AGREEMENT TO SALE

Agreement to sale of Flat & Bungalow located in "AARYA CASA" at Itkheda, Aurangabad. The stamp value of Rs. _____/- and actual sale value Rs. _____/-.

This agreement to sale is executed today on _____ day of December, 2016, at Aurangabad, between :-

M/s. Shreehari Associates Pvt. Ltd.,
A company registered under the
Companies Act and having
Registration No.U45202PN2001
PTC 16249, dated 18.06.2001.
PAN NO.AAHCS7405B.
Through : It's Director
Sachin Madhukarram Mulay,
Age : 47 years, Occup.: Business,
R/o. : Sai Sharan, Gut No.41,
Village Golwadi, Paithan Road,
Aurangabad.
PAN NO. AJCPM1317P
Through : His G.P.A.
Pritesh Arun Munot,
Age : 31 years, Occup.: Business,
R/o. : Plot No.4 and 5,
Ahinsa Nagar, Jalna Road,
Aurangabad.
PAN NO. AHGPM1836M

(Hereinafter called as Owners which expression shall mean and include all the present and future Directors of the firm, their legal heirs, successors, legal representatives, executors, administrators & assignees etc.)

A N D

M/s. Rajveer Infra Projects,

A partnership firm, having
Registered Office at First Floor,
Ahinsa Bhavan, Plot Nos.1 and 3,
Ahinsa Nagar, Akashwani Signal,
Jalna Road, Aurangabad.
Through : It's Partner :
Pritesh Arun Munot,
Age : 31 years, Occup.: Business,
R/o. : Plot No.4 and 5,
Ahinsa Nagar, Jalna Road,
Aurangabad.
PAN NO. AHGPM1836M

(Hereinafter called as "Builder" which expression shall mean and include all the present and future partners of the firm, their legal 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, WHEREAS, land Gut No.55, Old Survey No.27, to the extent of 61 R., situated at Itkheda, Aurangabad, was owned and possessed by the Owner and he entered in to registered Development Agreement in respect of the

said land with M/s. Rajveer Infrastructure, on dated 06.08.2013, registered at Sr.No.4114, at the Office of Sub-Registrar, Aurangabad.

AND WHEREAS, Owner thereafter with the consent of developer decided to dispose of 22.05 R., eastern portion out of said 61 R., portion of land Gut No.55, and accordingly, he sold the same to Shreyans Deepak Munot under the registered sale-deed No.1108, on dated 07.02.2014.

AND WHEREAS, the remaining portion of Gut No.55, to the extent of 38.95 R., which is being developed by the Developer, which is specifically described hereinafter in Schedule "A".

AND WHEREAS, permission for construction is obtained from the Municipal Corporation, Aurangabad, on dated 17.07.2014, vide File No.8/17/2014-15.

AND WHEREAS, the Builder has proposed to construct on the project land an Apartment building having stilt+7 floors AND 6 bungalows having G+2 floors.

AND WHEREAS, declaration U/s.2 of the Maharashtra Apartment Ownership Act is executed and registered on dated: 02-09-2015 at sr. no.6110 and thereby proposed site nomenclature as "AARYA CASA" is submitted to the provisions of the Maharashtra Apartment Ownership Act.

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 Builder to allot the following: (Area in Sq. Mtrs.)

Particulars	Built-up Area (with F.bed & Balcony)	Carpet Area	Saleable Area

in “AARYA CASA” site, 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 Builder agreed to sale the Bungalow nos. _____ And Flat No. _____, referred above, in “AARYA CASA” 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 acknowledged 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 :-

Date	Amount

2) That the time for payment of remaining amount of consideration is treated as essential terms of this contract. 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 @ ___% 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 ____ months from today. However, if the completion is delayed then the builder will pay interest to the purchaser at the rate of ___% per month on the amount paid by the purchaser to the Builder till the date of delayed period, If the said delay is not due to any reason beyond the control of the Builder.

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 as mentioned more specifically in para 11A, B & C.

9) That on completion of the building 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- A) 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. That apart from the above

stated amount of consideration, purchaser will also have to pay separate charges for electric connection including therein proportionate charges for service line and E.D.P. The bungalow purchaser will also have to pay separate charges for independent water connection.

