AMMA BUILDERS AND DVELOPERS

Site office : Flat no 01, Ozone Building,
Plot no 17, Behind Eram Plaza, Mamta
Nagar, Ashoka Marg,, Nashik 422006.
Contact no:8975719707
Email: alimkhan1@rediffmail.com

Date: / /20

ALLOTMENT LETTER

To,
_____,
_____,
_____,
_____,
_____,

Dear sir and madam,

We are allotting you Flat No. _____ on NMC approved plan, in the building known as Ozone situated at Plot No.-17, S.No.-7/1/1 to 8, Wadala Shiwar, Ashoka Road, Nasik, after receiving the pending amount of Rs. _____/- (in words_____) through Cheque/DD Favoring, Amma Builders and Developers, BOB Bank, Nashik city Branch, Account no. : 04730200000784.

Please note that you will pay all the pending amount payment time to time as per the construction stages of this project with any failure.

Please note that you will keep the said property in good condition and will pay the municipal taxes and building maintenance as and when demanded by the appropriate authorities.

Yours truly,



(Partner: Ali Munir Khan)

ZONE No.	00.00
Govt. Value of	Rs. _____/-
Consideration of	Rs. _____/-
Stamp duty of	Rs. _____/-
Registration fees of	Rs. _____/-

AGREEMENT TO SALE

This Agreement to Sale is made and executed on this month of _____, 20____ at Nashik.

BETWEEN

M/S Amma Builders & Developers through partner, a partnership firm, having its office address at Ozone Building, plot no. 17, Survey no. 7/1, Mamta Nagar, Ashoka road, Nashik-422006. **PAN: AAVFA9304L**, through partner **Mr. Ali Munir Khan**, age: 34, occupation: business, R/o. 'Mabruk' plot 40, Bhabhanagar, Nashik- 422011, hereinafter referred to as **"VENDOR"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assignees, representatives) of the **FIRST PART.**

AND

1. **Mr.** _____, age: ____ years, occupation: _____, **PAN:** _____, **R/o.** _____

_____.

Hereinafter referred to as **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assignees, representatives) of the **SECOND PART.**

WHEREAS the vendors are the absolute and exclusive owners, lawfully well seized and possessed of the **flat no. _____ in Ozone** which is more particularly described in Schedule- II written hereunder and hereafter to as the **"THE SAID PREMISES".**

WHEREAS Mrs. Khan Farakh Taj Muzzammil Ather was original landlord of survey no. 7/1/1 to 8 i.e. sanctioned layout plot no. 17 i.e. admeasuring

obtained for residential purpose issued by Collector, Nashik and approval of collective layout of survey no, 7/1/1 to 8 from Nashik.

AND WHEREAS Amma Builders and Developers had purchased plot no. 17 from Mrs. Khan Farakh Taj Muzzammil Ather by way of sale deed dated 24/07/2014, which is duly registered at the office of Sub- Registrar, Nashik-6, at Sr. No. 1552/2014.

AND WHEREAS Amma Builders and Developers had purchased 'C' zone TDR admeasuring. 265 sq. mtrs. Bearing development right certificate no. 297 dated 08/06/09, from Mrs. Khan Farakh Taj Muzzammil Ather, by way of sale deed dated 24/07/2014, which is duly registered at the office of Sub-Registrar, Nashik- 6, at Sr. No. 1553/2014.

AND WHEREAS M/s. Amma Builders and Developers had formed partnership firm under the name & style as **M/s. Amma Builders and Developers** i.e. the Vendor.

AND WHEREAS the vendor prepared a collective building plan on plot no. 17 under reference, which has been sanctioned by Nashik Municipal Corporation, Nashik and commencement certificate dated 03/07/2013, bearing no. LND/BP/A4/121/1608/13 to that effect has also been issued. Accordingly plot no. 17, admeasuring 664.00 square meters as per sanctioned building plan. Xerox copy of the building plan and the commencement certificate are annexed with the present document.

