

AGREEMENT TO SALE

BETWEEN

M/s. Sai Ambika Developers
through its Partners
1) Sri Krunal Kamlesh Parmar
Age : 26 Yrs., Occu. : Business
R/o 30 Greens, Itkheda, Aurangabad

2) Shri. Pinesh Kamlesh Parmar
Age : 23 Yrs., Occu. : Business
R/o 30 Greens, Itkheda, Aurangabad

3) Shri. Swapnil Chandrakant Tilwankar
Age : 37 Yrs., Occu. : Business
R/o Bansilal Nagar, Aurangabad

4) Shri. Sudhir Ashokrao Vadnere
Age : 38 Yrs., Occu. : Business
R/o Dharangaon Road, Kopargaon, Ahmednagar

(Hereinafter called as 'GRANTOR/OWNER/DEVELOPER', which expression shall mean, include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc.)
of the One Part

AND

Mr. -----
Age : -- Yrs. Occu.: -----
R/o -----
PAN No. -----

Mr. -----
Age : -- Yrs. Occu.: -----
R/o -----
PAN No. -----

hereinafter referred to as " the Flat Purchaser" of the other Part.

TITLE FLOW OF THE PROPERTY

NAME OF THE PROJECT
"Sai Krupa Apartment"

DETAILS OF THE PROJECT

Total Number of Units	16
Number of Floors	Four Floors
Name of the Building	"Sai Krupa Apartment"
Description of Plot on which the building is constructed	Plot No. 02, area admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad.

SCHEDULE - B

"Sai Krupa Apartment"

DETAILS AREA STATEMENT OF FLAT

AND WHEREAS the Promoter/Vendor has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Vendor accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Vendor alone has the sole and exclusive right to sell the flats in the said building to be constructed by the Promoter/Vendor on the said land and to enter into Agreement/s with the purchaser/s of the flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter/Vendor and the Promoter/Vendor has given inspection to the Flat Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Flat Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Vendor, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Vendor to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat Purchaser has/have examined the title, rights, interest, claims of the Promoter/Vendor to the said land and has seen the documents of title in the Promoter/Vendor's possession. The Purchaser has/have fully satisfied with the Promoter/Vendor's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Vendor has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Vendor while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Vendor has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of Flat.. --, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, -in the building known as "Sai Krupa Apartment" constructed On the Plot No. 02, area admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs. -----/- (Rupees ----- only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter/Vendor a sum of Rs. -----/- (Rupees ----- only), by cheque detailed as below :-

being part payment of the sale price of the flat agreed to be sold by the Promoter/Vendor to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Vendor both hereby admit and acknowledge) and the Flat Purchaser has agreed to pay to the Promoter/Vendor the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Promoter/Vendor is required to execute a written agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter/Vendor shall construct the said building/s consisting of Four floors, on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time;
2. Provided that the Promoter/Vendor shall have to obtain prior consent in writing to the Flat Purchaser in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due change in law.

3. The Flat Purchaser hereby agrees to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Flat Purchaser applied to the Promoter/Vendor for allotment to the Flat Purchaser of admeasuring 357.00 sq.mtrs. Part of Gut No. 20, Datta Nagar, Kanchanwadi, Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/ Flat. --, having carpet area admeasuring - 20, Datta Nagar, Kanchanwadi, Aurangabad (hereinafter referred to as "the Flat") for the price of Rs. -----/- (Rupees ----- only) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat Purchaser hereby agrees to pay to that Promoter/Vendor the balance amount of purchaser price of Rs. -----/- (Rupees ----- only) having been paid to the Promoter/Vendor on or before the execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		(not exceeding 10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(not exceeding 30% of the transaction price) after execution of this Agreement to Sale
3.		(not exceeding 45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located
4.		exceeding 70% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located
5.		exceeding 75% of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, of the building or wing in which the said flat is located
6.		(exceeding 80% of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings, stair case, lift, walls, lobbies up to the floor level of the said apartment.
7.		(exceeding 85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terrace with water proofing of the building or wing in which the said flat is located
8.		(exceeding 95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas, apprain and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located.
9.		(Remaining Amount) at the time of handing over of the possession of the Flat to the Flat Purchaser on or after receipt of occupation certificate or completion certificate.

