
Aurangabad.

Through : It's Partners :

1. Deepak s/o Govindlal Kothari,
Age : 42 years, Occup.: Business,
R/o. : 2, Dwarkapuri, Railway Station
Road, Aurangabad.

2. Pravin s/o Gangabishan Sikchi,
Age : 52 years, Occup.: Business,
R/o. : Surana Nagar, Behind Guru Nanak
Petrol Pump, Jalna Road, Aurangabad.

(Hereinafter called as 'GRANTORS/OWNERS', which expression shall mean, includes all their heirs, successors, representatives, executors, administrators & assignees etc.)

AND

Devanand s/o Narayanrao Kotgire (HUF)
Age : 49 years, Occup.:Business,
R/o. : Plot No. 2 & 3, Disha Cloud'9 Agrawal Estate,
Shahanoorwadi, Aurangabad.

(Hereinafter called as 'BUILDER/DEVELOPER, which expression shall mean, includes all his heirs, successors, representatives, executors, administrators & assignees etc.)

IN FAVOUR OF

Mr. _____S/o _____,

Age : _____, Occupation :- _____

R/o.: _____,

(Hereinafter called as "Purchaser/s which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees).

WHEREAS, the property land Gut No. 52/2, totally admeasuring 11 Hector 47 R (28 Acres 14 Guntha) (including Potkharab of 6 R.), L.Rs. 10.59 Paisa, to the extent of 3 Hector 52.5 R., i.e. 8 Acres 32.50 Gunthas, situated village Wadgaon (Kolhati), Tq. & Dist. Aurangabad, is owned and possessed by the Owners and it purchased the same under the registered sale-deed dated 24.12.2010, registered at Sr.No.10504 at the Office of Sub-Registrar, Aurangabad.

AND WHEREAS the OWNER obtained N/A permission in respect of 15805.50 sq. mtrs. land from Collector, Aurangabad wide order No. 2012/MASHAKA/JAMIN-1/NAP-34/MAUJE WADGAON KOLHATI Tq. Aurangabad/PRA./KRA./16, DATED 07/04/2012.

AND WHEREAS, the OWNER decided to develop the western 1 Hector 76.25 R., portion out of the land purchased by it and which is specifically described in Schedule "A" hereunder and accordingly, it entered into registered development agreement in respect of the same at Sr.No.7799 on dated 15.10.2011, with Devanand Narayan Kotgire (HUF) and consequently, they also executed the registered power of attorney in favour of the Developer at Sr.No.7800 on the same date.

AND WHEREAS, the Developer obtained the construction permission from CIDCO Authority on dated 29.6.2012, in File No. CIDCO /ATPO /BP/AUR(WLJ)/2012(BP)/106, and revised construction permission is also obtained from CIDCO Office on dated 16.05.2014, in File No. CIDCO /ATPO / AUR(WLJ)/2014(BP)/20, and further the file for revised construction permission is also submitted to the Town Paining Authority and it is pending.

AND WHEREAS, Declaration U/Sec.2-A of Maharashtra Apartment Ownership Act is executed and registered at Sr. No. 2844 dated 16/04/2013 at the Office of Sub-Registrar Aurangabad and thereby the Proposed site nomenclature as "Disha Kunjban-I" is submitted to the provisions of Maharashtra Apartment Ownership Act and in accordance with the above referred revised construction permission, deed of correction to the declaration is executed and registered at Sr. No. 6763 on dated 10.12.2014 and further in accordance with the submission of file for revised construction permission, another deed of correction to the declaration is executed and registered on dated 24/07/2017 at Sr. No. 3120 at the Office of Sub-Registrar, Aurangabad.

AND WHEREAS as per the declaration and correction Deed there to as stated above there are 4 phases of Disha Kunjban – I, First Phase consist of apartment wings A – 1, A – 2, A – 3, B – 1 and B -2. Second Phase consist of apartment wings C – 1, C – 2, C – 3 and C – 4. Third Phase consist of apartment wings D – 1, D – 2, D – 3, D – 4 and D – 5. Fourth Phase consist of apartment wings B – 3, B – 4, C – 5, C – 6, D – 6, D – 7 and D – 8.

AND WHEREAS the details of units in each of the buildings, floors of each of the buildings, general common amenities and facilities as well as restricted common amenities and facilities and the contribution to be paid by each of the flat purchaser for maintenance of common amenities and facilities is specifically mentioned in the deed of declaration and Correction thereto as stated above.

