AGREEMENT TO SALE / ASSINGMENT

(As per provision of The Maharashtra Apartment Ownership Act, 1970)

Zone No. _____ Rate: _____ /- per.sq.mt

Stamp duty Rs. _____/-

Consideration Rs. _____/-

Government Valuation Rs._____/-

THIS AGREEMENT TO SALE / ASSINGMENT is made & executed at Aurangabad on this ____ Day OF _____ 2017.

BETWEEN:

Mr. Sumatilal Mangilal Katariya
Age: 55 years, Occ: Business,
R/o. Chelipura, Shahjung, Aurangabad
Pan No. ABIPK3901B

(Hereinafter referred to as the ASSIGNOR / PROMOTER / DEVELOPER / BUILDER (which expression shall mean and includes its directors, legal heirs, successors, executors, administrators, attorney & assignees etc)

Of the First Part

AND

1. _____

AGE-_____ YEARS, OCC- _____

PAN NO – _____

R/O: _____.

(Hereinafter referred to as "The Purchaser/Vendee/Allottee" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors or administrators).

Of the Second Part

1. **WHEREAS** the Owner / Builder is the absolute having lease right and possessor of the Property Bearing Land Plot no. B-19, Gut No. 18(P), admeasuring 346.50 Sq. Mtrs. situated at Wadgaon(K), Tal. & Dist. Aurangabad (hereinafter referred as said Land/said property). The property is particularly described in the schedule hereunder.

WHEREAS out of the ASSINGER / promoter is having the absolute lease right of the property by way of the registered Lease Deed bearing document no. AGG – 1- 03659 - 2011 dated 07/09/2011 registered at the Sub registrar office Aurangabad and the name of ASSIGNOR / Promoter is mutated in the record of the CIDCO.

2. **AND WHEREAS The** ASSINGER has prepared a plan for Residential cum Commercial building for constructions upon said land and submitted the same towards the Additional Town Planning Officer, Waluj, CIDCO, New Aurangabad for approval and Additional Town Planning Officer, Waluj, CIDCO, New Aurangabad has approved the plan and granted the construction permission in file No. 129 dated 19.01.2017. Also, henceforth whenever there is a need of revision of construction permission for the said land / Plot, the purchaser hereby gives consent to the developer to revise the construction permission as deemed fit.

3. The project, which is to be constructed on, said Land should be known as **"NIDHI KRUPA RESIDENCY"** and in no case the said name will be changed.

4. AND WHEREAS the Registered Deed of Declaration dated _____ bearing Daybook No. _____, was executed as per the section 2(a) of The Maharashtra Apartment Ownership ACT 1970 is also executed by the Assignor /Vendor. All the terms, conditions & covenants are applicable & binding on the purchaser of the Flats/Shops in the above said residential cum commercial building/apartment. Also, henceforth whenever there is a need of revision of Deed of declaration for the said land, the purchaser hereby gives consent to the developer to revise the deed of declaration as deemed fit.

5. AND WHEREAS, according to the building plan, the Assignor / Developers/ Builders/Vendor have started construction thereon and the same is in progress.

6. AND WHEREAS, the Assignor / Developers/ Builders/Vendor alone has exclusive right to sale the Flats/Shops in the said Project & to be constructed by them on the said Property and to enter into agreement with the purchaser of the Flats/Shops and to receive the consideration price in respect thereof.

7. AND WHEREAS, the Flats / Shops purchaser herein intended to purchase the Flats / Shop in the said "Nidhi Krupa Residency" and therefore he approached to the Vendor and took inspection of all the documents of title relating to the property & said project such as TITLE DOCUMENTS, Registered Sale Deed, Deed of Declaration, Search Report of the Advocate, building plan, building permission, layout, Plan, design and specifications prepared by the Architect and civil engineer and other relevant documents as are specified under the relevant Act.

