

AGREEMENT TO SALE

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

Zone No. : -----/-

Market Value Rs. -----/-

Actual Consideration Rs. -----/-

THIS AGREEMENT TO SALE is made & executed at Aurangabad on this Day OF
_____ 2022.

BETWEEN:

**M/s Thakur Builders and Developers through its
Proprietor**

Purushottam Singh Raghunath Singh Thakur

Age: 42 Years Occ. Business,

**R/o. - Flat No.01, Sitai Residency, Nandanwan colony,
Aurangabad.**

AND

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

Of the First Part

AND

MR. -----

Age: --- Yrs, Occu - -----

R/o. : -----

Pan card No. : -----

Aadhar Card No. : -----

(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 Owner and possessors of the
Property Bearing Plot no. 21, CTS No.691, admeasuring 336.60 square meter
situated at Jaisingpura Nandanvan Colony Tq.DistAurangabad (hereinafter
referred as said Plot/said property). The property is particularly described in
the schedule hereunder.

Thereafter the Promotor /Owner /Builder /Developer/Vendor desired to
develop the above said property and as such Owner has executed the
Registered Sale Deed Registered bearing daybook no. No.848/2022 dated
08/02/2022 in favor of the Promotor /Owner /Builder /Developer/Vendor
for the develop of the property & has rights of the development of the above
said property. The above said property is more particularly mentioned in
SCHEDULE - I written hereunder.



2. **AND WHEREAS** THE Promotor /Owner /Builder /Developer/Vendor has prepared a plan for Residential / commercial building for constructions upon said Plot and submitted the same towards the Municipal Corporation, Aurangabad for approval and Corporation has approved the plan and granted the construction permission through vide commencement certificate file No. DDMCB-22-28-274 dated 27/04/2022. The Deed of declaration for the said Building is also executed at the Sub registrar office, Aurangabad bearing Document no. ----- dated -----, and Also, henceforth whenever there is a need of revision of construction permission or Completion Certificate for the said Plot, the purchaser hereby gives consent to the developer/Owner to revise the construction permission and Completion Certificate as deemed fit.
3. **AND WHEREAS**, the project, which is constructed on said plot will be known as **"THAKUR ENCLAVE"** and in no case the said name will be changed.
4. **AND WHEREAS** the Registered Deed of Declaration ----- dated -----, as per the section 2(a) of The Maharashtra Apartment Ownership ACT 1970 is also executed by the Promotor /Owner /Builder /Developer/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 Plot, the purchaser hereby gives consent to the developer to revise the deed of declaration as deemed fit.
5. **AND WHEREAS**, the Promotor /Owner /Builder /Developer/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.
6. **AND WHEREAS**, the Flat/Shop purchaser herein had intended to purchase the Flat/shop in the said **"THAKUR ENCLAVE"** and therefore he had 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, Search Report of the Advocate, building plan, building permission, and other relevant documents as are specified under the relevant Act.
7. **AND WHEREAS**, the copies of certificate of title issued by the advocate of the Promotor /Owner /Builder /Developer/Vendor copies of other relevant revenue record showing the nature of the title of the Owner/Builder/Vendor to the said Plot and the copies of the said plans approved by the concerned local authority had been made available for inspection to the purchaser.
8. The purchaser can use & utilize the Flat/Shop purchased by him with the common facility including the staircase, passage, common terrace etc. But Promotor /Owner /Builder /Developer/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 Plot & the purchaser or any other unit holder cannot object for the same or demand or claim anything for the same. The Promotor /Owner /Builder /Developer/Vendor 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 Flat/Shop 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 Owners 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.

