

## AGREEMENT TO SALE

BETWEEN

M/s. Kamaleela Developers  
A Partnership firm registered under the  
Indian Partnership Act,  
PAN No. :-----

Through its Partner & authorized signatory  
Mr. -----  
Age : --- yrs., Occu. : -----  
R/o : -----,  
PAN No. :-----

(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 Unit Purchaser" of the other Part.

## TITLE FLOW OF THE PROPERTY

NAME OF THE PROJECT  
"Arch Manorath "

## DETAILS OF THE PROJECT

|                                                          |                                                                                           |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Total Number of Units                                    | 48                                                                                        |
| Number of Floors                                         | 6 Floors                                                                                  |
| Name of the Building                                     | "Arch Manorath "                                                                          |
| Description of Plot on which the building is constructed | Plot No. 02, area admeasuring 1109.00 sq.mtr. Part of Gut No. 107/1, Mitmita, Aurangabad. |

## SCHEDULE - B

"Arch Manorath "

## DETAILS AREA STATEMENT OF UNIT



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 Unit s 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 Unit s to receive the sale price in respect thereof;

AND WHEREAS the Unit Purchaser demanded from the Promoter/Vendor and the Promoter/Vendor has given inspection to the Unit 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 Unit 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 Unit s are constructed or are to be constructed and the copies of the plans and specifications of the Unit agreed to be purchased by the Unit Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Unit 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 Unit Purchaser applied to the Promoter/Vendor for allotment to the Unit Purchaser of Unit .. --, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, -in the building known as "Arch Manorath " constructed On the Plot No. 02, area admeasuring 1109.00 sq.mtr. Part of Gut No. 107/1, Mitmita, 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.

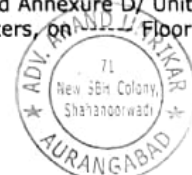
AND WHEREAS prior to the execution of these presents the Unit Purchaser has paid to the Promoter/Vendor a sum of Rs. -----/- (Rupees ----- only), by cheque detailed as below :-

being part payment of the sale price of the Unit agreed to be sold by the Promoter/Vendor to the Unit Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Vendor both hereby admit and acknowledge) and the Unit 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 Unit to the Unit 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 Unit Purchaser in respect of variations or modifications which may adversely affect the Unit of the purchaser except any alteration or addition required by any Government authorities or due change in law.
- 3.The Unit Purchaser hereby agreed to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Unit Purchaser applied to the Promoter/Vendor for allotment to the Unit Purchaser of Unit .. --, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, -in the building known as "Arch Manorath " constructed On the Plot No. 02, area admeasuring 1109.00 sq.mtr. Part of Gut No. 107/1, Mitmita, Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/ Unit .. --, having carpet area admeasuring ----- Sq. Meter & built up area admeasuring ----- sq. meters, on ----- Floor, -



in the building known as "Arch Manorath " constructed On the Plot No. 02, area admeasuring 1109.00 sq.mtr. Part of Gut No. 107/1, Mitmita, Aurangabad (hereinafter referred to as "the Unit ") 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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, apprpain 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 Unit to the Unit 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 Unit to the Unit Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Unit s.

- 1.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.
- 2.The Unit 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 Unit 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.
3. On the Unit Purchaser committing default in payment on due date of any amount due and payable by the Unit 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 Unit 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 Unit 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 Unit Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Vendor shall refund to the Unit Purchaser the installments of sale price of the Unit which may till then have been paid by the Unit Purchaser to the Promoter/Vendor but the Promoter/Vendor shall not be liable to pay to the Unit 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 Unit to such person and at such price as the Promoter/Vendor may in his absolute discretion think fit.

- 4.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 Unit are those that are set out in Annexure 'E' annexed hereto.
- 5.The Promoter/Vendor shall give possession of the Unit to the Purchaser on or before -----. If the Promoter/Vendor fails or neglects to give possession of the Unit 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 Unit Purchaser the amounts already received by him in respect of the Unit 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 Unit Purchaser there shall, subject to prior encumbrances if any, be a charge on the said Unit as well as the construction or building in which the Unit s are situated or were to be situated:

Provided that the Promoter/Vendor shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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/Unit /road/Fire Fighting Equipments |
| (vii) | Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project                                                                        |

6. The Unit Purchaser shall take possession of the Unit within 15 days of the Promoter/Vendor giving written notice to the Unit Purchaser intimating that the said Unit s 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

a.If within a period of five years from the date of handing over the Apartment to the Unit/Unit Purchaser, the Unit/Unit 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/Unit Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

b.Provided however, that the Unit/Unit 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/Unit 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.

c.That it shall be the responsibility of the Unit/Unit 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 Unit are regularly filled with white cement/epoxy to prevent water seepage.

d.Further where the manufacturer warranty as shown by the developer to the Unit/Unit 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/Unit Purchaser/s the promoter shall not be responsible for any defects occurring due to the same.

e.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 Unit s and the common project amenities wherever applicable.

f. That the Unit/Unit Purchaser has been made aware and that the Unit/Unit 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.

