



AGREEMENT TO SALE

Agreement to sale of Flat located in "TOWN IMPERIA" at Kanchanwadi, Aurangabad. The stamp value of Rs.-----/- and actual sale value Rs.-----/-.

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

M/S TOWN CONSTRUCTIONS,

A partnership firm having its office at flat no.F-4,Khivansara Woods,Ulkanagari, Garkheda Paraisar, Aurangabad Through its partners:

1. **Radheshyam Dnyanbarao Davhale,**
Age: 35 years, Occupation : Business,
R/o: F-4, Khivansara Woods, Ulkanagari,
Garkheda, Aurangabad.
PAN : AHRPD1397H
2. **Varsha W/o Radheshyam Davhale,**
Age: 36 years, Occupation:-Business,
R/o: F-4, Khivansara Woods, Ulkanagari,
Garkheda, Aurangabad .
PAN: AIVPD3311L

(Hereinafter called as 'Owner/Vendor/Builder' which expression shall mean and include all the present and future partners of the firm through their heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

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 plot no. 76 admeasuring 337.25 sq. meter plot no.94-A admeasuring 253.50 sq. meter and plot no. 95 admeasuring 405.10 sq. meter as such totally admeasuring 995.85 sq. meters in land gat no. 14/P at Kanchanwadi, Aurangabad along with transferrable development rights received vide certificate no. AMC/TP/BRC/D/65/2012 dated: 8.8.2012 to the extent of 398 sq. meter, and which is specifically described in Schedule "A" was owned and possessed by Santosh Devidas Dhanuka.

AND WHEREAS, the said Santosh Devidas Dhanuka obtained permission for construction from Municipal Corporation Aurangabad on dated: 9.12.2013 in file No. 27/17/2013-14 and thereby to construct a commercial cum residential apartment on the said property.

AND WHEREAS, due to some unavoidable difficulty, Santosh Dhanuka decided not to complete said project and sale the same along with T.D.R. and construction permission and Grantor purchased the same under the registered sale-deed dated 10.06.2014, registered at Sr.No.4070 at the office of Sub-Registrar, Aurangabad, and the said property is specially described in Schedule-A, hereunder.

AND WHEREAS, the vendor also obtained revised construction permission on Dt.13/01/2015 vide file no.612/17/2014-15 from Municipal Corporation, Aurangabad.

AND WHEREAS, declaration U/s.2 of the Maharashtra Apartment Ownership Act is executed and registered on dated: 28/01/2015 at sr. no.0688 at the office of Sub registrar Aurangabad, and thereby proposed building nomenclature as "TOWN IMPERIA" is submitted to the provisions of the Maharashtra Apartment Ownership Act.

AND WHEREAS, by virtue of retirement cum admission of partnership Dt.20/10/2016 regd. At. Sr.No.6550, Mr. Prakash U.Vidhate retired from builder firm and Mrs. Varsha Radheshyam Davhale is admitted as its partner.

AND WHEREAS, purchaser 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 Owner/Builder to allot the Flat No.-----(-BHK), admeasuring -----Sq.Mtr. built up area on ----- floor in building "TOWN IMPERIA" 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 Owner/Builder agreed to sale the Flat No.----(-BHK) admeasuring -----Sq.Mtr. built up area on -----floor in building "TOWN IMPERIA" 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
01				

As such, the Builder hereby acknowledges 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
At the time of Agreement to sale	75%
At Completion of Brick Work	15%
At Completion of the Flooring	5%
Before Possession	5%