8. AND WHEREAS, the copies of certificate of title issued by the advocate of the Assignor /Developers/Builders/Vendor, copies of other relevant revenue record showing the nature of the title of the Owner/Builder/Vendor to the said land and the copies of the said plans approved by the concerned local authority have been made available for inspection to the purchaser.

9. The purchaser can use & utilize the Flats/Shops purchased by him with the common facility including the staircase, passage, common terrace etc. But Owners/Developers/Builders/Vendor only is entitled for all the compensations, F.S.I., T.D.R. or any other benefits of the reservation and acquisition of the said land & the purchaser or any other unit holder cannot object for the same or demand or claim anything for the same. The Vendor/builder/ Assignor having full rights to utilize the F.S.I. on the terraces of the said buildings as per his own will & he can make further construction of Flats/Shops or others on the terrace after obtaining the necessary permission from the concern authority and for that no permission/consent of the purchaser or unit holder in the building or society/association of apartment Assignor/ Co promoter will be required. Further for the use of additional FSI/TDR in the existing building plan, the purchaser has given consent for the same and the

purchaser doesn't have any objection for the use of FSI/TDR in the existing buildings.

10. AND WHEREAS the Purchaser being satisfied with the title of the Vendor and plan of building, requested to the Vendor to sell the aforesaid **Flat No _____, on _____ Floor, admeasuring Carpet area _____ Sq. Mts, (built up area _____ Sq. Mtrs.) with terrace _____ Sq. Mtrs** for a lump sum consideration of **Rs. _____/- (Rupees _____ Only)** & other proportionate common areas, boxes, common passages, area under staircase, ducts, common parking, lift duct (if any), common & individual terrace if any in condominium known as "Nidhi Krupa Residency" situated at Plot no. 19 (B), Gut no. 18 (P), admeasuring area 346.5 Sq. meter, project known as "Nidhi Krupa Residency", situated at Wadgaon (K), Tal.& Dist. Aurangabad (more particularly described in the Schedule of property written hereunder), on the terms and conditions as mentioned below:

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

1. The Flat Purchaser hereby agrees to purchase the Flat / Shop from the Vendor/Owner/promoter and the Vendor/Owner/promoter hereby agree to sale Flat / shop to the Purchaser bearing **Flat No _____, on _____ Floor, admeasuring Carpet area _____ Sq. Mts, (built up area _____ Sq. Mtrs.) with terrace _____ Sq. Mtrs** for a lump sum consideration of **Rs. _____/- (Rupees _____ Only)** & the proportionate common area is additional area which includes open & enclosed terrace/balconies, boxes, common passages, area under staircase, ducts, common parking & individual and/or common terrace if any in condominium known as "Nidhi Krupa Residency" situated at Plot no. 19 (B), Gut no. 18 (P), admeasuring area 346.5 Sq. meter, project known as "Nidhi Krupa Residency", situated at Wadgaon (K), Tal.& Dist. Aurangabad The said Flat/Shops more particularly described in **SCHEDULE – II** written hereunder. As per the majority, it is decided that, common area parking will be allotted to the purchaser on booking and this is allocated on first cum first basis, the purchaser has seen the open/covered parking space allocated to him and is satisfied with the same. Also, the Purchaser is aware that due to the skirting and

variation in plaster, the carpet area varies. The variation may be approximately four to five percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change.

2. That, out of the agreed sale price of **Rs** _____ **/- (Rs.** _____ **only)**, the Purchaser has paid amount of **Rs.** _____**/- (Rupees** _____ **Only)** to the vendor as earnest amount/advance payment as under:

Sr. No.	**Date**	**Cheque No.**	**Bank Name**	**Amount**
1.				
2.				
3.				
4.				
5.				
6.				
Total Rs._____**/- (Rupees** _____ **Only).**				

Further the purchaser agreed to pay the balance consideration amount of **Total Rs.** _____**/- (Rupees** _____ **Only)** through bank loan/ own contribution.