AND WHEREAS in view of the Development Agreement referred above, the owners also executed the registered Power of Attorney in favour of the promoter thereby exclusive rights to sell the apartment in the buildings to be constructed by the promoter and as such promoter is entitle to execute this agreement and receive the sale consideration in respect thereof.

AND WHEREAS the Developer entered into standard agreement with an Architect registered with council of Architect and such agreement is as per the agreement prescribed by the Council of Architect.

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

AND WHEREAS the Developer is going to register the project under the project of Real Estate Regulatory Authority Act with the Real Estate Regulatory Authority.

AND WHEREAS the Advocate of the promoter also issued title certificate in respect of the present project and copy of the said title certificate is annexed hereto, along with the copy of P.R. Card record in respect of property where the apartment building is being constructed and they are **annexures as A and B.**

AND WHEREAS the authenticated the proposed constructions plan of the buildings are **annexures C-1**.

AND WHEREAS the copy of the plan of Apartments under sale is annexures hereto and marked as **Annexure D.**

AND WHEREAS the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elevations, sections and of the said building and shall obtain the balance approval from various authorities from time to time so as to obtain occupancy certificate of the said building.

AND WHEREAS, purchaser has gone through all the above referred documents and detail contains of the same and also the construction plan, layout plan and plan of the apartment and being totally satisfied with the same requested the Builder to allot the Flat No._____, on _____ Floor, having _____ Sq. Mtr. Carpet area and Built up area admeasuring _____ Sq. Mtr. in "_____" building, at the site Disha Kunjban – I and which is specifically described in Schedule-B hereunder and the Developer/Builder also agreed for the same on the following terms and conditions.

1) That, the Builder agreed to sale the Flat No. _____, on _____ Floor, having _____ Sq. Mts. Carpet area and Built up area admeasuring _____ Sq. Mtr. in "_____" building, at the site Disha Kunjban – I to the purchaser for the total consideration of Rs._____ /- (Rupees. _____ only) out of which the purchaser paid the earnest amount of Rs. _____/- (Rs. _____ only) to the Builder as under :-

Sr.No.	Cheque Number	Bank's Name	Date	Amount

As such, the Builder hereby acknowledge the receipt of the same. The remaining amount of consideration of Rs._____/- (Rupees _____ only) will be paid by the purchaser to the Builder as under :-

Stage of Construction	Amount
Start of plinth	
Start of RCC	
Start of Brick work	
Start of internal Plaster	
Start of Flooring	
On possession	

2) That the above said consideration is excluding the taxes (consisting of tax paid or payable by the promoters by way of value added tax, service tax, cess, GST or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by promoter as well as any other tax imposed on this transaction by any Government or Authority) up to the date of handing over the possession of the apartment.

3) The total price is escalation free, save and except escalation / increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges, which may be levied or imposed by the competent authority i.e. local bodies / government from time to time. The promoter undertake and agreed that while raising a demand to the purchaser for increase in development charges, costs or levies imposed by the competent authorities etc., the promoter shall enclose the said notification/ order / rules, regulation published / issued in that behalf to that effect along with the demand letter being issued to the purchaser.

4) That the purchaser shall on or before obtaining possession of the apartment keep deposited with the developer following amount.

i) Rs._____ /- for share money, application entrance fees of the society and association of apartment.

ii) Rs._____/- for formation of Association & Society and registration of the society.

iii) Rs._____/- for share of taxes and other charges/ levies in respect of the Society and Association of Apartment.

iv) Rs._____/- for deposit towards provisional monthly contribution towards outgoing of the Society and Association.

v) Rs._____/- for deposit towards water, electric & other utilities and service connection charges and ;

5) The purchaser shall pay to the promoter a sum of Rs._____/- for meeting all legal costs, charges and expenses including professional cost of Advocate of the promoter in connection with formation of the said Society and Association of Apartment and for preparing its rules, regulations and byelaws and the costs of repairing and engrossing the conveyance.

6) At the time of registration of the Association of the building or common areas and facilities of building to the Association of the Apartment, the purchaser shall pay to the promoter, his share of stamp duty and registration charges payable by the said Association of Apartment on such registration or any other documents or instrument of transfer in respect of the structure of the building or common areas and facilities.