9. AND WHEREAS the Purchaser had considered the title of the Promotor /Owner /Builder /Developer/Vendor & verified the documents of title relating to the said project such as Registered Sale Deed , Registered Deed of declaration , Search Report of the Advocate, building plan, building permission, and such other relevant documents as are specified under the Maharashtra Ownership of Flat (Regulation of Construction, Sale Management and transfer) Act, 1963 to & after full satisfaction of the purchaser he had decided to purchase the Flat/Shop under agreement to sale.
10. AND WHEREAS the Purchaser being satisfied with the title of the Promotor /Owner /Builder /Developer/Vendor and plan of building requested to the Vendor to sell the aforesaid and agreed to purchase from the Promotor /Owner /Builder /Developer/Vendor of Flat No.-----On --- floor, admeasuring carpet area ----- Sq. meter COMMON Stair+ Lift AREA IN SQ. METER sqmtr. ----- Sq. mtr, and open balcony ---- sqmtr. With parking in the said scheme known as "THAKUR ENCLAVE" and the Promotor /Owner /Builder /Developer/Vendor had agreed to sale to the Purchaser said Flat/Shop for a lump sum consideration of Rs. -----/- (Rupees ----- Only) in condominium known as "THAKUR ENCLAVE" of Plot no. 21, CTS no. 691,, admeasuring plot area 336.60 Sq. meter situated at Jaisigpura, Nandanvan colony, 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/Shop Purchaser hereby agrees to purchase the Flat/Shop from the Promotor /Owner /Builder /Developer/Vendor and the Promotor /Owner /Builder /Developer/Vendor hereby agree to sale Flat/Shop to the Purchaser bearing Flat No. ----- on ----- Floor, admeasuring carpet area ----- Sq. meter COMMON Stair+ Lift AREA IN SQ. METER sqmtr. ----- Sq. mtr, and open balcony ----- sqmtr. With parking No. for a lump sum consideration of Rs. -----/- (Rupees ----- Rs. Only) in condominium known as "THAKUR ENCLAVE" Plot no. 21, CTS no. 691, admeasuring plot area 336.60 Sq. meter situated at Jaisingpura, Nandanvan Colony, Tq. Dist Aurangabad. The said Flat/Shops more particularly described in **SCHEDULE - II** written hereunder. It is decided that, common area parking will be allotted to the purchaser; 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. -----/- (Rupees ----- Rs Only), the Purchaser has paid amount of Rs. -----/- (Rupees ----- Rs Only). to the vendor as earnest amount/advance payment as under:

Sr. No.	Date	CH/RTGS	Bank Name	Amount
1.				
2.				
3.				
4.				
Total Amount : -----/-				

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

The purchaser shall comply to the bank formalities & pay the balance consideration amount to the Promotor /Owner /Builder /Developer/Vendor as early as possible.

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/Shop given to the purchaser.
5. That the Promotor /Owner /Builder /Developer/Vendor shall give possession of the said Flat/Shop to the purchaser at the time of sale Deed. The purchaser can avail the benefits of possession, and the occupancy certificate/ completion certificate from the competent authority is received. After handing over the possession to the purchaser, the purchaser or the society/association of Owners is liable to pay all the necessary service charges of the Corporation.
6. That Flat/Shop Purchaser failed to pay the due amount then Vendor shall terminate this agreement without giving any notice to the Unit purchaser and after the termination of this agreement by the Promotor /Owner /Builder /Developer/Vendor, the amount whatever paid by the Unit purchaser will be forfeited. Thereafter the Promotor /Owner /Builder /Developer/Vendor shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as the Promotor /Owner /Builder /Developer/Vendor may in his absolute discretion think fit & after cancellation/termination the Flat/Shop purchaser shall have no right to obstruct the Promotor /Owner /Builder /Developer/Vendor 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 Owners 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 Promotor /Owner /Builder /Developer/Vendor to the Flat/Shop purchaser intimating for the sale deed.
10. The Flat/Shop purchaser shall use the said premises or any part thereof or permit the same to be used for purpose of residential only and cannot be used for any commercial or business activity or purpose. If the purchaser wants to use the said flat/Shop for any commercial or business purpose then he shall obtained the NOC from the association. The flat/Shop 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 Promotor /Owner /Builder /Developer/Vendor to the Flat/Shop Purchaser that the premises are ready for use and occupation, the Flat/Shop 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 Promotor /Owner /Builder /Developer/Vendor. Until the maintenance society is formed, the Flat/Shop Purchaser shall pay to the Promotor /Owner /Builder /Developer/Vendor such proportionate share of outgoing as may be determined.
12. The Flat/Shop purchaser hereby agrees the completion Certificate of the said Flat/Shop is received by the competent authority and the said flat/Shop is purchased by the purchasers on as in where in basis. 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. At the time of execution of this document, the customer agrees that the differential input tax credit benefit has being passed on to the customer through negotiation in the base price of his mentioned flat/Shop.
13. The Flat/Shop purchaser shall observe and perform all the rules and regulations which the association of Promotor /Owner /Builder /Developer/Vendor 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/Shop 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/Shop 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.