The purchaser shall comply to the bank formalities & pay the balance consideration amount to the Vendor/Owner/promoter as per the following table:-

SCHEDULE FOR PAYMENT IS AS UNDER AS PER THE WORK STAGE

SR. NO	**PARTICULARS**	**AMOUNT**
1	ON BOOKING (10%)	
2.	ON AGREEMNENT TO SALE (20%)	
3.	ON COMPLITION OF PLINTH (15%)	
4.	ON COMPLITION OF RCC SLAB (25%)	
5.	ON COMPLITION OF BRICKWORK & INTERNAL PLASTER (5%)	
6.	ON COMPLITION OF FLOORING & INTERNAL PLASTER (5%)	
7.	ON COMPLITION OF EXTERNAL PLASTER &N EXTERNAL PLUMBING (5%)	
8.	ON FINISHING WORK AND ELECTRICAL WORK	

	COMPLIETION (10%)	
9.	BEFORE POSSESSION (5%)	
		_____/-

That, the purchaser shall pay the remaining amount of consideration strictly as stated above to the vendor. In case, the purchaser is unable to pay the remaining amount of consideration, this agreement shall stand cancelled and become null and void and the amount already paid by the purchaser shall be refunded by mutual understanding/ written consent. This condition is the essence of this contract.

For any out station cheque, the purchaser shall bear all the cost & expense charged by the bank for the encashment of the same. If the cheque issued by purchaser is dishonored due to any reason whatsoever, then he shall pay additional charges in addition to cheque amount immediately & on failure to do so the this agreement stand cancelled automatically without any notice or intimation.

3. The general specifications of construction, general and specific amenities to be provided by the Vendor to the said Building and particularly to the said Unit are already **mentioned & described in the deed of declaration.**

4. If the purchaser does not require any material/amenities/things or item(s) as per the standard specification provided by the vendor/developer, the consideration amount will remain unchanged. There will be no changes or/and extra work will be done other than what is mentioned in the deed of declaration. If the purchaser want to make any changes then he should obtained the N.O.C. from the association and whatever the changes wants to be done that shall be done only after the possession of the flat given to the purchaser.

5. That the Vendor shall give possession of the said Flat/Shops to the purchaser on _____ provided that the Vendor shall be entitled to reasonable extension of time limit for giving delivery and completion of building, getting the Occupancy certificate from the competent authority in which the said Unit 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 control of the Vendor and in such case period of possession shall be treated as automatically extended.

The purchaser can avail the benefits of possession, and can use the flat after getting the occupancy certificate/ completion certificate from the competent authority. After handing over the possession to the purchaser, the purchaser or the society/association of Assignor is liable to pay all the necessary service charges of the Corporation. At anytime, due to non-payment of the service charges by the purchaser or association/society, the completion of the project is delayed & if Assignor/vendor/builder pays the same then the vendor/Builder shall recover the same from the purchaser & association/society with incidental charges & penalty along with interest & until the recovery of the same the vendor/developer shall have first charge over the Unit of the purchaser.

6. That Flat Purchaser agree to pay to the Vendor bank interest per annum on all the amounts which becomes due and payable by the Unit purchaser to the Vendor under the terms of this agreement from the date the said amount is payable by the Flat purchaser to the Vendor. And if the Unit purchaser failed to pay the due amount with interest within a month from the due date then Vendor shall terminate this agreement without giving any notice to the Unit purchaser and after the termination of this agreement by the Vendor, the amount whatever paid by the Unit purchaser will be forfeited. Thereafter the Vendor/ Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Vendor/ Promoter may in his absolute discretion think fit & after cancellation/termination the Flat purchaser shall have no right to obstruct the Vendor/ Promoter in the sale of the said Unit to any other party.

7. Notwithstanding the clause of payment of interest on delayed payment by the unit purchaser, it is specifically agreed by the unit purchaser, that on committing default in payment of any amount due and payable by the flat purchaser to the Vendor under this Agreement including his/her proportionate share of taxes levied by the concerned local authorities and other outgoing and on committing breach of any other terms and conditions herein contained by the purchaser, the Vendor shall be entitled at his own option to terminate this agreement.