- 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 purchaser fails to pay the stipulated amount on the stipulated date, he will have to pay the interest @ 2% per month for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter the right of purchaser to purchase the Unit will automatically stand canceled without any further notice for the same and the Builder will be at liberty to sell the said Flat to anybody. The purchaser will be entitled only for the refund of 75% amount paid by him up to that date to the Builder.
- 3) That the Builder hereby undertake that the Unit under sale is free from all types of encumbrances and the Builder did not obtain any loan on the said Property from government, semi government, any financial institution, bank or any private person. If any dues of any type are found on the tenement under sale, the said will be paid by the Builders before execution of sale deed.
- 4) that, the work of the construction of the building will be completed within 24 months from today. 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.
- 5) That, the construction of the building shall 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 unit. However if there any change in respect of the tenement under sale, the Builder shall have to obtain the written consent from the purchaser. 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 purchaser desires to have any change, in the said specification the Builder will do the same provided that, the purchaser will have to bear the separate extra charges for the same.
- 7) 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 purchaser.
- 8) That the purchaser will be bound to be the member of the association and he will have to pay the membership fees
- 9) That on completion of the hall / shop / flat under sale, the purchaser shall be given intimation by the Builder and within a month from the said intimation the purchaser will have to pay all the dues towards the price of the tenement and get the conveyance deed executed in his favour at his own cost and take the possession of the tenement.
- 10) That till the date of delivery of possession or execution of sale deed or completion of the construction of the Unit under sale, whichever occurs earlier, the Builder 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 Unit purchaser.
- 11) That the purchaser 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.
- 12) That, after obtaining possession of unit, the purchaser shall not cause any structural change in the tenement purchased by him at any time. But however, he will be at liberty to do interior decoration, furniture, fixtures etc. as desired by him at his own cost.
- 13) That after obtaining the possession of the tenement by the purchaser shall use the tenement in such a fashion that it will not cause any obstruction or interference is caused to the occupier of the other Flats in the building either because of her own conduct or conduct of her family members or any person visiting him.
- 14) That, the purchaser 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.

15) That all intimation required under the agreement as deemed necessary shall be sent by registered post to the purchaser on the address given above and the said posting shall be deemed to be sufficient service.

16) That, in addition to the above charges, the Purchaser will have to pay the extra charges for electric connection, including therein the proportionate charges of service line, as well as, water connection charges and the TAX or VAT or any other charges or cess in another name if imposed on this transaction of sale of Unit to the Unit purchaser.

17) 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 Purchaser will have no objection for raising such further construction on terrace of the building.

18) 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 purchaser agreed to purchase the unit under sale.

19) 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 Purchaser 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 Builder 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 Purchaser herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use.

SCHEDULE "A"

All that part and parcel of property plots no.76 admeasuring 337.25 sq. meter plot no.94-A admeasuring 253.50 sq. m and plot no. 95 admeasuring 405.10 sq.meter as such totally admeasuring 995.85 sq. meters and bounded by :-

EAST : Plot no. 77 and 94

WEST : 9 mtr wide road
SOUTH : 15 mtr wide road
NORTH : 7.5 meter road.

Situated in land gat no. 14/P at Kanchanwadi, Aurangabad along with transferrable development rights received vide certificate no. AMC/TP/BRC/D/65/2012 dated: 8.8.2012 to the extent of 398 sq. meter,

SCHEDULE-B

Flat No.-----(-BHK) admeasuring-----Sq. Mtr. Built up area bounded by :

East : _____
West : _____
North : _____
South : _____.

on-----Floor, in building "TOWN IMPERIA", constructed on the property described in Schedule-Aand specifically, demarcated in red lines in the map annexed hereto ,

SCHEDULE-C

SPECIFICATION OF THE MATERIAL TO BE USED AND AMENITIES TO BE PROVIDED FOR THE UNITUNDER SALE.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON __ th DAY OF ----- AT AURANGABAD.

NAME OF THE PARTIES	THUMB	PHOTOGRAPH
OWNER &BUILDER PARTNERS OF M/S TOWN CONSTRUCTIONS, 1.Radheshyam Dnyanbarao Davhale, 2.Varsha W/o.Radheshyam Davhale		
PURCHASER Mr. -----S/o.-----		
WITNESSES:		
Mr. -----		
Mr. -----		