11- B) That every bungalow purchaser will have to pay Rs. 5,00,000/- as deposit for maintenance of general common facilities as stated in declaration, and every flat purchaser will also pay Rs. 5,00,000/- for maintenance of common facilities, out of which Rs. 2,50,000/- will be kept kept as deposit for general common facilities and balance Rs. 2,50,000/- as deposit of Restricted common facilities. After having sale deed registered, the said amount will be handed over by the builder to the association who will keep the said amount in fixed deposit of any bank and the interest on it shall be used for the maintenance. And in case the interest on it shall fall short for maintenance of the general common or restricted common facilities every purchaser will have to contribute further amount as stated in declaration,

11- C) That as stated in declaration every purchaser from the land owned by Shreyans Munot of adjacent eastern side property are also permitted to use and enjoy the general common facilities as stated in declaration, on depositing Rs. 5,00,000/- with association by each of them.

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 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 is imposed on this transaction of sale of Unit to the Unit purchaser.

17) That builder can consume the balance FSI of the property described in Schedule "A" or in case FSI of the property is increased or by purchasing TDR, builder can raise further construction either in the open space of the property described in Schedule A or on the terrace of apartment building and in case such further construction is carried out, the percentage of the flat purchaser in common area and facilities will be reduced proportionately and with this understanding purchaser agreed to purchase the flat.

18) If any marginal open space adjacent to the building, 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 const 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 land Gut No.55, totally admeasuring 1 Hector 88 R., (including Pot Kharab of 2 R.,) to the extent of 38.95 R., bounded by :-

EAST	:	Port of Land Gut No.48, sold by Grantor and Developer to Shreyans Deepak Munot.
WEST	:	Remaining Portion of land Gut No.55.
SOUTH	:	6 Meter Wide Municipal Road.
NORTH	:	15.00 Meter Wide Municipal Road.

situated at Itkheda, Aurangabad.

SCHEDULE- B

Bungalows and Flats described above and bounded by :

Property Details	North	South	East	West

in "AARYA CASA", constructed on the property described in Schedule-A, along with _____**% for each flat** and ____**% each for bungalow**, percentage share in common areas and facilities.

SCHEDULE-C

SPECIFICATION OF THE MATERIAL TO BE USED AND AMENITIES

TO BE PROVIDED FOR THE UNITUNDER SALE.

Construction	RCC Framed Structure.
Walls	Brick walls - 150mm thick External.
	100mm thick Internal walls.
Flooring	Vetrified flooring in Living room, dining & all bedrooms,
	Wooden floor may also be used in drawing hall and master bedroom.
	Full height coloured tiles in toilets
	4.0 ft. height colour tiles above kitchen otta.
Doors	Teak wood frame with pre-moulded door shutter
	To main door & all other door frames in Granite/ply, pre-moulded door shutter.
Windows	Three track CPVC / UPVC / Aluminium windows with grill & glass, mosquito net.
Kitchen Otta	Kitchen Otta in green marble/ granite & with SS sink with tray.
Plaster	Sandface plaster on out side.
	Neeru finish plaster inside.
W.C.& Bath	White/off white wall hung commode.
	One tap & concealed stop cock/ flush tank in W.C.
	Single lever diverter with overhead shower in bathroom.
	basin will be of the same colour as w/c.
Painting	Texture cement paint from outside.
	Luster paint from inside.
	Oil paint to doors & Grill.
Plumbing	GI /CPVC / Composite pipe fitting for water supply.
	PVC / CI fitting for drainage.

Electrical	Consealed wiring with standard 7.5 points in every room.
	One power point in each Kitchen & Toilet.
Water supply	Borewell / AMCA water connection, underground & over head.
	Water tank with pumping arrangement.
Parking	Covered & open parking for two & four wheeler.
	NOTE: - Specifications are subject to change if required.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON __ th DAY OF December, 2016, AT AURANGABAD.

WITNESSES:

1.

OWNER & BUILDER

M/s. Shreehari Associates Pvt. Ltd.,
Through : It's Director
Sachin Madhukarram Mulay
Through : His G.P.A.
Pritesh Arun Munot

BUILDER

M/s. Rajveer Infra Projects
Through : It's Partner :
Pritesh Arun Munot

Mr. _____S/o _____,

PURCHASER