7) That the Developer shall confirm the final carpet area that has been allotted to the purchaser, after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing the details of the changes if any in carpet area, subject to a variation gap of 3%. The total price payable for the carpet area shall be re-calculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by the allottee within 45 days if there is any increase in the carpet area allotted to allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate of per sq. meter as agreed in this agreement.

8) The purchaser hereby authorize the promoter to adjust/ appropriate all payment made by him under any heads or dues against lawful outstanding, if any in his name, as the promoter may in its sole discretion deems fit and the purchaser undertakes not to object/ demand/ direct promoter to adjust his payment in any manner.

9) The promoters hereby agree to observe, perform and comply with all these terms, conditions, stipulations and restrictions if any which have been imposed or may be imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall before handing over the possession of the apartment to the purchaser obtained from the concerned local authority, occupancy/completion certificate in respect of the apartment.

10) Time is essence for the promoter as well as the purchaser. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the purchaser and the common areas and facilities to the Association of Apartment, after receiving occupancy or completion certificate. Similarly, the purchaser shall make timely payment of the installment and other dues payable by him/ her and meeting the other obligations under the agreement subject to simultaneous completion of construction by the promoter as stated above.

11) If the promoter fails to abide by the time schedule for completing the project and handing over the apartment to the allottee the promoter agrees to pay to the allottee who does not intend to withdraw from the project, interest as specified in the rule on all amount paid by the allottee for every month of delay till the handing over of the possession. Similarly allottee also agrees to pay to the promoter, interest as specified in the rules on all the delayed payments which may become due and payable by the allottee to the promoter under the terms of this agreement from the date of said amount payable by the purchaser to the promoter, till the date of actual payment.

12) Without prejudice to the right of promoter to charge interest as stated above, on the allottee committing default in payment on the due date under this agreement (including his proportionate share of the taxes levied by the concerned local authorities and other outgoings) and on the purchaser committing default of payment of installment, the promoter shall at his own option may terminate this agreement. Provided that the promoter shall give notice of 15 days in writing to the purchaser by R.P.A.D. at the address mentioned above and mail at the e-mail address provided by the allottee, of his intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement. If the allottee fails to rectify the breach or breaches mentioned by the promoter within the period of notice, then at the end of such notice period, promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the allottee, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the promoter) within a period of 30 days from the termination, of the installment of sale consideration of the apartment which may till then have been paid by the allottee to the promoter.

13) That, if the allottee after this agreement desire to cancel this agreement for any reason of whatsoever nature then, he will be entitled for refund of only 75% amount paid by him to the promoter till that time, after deducting the amount if any due to him. The said amount will also be refunded without any interest and after having the agreement of the same unit by the promoter with any new purchaser.

14) The promoter shall give possession of the apartment to the allottee on or before _____. If the promoter fails to give possession of the apartment to the allottee on account of reasons beyond his control and of his agent, by the aforesaid date then the promoter shall be liable on demand to refund to the allottee the amount already received by him in respect of the apartment with interest at the rate specified in the rules from the date the promoter received the sum till the date the amount with interest is repaid, subject to the aforesaid clause. Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of the building, in which the apartment is situated is delayed on account of (i) War, civil commotion or act of God; (ii) any notice, order, rule, notification of the government or other public or competent authority/ court.

15) The 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/plot) 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 promoter shall give possession of the (apartment/plot) to the allottee. The 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 promoter. The allottee agree(s) to pay the maintenance charges as determined by the promoter or association of allottees, as the case may be. The promoter on its behalf shall offer the possession to the allottee in writing within 7 days of receiving the occupancy certificate of the project.

16) 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;

17) That upon receiving a written intimation from the promoter as stated above, the allottee shall take possession of the apartment/plot from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the promoter shall give possession of the apartment/plot to the allottee. In case the allottee fails to take possession within the time provided as above. Such allottee shall continue to be liable to pay maintenance charges as applicable.

18) 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 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 promotor 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 promoter compensation for such defect in the matter as provided under the Act.

19) The allottee shall use the apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

20) The allottee along with other allottee(s) of apartments in the building shall join in forming and registering the Society or Flat Owners Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of Flat Owners Association and for becoming a member, including the bye laws of the proposed association and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the promoter to the allottee, so as to enable the promoter to register the common organization of allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft byelaws of Society or Flat Owners Association as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.

21) The Promoter shall, within three months of obtaining the completion certificate cause to be transferred to the Society or Flat Owner's Association all the right, title and the interest of the Original Owner/Promoter in common areas and facilities of the building.

22) The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.