AGREEMENT TO SALE

Zone No. 5.100	:-	**Rs. 30100/- per Sq. Mtr.**
Govt. Valuation	:-	**Rs. 27,66,000/-**
Actual Consideration	:-	**Rs. 22,51,000/-**

Agreement To Sale of Apartment No. **11**, admeasuring. **51.837** Sq. M. At **Stilt Second Floor** in a proposed building **"Vastu-Pratibha Residency"** situated at, Plot of non agricultural land, Plot No. 02, Gut No. 24, admeasuring about 866.25 Sq. M., Itkheda, Taluka and Disstrict Aurangabad.

This deed of Agreement To Sale is executed on this 09 th day of Dec-**2016**

BETWEEN

1. **Dr. Mr. Anand S/o Amrutrao Deshpande (HUF)**
   Age : 54 years, Occ: Doctor,
   R/o :- Goda Nursing Home, Mohammad Ali Road, Nanded

2. **Dr. Mr. Deepak S/o Anantrao Waghmare,**
   Age :- 58 years, Occ:- Doctor,
   R/o:- Waghmare Hospital, Baba Nagar, Nanded

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That on request of Plot Owners / Party Of First Part, the Builder /Developers Party Of Second Part on priority basis has assured to initiate the construction in full swing, after getting the revised construction permission. However as the revised construction permission / commencement certificate has been delayed at the end of Municipal Corporation, Aurangabad the construction and completion of the project has been delayed. Still the period of more than 18 months is required, the Builder / Developer has agreed to complete the project by completion of 18 months and accordingly the Plot Owners / Grantor Of First Part has executed and registered the deed of confirmation in favor of the Builder /Developer Party Of Second Part and thereby given the extension of 18 months for the completion of project commencing from date of registration of deed of confirmation bearing daybook serial No. AGG – 5 – 4533 dated 06/07/2015.

AND WHEREAS the Builder /Developer is constructing residential building over the said plot known as **"Vastu Pratibha Residency"** Apartments condominium and all apartments are capable of individual utilization on account of having their own exit to a common area and facility of the building The said apartments will be sold to one or more owner/s and each apartment constituting a heritable and transferable rights in immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as "**Family Unit**") and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed in deed of declaration, necessary for their adequate use and enjoyment and hereinafter referred to as a "general and/or restricted common areas and facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the purchaser/s have gone through all the above referred documents, and also other ownership title documents of the Vendor & development rights of Builder /Developer and after being fully satisfied about the title and the plan approved by the Corporation, requested the Vendor & Builder /Developer to sell **Apartment No. 11** which is specifically described in **Schedule-"B"** hereunder and the Vendor with the consent of Builder / Developer has agreed for the same (as the said apartment is allotted exclusively to Builder/Developer and accordingly only the Builder / Developer has the sole right to deal with the same and accept the consideration) on the following terms and conditions.

NOW THIS DEED OF AGREEMENT TO SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

01. That the Plot Owners with the consent of Builder / Builder/Develop (as the said apartment is allotted exclusively to Builder / Builder/Develop and accordingly the builder / Builder/Developer has the sole right of accepti the consideration against the same) has agreed to sell the Apartment No.1 admeasuring **51.837** Sq.M., on **Stilt Second Floor** in **"Vastu Pratib Residency"** Apartments condominium to the purchaser /s for the to consideration of Rs. 22,51,000/- (Rupees Twenty two Lac Fifty-O Thousand Only). The said amount is exclusive of Stamp Duty, Registrat Charges, LBT, MVAT, Service Tax, One Time Maintenance charges, Le Documentation charges, Electricity meter Charges.

That out of aforesaid total consideration amount of Rs. 22,51,0 (Rupees Twenty Lac Thirty-One Thousand Only) the purchaser/s has paid amount of Rs. 10,51,000/- (Rupees ten Lac Fifty One Thousand Only) Cheque No. 403261 of amount 2,50,000/- dated 06/06/2016 & Rs. 2,01,0

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the other hand the layout is sanctioned as "suggested layout" by Aurangabad Municipal Corporation Sr. No. 4363 dated 27/09/1992.

AND WHEREAS, the present Owners / Party of First Part have decided to develop the said plot of non agricultural land bearing Plot No. 02 admeasuring 866.25 Sq. M., Gut No. 24/P, Itkheda, Tq. & Dist. Aurangabad by constructing building/s having consists of residential apartments.

AND WHEREAS the Plot Owners / Party of first part were desirous to develop the aforesaid plot by constructing the residential apartments on the aforesaid plots as such they have entered in to development agreement with Vastu Pratibha Developers & Builders i.e. Developer/Builder Party of second part, registered at daybook serial No. AGG – 5 - 9097/2011 dated 05/12/2011 and the said development agreement is coupled with the registered irrevocable General Power of Attorney bearing daybook serial No. AGG – 5 - 9098/2011 dated 05/12/2011. That according to the aforesaid development agreement the Developer/Builder Party of Second has allot on ownership basis **31.5%** out off total constructed Built up area to Plot Owners and the Builder / Developer shall be entitled to retain **68.5%** out off total constructed Built up area. Further the Builder / Developer has paid the amount as agreed in said development agreement from time to time till date and the Party of First Part acknowledged the receipt of the same.