The Promoter/Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flats.

- The Promoter/Vendor hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Vendor has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a conveyance of the said land by the Promoter/Vendor in favour of the said Society/Limited Company.
- The Flat Purchaser agrees to pay to the Promoter/Vendor interest at 15% per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter/Vendor under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Vendor.
- On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter/Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter/Vendor shall be entitled at his own option to terminate this Agreement:

Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Vendor unless and until the Promoter/Vendor shall have given to the Flat Purchaser Fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Vendor shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter/Vendor but the Promoter/Vendor shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter/Vendor, the Promoter/Vendor, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter/Vendor may in his absolute discretion think fit.
- The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particulars like brand, or price range to be provided by the Promoter/Vendor in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.
- The Promoter/Vendor shall give possession of the Flat to the Purchaser on or before ----- If the Promoter/Vendor fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Real Estate (Regulation and Development) Act, 2016, then the Promoter/Vendor shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter/Vendor received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in the Act. Till the entire amount and interest thereon is refunded by the Promoter/Vendor to the Flat Purchaser there shall, subject to prior encumbrances if any, be a charge on the said flat as well as the construction or building in which the Flats are situated or were to be situated:

Provided that the Promoter/Vendor shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:-

(i)	Non-availability of steel, other building material, water or electric supply;
(ii)	War, Civil Commotion or act of God;
(iii)	Any notice, order, rule, notification of the Government and/or other public or competent authority, any prohibitory order of any court against development of property
(iv)	Delay by Government officials in giving the Occupancy Certificate
(v)	In any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project
(vi)	Delay in grant of any OC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road/Fire Fighting Equipments
(vii)	Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project

- The Flat Purchaser shall take possession of the Flat within 15 days of the Promoter/Vendor giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation:

The Purchaser can contact the Developer in writing within one year of technical possession to demand after self service if any deficiency in the project noticed like plumbing defects, leakages.

The Promoter will be liable for R.C.C. structural defects for five years, except the following defect liabilities.

 - DEFECT LIABILITY**
 - If within a period of five years from the date of handing over the Apartment to the Unit/Flat Purchaser, the Unit/Flat Purchaser 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Unit/Flat Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
 - Provided however, that the Unit/Flat Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit/Flat Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
 - That it shall be the responsibility of the Unit/Flat Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
 - Further where the manufacturer warranty as shown by the developer to the Unit/Flat Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Unit/Flat Purchaser/s the promoter shall not be responsible for any defects occurring due to the same.
 - That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
 - That the Unit/Flat Purchaser has been made aware and that the Unit/Flat Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
 - It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Flat Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- The Flat Purchaser shall use Flat or any part thereof or permit the same to be used only for purpose of Flats/shop/ godown. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's.
- The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the Society or a Limited Company to be known as "Sai Krupa Apartment" 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 the registration of the Society or Limited Company and for becoming a member, including the 'bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Vendor within 15 days of the same being forwarded by the Promoter/Vendor to the Flat Purchaser, so as to enable the Promoter/Vendor to register the organization of Flat Purchaser under section 17(2) of the Real Estate (Regulation and Development) Act, 2016. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies, or the Registrar of Companies/Association as the case may be, or any other Competent Authority.
- Within 15 days after notice in writing is given by the Promoter/Developer to the Flat Purchaser that the Flat is ready for use and occupation, the Flat purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.
- Until the Association of flat Owners is formed and the said land and building/s transferred to it, the Flat Purchaser shall after getting possession of his/her flat pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter/Developer provisional monthly contribution of Rs. 3000/- Per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until formation of the Association of flat Owners as aforesaid. Subject to the provisions of section 19 (6), (7), (8), (9), (10) & (11) of the Real Estate (Regulation and Development) Act, 2016, on such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter/Developer