8. The Vendor shall do all such necessary things for registration for the association of apartment Assignor of the said building; however, there shall be no specific time limit for completing registration and formation of the association, as the case may be.

9. The Flat purchaser shall take possession of the premises within 15 days after giving written notice by Vendor/ promoter to the Flat purchaser intimating that the said premises are ready for use and occupation.

10. The Flat purchaser shall use the said premises or any part thereof or permit the same to be used for purpose of residential only and can not be used for any commercial or business activity or purpose. If the purchaser wants to use the said flat for any commercial or business purpose then he shall obtained the NOC from the association. The flat purchaser shall not use the flat for any other purpose than the Business. The purchaser shall not use the parking space for any purpose other than for keeping or parking the unit Purchaser's own motor car.

11. Commencing a week after notice is given by the Vendor to the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoing in respect of the said land and buildings namely local taxes, water charges, insurance common lights, repairs and salaries of clerks, bill collections, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building including the MSEB meter bills for common facilities including street lights, motor pumps, common staircase and passage lights, bore wells etc. as well as to run and maintain all the machinery so provided by the

Owner/ Vendor/Purchaser. Until the maintenance society is formed, the Flat Purchaser shall pay to the Builder/Vendor/ promoter such proportionate share of outgoing as may be determined.

12. Before taking the possession the Flat purchaser shall pay one time maintenance of **Rs.** _____**/-** per unit and building maintenance of **Rs.** _____**/-** per unit before taking the possession of the respective unit i.e. Flat/Shop and the said amount will be deposited in the account of the one time maintenance and building maintenance for the project.

13. The Flat purchaser hereby agrees to pay all the taxes like Service Tax, VAT, TDS, Labor Cess, GST, CGST, SGST & all the current or future taxes whatever applicable or made applicable in future also. If the any taxes rates change in the future & made applicable on the unit 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.

14. The Flat purchaser shall observe and perform all the rules and regulations which the association of Assignor/ promoter or society or the limited company may adopt at its inception and additions, alterations or amendment thereof that may be made from time to time or protection and maintenance of the said building and the Flat therein 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 Flat purchaser shall also observe and perform all the stipulations and conditions laid down by the society limited company regarding the occupations and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoing in accordance with the terms of this agreement.

15. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Flat purchaser shall have no claim in the project, except in respect of the premises/unit hereby agreed to be sold to him along with the exclusive rights allotted to him/her for all the open spaces,

parking spaces, lobbies staircases, terraces, recreations spaces etc. will remain the property of the Vendor until the completion of the project/scheme.

16. Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this agreement or any forbearance or giving of time to the Flat purchaser by the Builder/Vendor/ promoter shall not be construed as a waiver on the part of the Builder/Vendor/ promoter of any branch or non compliance of any of the terms and conditions of this agreement by the Flat purchaser nor shall be same in any manner prejudice the rights of the Vendor. And in case of default or breach of the term and condition of this agreement on the part of Flat purchaser the vendor shall remain full rights to terminate the agreement without giving any notice to the Flat purchaser.

17. In case of termination of this agreement/sale transaction by the Flat purchaser by any whatsoever reason, then all the losses, damages, expenses regarding Registration of the Document, Stamp Duty, Documents regarding the cancellation and others shall be bear by Flat Purchaser only.

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 Flat Purchaser by Registered post A.D. at his/her address specified above. **Each flat holder shall pay the maintenance charges as stated in clause no.12 to the Vendor/Builder before taking the possession. On failure to pay the charges as mentioned by the purchaser then the required amenities shall be disconnected by the Vendor and all the responsibility of the same will be on the purchaser.**

19. The Flat purchaser and/or the Vendor shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Vendor and/or the society may require for safeguarding the interest of the Vendor and/or Flat Purchaser and the other purchaser of the said premises in the said building/s.