The said plot was sanctioned under "Suggested Layout" as commercial cum residential and accordingly the plan of the proposed commercial Cum residential building has been submitted to competent authority i.e. Aurangabad Municipal corporation (AMC) & as instructed by Municipal Corporation to Architect, the plan has been modified to residential only and Aurangabad Municipal Corporation sanctioned the building plan & issued the Commencement certificate vide Book No. 118/17/2011-12, License No. 399/13-14 dated 10/09/2013.

WHEREAS as discussed by and between Party of First Part and Second Part that, instead of constructing six units on one floor according to original sanctioned plan, it should be revised as four units on each floor and accordingly plan is revised & got sanctioned from competent authority including the area of the TDR admeasuring 346.50 Sq. M. purchased meanwhile by Builder / Developer in the name of Plot Owners by virtue of registered deed of transfer of development rights registered at daybook serial No. AGG – 2 – 0852 dated 29/01/2014 and thereafter the original construction permission is revised File No. 213/2015-16 and Order No. 756/17/2013-14 dated 25/06/2015 and the present construction permission / commencement certificate is final plan as on date. Accordingly the deed of declaration is executed and registered and the proposed construction of the said building namely **"Vastu Pratibha Residency"** has been submitted to the provisions of Sec. 2 Form "A" of The Maharashtra Apartment Ownership Act, 1970, registered at daybook serial No. AGG – 5 – 4534 dated 06/07/2015. In the said deed of declaration it has been clarified that the Apartment No. 06 & 09 allotted in the exclusive share of Owner No. 01, Apartment No. 03 & 16 allotted in the exclusive share of Owner No. 02, Apartment No. 01 & 17 allotted in the exclusive share of Owner No. 03, Apartment No. 21 allotted in the exclusive and joint share of Owner No. 02 & 03, Apartment No. 02, 04, 05, 07, 08, 10, 11, 12, 13, 14, 15, 18, 19, 20, 22 & 23 allotted in the exclusive share of Developer & Builder / Developer and the apartment No. 24 was in joint share of Plot Owner No. 01 to the extent of 28.26 Sq. M. and 19.99 Sq. M. Builder / Developer. Accordingly except the apartments in joint share the respective party is entitled to deal with its exclusive share in apartment/s at the cost and terms of said respective party.

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(Two Lac One thousand only) vide chno 403266 drawn on bank State Bank of Hyderabad branch Vaijapur Dist. Aurangabad. Dated 30/08/2016. Chaque No 002438 of Amount Rs 400000/- dated 25/07/2016 drawn on Dwarkadas Mantri Nagri Sah. Bank, Branch Jalna Road Aurangabad, Dist.Aurangabad. And Chaque No 002440 of Amount Rs 200000/- dated 09/12/2016 drawn on Dwarkadas Mantri Nagri Sah. Bank, Branch Jalna Road Aurangabad

The Purchaser/s is / are well aware of the skirting and variation in plaster, the carpet area varies slightly with respect to the sanction plan. The variation may approximately be 5 – 7 %. And therefore the Purchaser/s consents for the same and is / are also aware of the consideration of the Apartment under sale being lump sum & as unit cost & shall not be changed for reason.

The remaining amount of consideration of **Rs. 12,00,000/-** (Rupees Twelve Lac & One Thousand Only) will be paid by the purchaser /s to the Builder /Developer as per the Schedule given below in this agreement. The possession of the apartment under sale will be handed over to the purchaser/s on or before twenty four (24) months from the date of execution of this agreement and subject to the clearance of the all the payments mention this agreement. The payment schedule with respect to the construction stages of an individual apartment under sale is given below -

a. 60 % on RCC Structure,
b. 25 % on Brick work, internal plaster,
c. 10 % on Finishing,
d. 05 % before possession.

02. That the time of payment of remaining amount of consideration is treated as essential term/s of this contract. If the purchaser/s fails to pay the stipulated amount on the stipulated stages of construction stated above, he / she / they will have to pay the interest @ 2 % per month for every delayed payment found outstanding thereon. Even by paying the interest, the maximum delay of three months will be condoned and thereafter the right of the purchaser / s to purchase the family unit / apartment will automatically stands cancelled without any further notice for the same and the Vendor & Builder /Developer shall be at liberty to sell the said apartment / unit to anybody without notice. The purchaser / s will be entitled to the refund of **40 %** amount of receipts paid by nim to the Builder /Developer in respect of the consideration amount only.

03. That liability under Maharashtra value added tax (MVAT) @ 1% of total consideration, Service Tax @ 4.50 % of total consideration, LBT, etc. and / or any other liability arising out of present deed / sale deed in future either in form of taxes, cess levied by Sate and / or Central Govt. and / or in any other form, it shall be paid within seven days from the date of execution/ registration of the present deed / sale deed by the "**Purchaser/s**" only to the Builder / Developer. The total consideration of said apartment under sale/ agreement/sale deed is inclusive of Stamp Duty, Registration Charges, MVAT, Service Tax, One Time Maintenance charges, Electricity meter Charges, as such the Purchaser is liable to pay the said amount only & the assessment of the same is not a responsibility but can assists on behalf of the purchaser if requested.

04. The Vendor & Builder /Developer hereby assures the PURCHASER / S that the Vendor & Builder /Developer has absolute power to convey the apartment under sale and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.

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