14. 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/Shop 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.
15. 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/Shop purchaser by the Promotor /Owner /Builder /Developer/Vendor shall not be construed as a waiver on the part of the Promotor /Owner /Builder /Developer/Vendor of any branch or non compliance of any of the terms and conditions of this agreement by the Flat/Shop purchaser nor shall be same in any Manner prejudice the rights of the Promotor /Owner /Builder /Developer/Vendor. And in case of default or breach of the term and condition of this agreement on the part of Flat/Shop purchaser the Promotor /Owner /Builder /Developer/Vendor shall remain full rights to terminate the agreement without giving any notice to the Flat/Shop purchaser.
16. In case of termination of this agreement/sale transaction by the Flat /Shop 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/Shop Purchaser only.
17. All notices to be served on the Flat/Shop Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat/Shop Purchaser by Registered post A.D. at his/her address specified above.
18. The Flat/Shop purchaser and/or the Promotor /Owner /Builder /Developer/Vendor shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Promotor /Owner /Builder /Developer/Vendor and/or the society may require for safeguarding the interest of the Vendor and/or Flat/Shop Purchaser and the other purchaser of the said premises in the said building/s.
19. The Promotor /Owner /Builder /Developer/Vendor can make changes or revise the construction plan at any time & for that the Promotor /Owner /Builder /Developer/Vendor not required to take consent or permission of the purchaser or association/society. The Promotor /Owner /Builder /Developer/Vendor can make changes in the parking, staircase, passage, lift, configuration or other facility and Change or reduce open spaces. The Promotor /Owner /Builder /Developer/Vendor can also change the specifications at its own discretion and add or delete any specification subject to availability of the same. The Vendor/Owner/promoter hereafter can execute the revised deed of declaration at any time as the Promotor /Owner /Builder /Developer/Vendor feel it necessary. As well as the Promotor /Owner /Builder /Developer/Vendor 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.
20. The Purchaser shall pay all the expenses, stamp duty and Registration Charges regarding the Registration of Agreement for Sale, Sale Deed and other documents.

21. This agreement shall be always to the provision of The Maharashtra Apartment Owners Act, 1970 and the rules made there under.
22. The Promotor /Owner /Builder /Developer/Vendor has taken permission of Maharashtra Real Estate Regulatory Authority for said project as "THAKUR ENCLAVE" dated on 27/04/2022.

SCHEDULE - I
(Description of the Property)

All the part and parcel of the Property Bearing Plot no. 21, CTS no. 691, admeasuring plot area 336.60 Sq. meter situated at Jaisingpura, Nandanvan Colony, Tq. Aurangabad within the limits of Aurangabad Municipal Corporation.
Boundaries of the Property/Plot:-

Towards East	:	20 Feet Wide Road
Towards West	:	Plot no 20
Towards South	:	50 Feet Wide road
Towards North	:	Plot no 22

SCHEDULE - II
(Description of the Flat under Sale with Parking)

All the part and parcel of the Property Bearing Plot no. 21, CTS no. 691, Flat No.----- On ----- floor, admeasuring carpet area ----- Sq. meter COMMON Stair + Lift AREA IN SQ. METER sqmtr. ----- Sq. mtr, and open balcony ----- sqmtr. With parking in the said scheme known as "THAKUR ENCLAVE" situated at Plot No.21, Jaisingpura, Nandanvan Colony, Tq. Aurangabad within the limits of Aurangabad Municipal Corporation.
Boundaries of the Property/Flate:-

<u>BOUNDARIES OF THE FLAT</u>		
Towards East	:	
Towards West	:	
Towards South	:	
Towards North	:	

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

OWNER

PROMOTER /OWNER /BUILDER/DEVELOPER/VENDOR

M/s Thakur Builders and Developers through its
Proprietor
Purushottam Singh Raghunath Singh Thakur


PURCHASER

MR.

WITNESSES :

WITNESSES :