20. 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 or any other reason both internally and externally. The purchaser will never consider this as a fault in the construction and as such if the purchaser of the Flat wants to rectify the same then he has to do the same at his cost only. The Vendor/promoter/Builder will be liable for the RCC defects for the period of **five years**. The purchaser has to follow the user manual which provides the instructions for the use of all the facilities/equipments provided to him/her for the said flat/shop. If any variations in the use of the facilities/equipments are done by the purchaser, Vendor/ promoter/Builder will not be liable for the defects arising due to it.

21. The Vendor/Builder can make changes or revise the construction plan at any time & for that the Vendor/ promoter/Builder not required to take consent or permission of the purchaser or association/society. The Vendor/promoter/Builder can make changes in the parking, staircase, passage, lift, configuration or other facility and change or reduce open spaces. The Vendor/ promoter/Builder can also change the specifications at its own discretion and add or delete any specification subject to availability of the same. The Vendor/ promoter hereafter can execute the revised deed of declaration at any time as the Vendor/ promoter feel it necessary. As well as the Assignor/ promoter / Developers / Builders shall not liable to pay any society/association charges for the unsold unit of the scheme/project till the sale of the said unit & after the sale of the same the unit purchaser will pay that amount which becomes due to the society from the date of the purchase only.

22. The vendor/developer/builder has issued or published the brochure for the overall idea of the scheme & it is not legally binding on the vendor/developer/builder. The specification, facility, amenities described in the sale deed will be final one & it will supersede to all the documents.

23. The purchaser hereby expressly consented to the vendor/developer to obtain the project loan or to change/transfer the existing project loan taken by the vendor/developer to any other bank or financial institution for that no separate permission or consent of the purchaser shall required.

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

25. This agreement shall be always to the provision of The Maharashtra Apartment Owners Act, 1970 and the rules made there under.

26. **That, the purchaser is in full knowledge that the Builder/Developer has raised project finance for the said property & individual NOC from _____ will be issued in the name of customer. The repayment of finance with interest is the sole liability of Builder/Developer and purchaser will have no liability.**

27. **PRESENTATION GPA:-**

That, by registered special power of attorney (Presentation GPA) is executed jointly by DEVELOPER/BUILDER (Party of the first part), though day book no. _____ Dt. _____ in favor of _____ to admit the execution of Agreement to sale, sale deed and other documents regarding to sale in the above said unit in the above said scheme

SCHEDULE – I

(Description of the Property)

All the part and parcel of the property land bearing Plot no. 19 (B), Gut no. 18 (P), admeasuring area 346.5 Sq. meter, project known as "Nidhi Krupa Residency", situated at Wadgaon (K), Tal.& Dist. Aurangabad and which is bounded by:

East: Open Land.

West: Plot no. 18

North: 24 meter wide road.

South: Land 7 meter wide Road.

S C H E D U L E – I I

(Description of the Flat under Sale)

Flat No _____, on _____ Floor, admeasuring Carpet area _____ Sq. Mts. (built up area _____ Sq. Mtrs) with terrace _____ Sq. Mtrs the proportionate common area is additional area which includes common passages, area under staircase, ducts, common or individual parking & individual and/or common terrace if any in the said condominium known as "Nidhi Krupa Residency" situated at Plot no. 19 (B), Gut no. 18 (P), admeasuring area 346.5 Sq. meter, project known as "Nidhi Krupa Residency", situated at Wadgaon (K), Tal.& Dist. Aurangabad within the registration sub-registrar office, Aurangabad and the same is bounded as below:-

ON TOWARDS NORTH : _____.

ON TOWARDS SOUTH : _____.

ON TOWARDS EAST : _____.

ON TOWARDS WEST : _____.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE AND YEAR HEREIN ABOVE MENTIONED.

ASSIGNOR / DEVELOPER/BUILDER		
PURCHASER		
WITNESSES : 1.		
2.		