AND WHEREAS the purchaser's/purchaser's is/are desirous of **flat no. ___** as per the approved building plan under reference, which is more particularly described in Schedule – II written hereunder, upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT TO SALE WITNESSESS AS UNDER AND IT IS AGREED BY AND BETWEEN THE PARTIES THAT:-

1) (a) The vendor hereby and hereunder agrees to do the said agreement of the said premises and assigned the purchaser's available thereto along with all the facilities and area amenities attached in "Annexure – A" thereof, as per the apartment scheme. So also purchaser's hereby and hereunder agrees to purchase the said premises which is more particularly described on Schedule – II written hereunder, from the vendor for consideration of **Rs.** _____/- (_____ only). The amount of consideration is fixed with mutual consent and there

is no dispute about the same. The purchaser's agrees to pay the vendor the amount of consideration in the following manner:

Amount in Rs.	Particulars
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque/DD bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	(In words Rs. _____only) paid by the purchaser's to the vendor by cheque bearing no_____ dated _____drawn from _____Bank, Address:_____
_____/-	**(In words : _____ only .**

This amount of consideration excludes the amount of electric meter and maintenance deposit of the said premises. It shall be the responsibility of the purchaser's to pay the balance amount as per above given cheques or by obtaining loan from any financial institution / bank as per his own arrangement within one month from the date of this agreement or as per the completion status of the project. If the purchaser's fails to pay as per above given cheques, then he has to pay 18% interest on the due amount. If he fails to pay the due amount and the applicable interest in one month from date of schedule date of the payment / cheque then this agreement to sale will become void and the vendor will have right to cancel this agreement to sale. The vendor will return the paid amount deducting 10%

of the total paid amount as admeasuring fees only after sale of the same unit to the third party.

2) The vendor has declared and confirmed to the purchaser's that the title of the said property and the said premises considered thereon is clear, valid and marketable and free form all encumbrances and to that effect has produced all the relevant documents thereof for the inspection of the purchaser's to which the purchaser's have duly perused the same and had satisfied himself regarding the title of the vendor to the said property and the said premises and further understood the ownership, title, rights and interest and other benefits available to the said premises and within such scope the purchaser's have agreed to purchase the said premises from the vendor for the above price of consideration.

3) The vendor hereby and hereunder agrees to do agreement to sale of the said premises to the purchaser's as the vendor has due rights and authorities and power to do so subject to full receipt of consideration price as mentioned herein from the purchaser's.

4) However, under no circumstances, the possession of the said premises shall be handed over to the purchaser's, unless and until, the entire amount due against the consideration, expenses and charges mentioned herein are satisfied by the purchaser's to the vendor.

5) The purchaser's hereby agrees that he shall abide by the rules and regulations framed or to be framed by **"Ozone"** and to do all and every reasonable act that is required to be done thereof.

6) The purchaser's hereby agrees to obtain conveyance of the said premises under the scheme of apartment of Maharashtra Apartment Ownership Act. 1970.

7) **The purchaser's or any person claiming any right, title or interest over the said premises through the purchaser's do hereby covenants with the vendor as follows:**

a) To maintain the said premises, at the purchaser's own costs, in good tenable repair and condition form the date of license to enter the said premises is taken and shall not change / alter or make addition in or to the building or in or the said premises itself or any thereof or do or suffer to be done anything in the staircase

or any passages, which, may be against the rules, regulations or bye-laws concerned or any other authority. Not to store in the said premises any good which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction of structure or the building or storing of which goods is objected by the concern local or other authorities and shall nor carry or caused to be carried any heavy packages on the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of building and in the event of any such loss, injury or damage caused to the said premises on account of negligence or default of the purchaser's shall be liable for all the consequences arising of account of the breach thereof.

b) Not to demolish or cause to be demolish the said premises or any part thereof at the time, make or cause to be made by addition or alteration in the elevation and outside colour scheme of the building and shall keep the walls and partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable, repair and condition and in particulars, so as to support, shelter and protect other parts of building and **shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, girders or RCC pardies/walls or any other structure member in the said premises without the prior written permission of the developer.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises of the said land and building.

8) The purchaser's or any person through the purchaser's shall use the said premises for the purpose , for which it is purchased and **the purchaser's, shall not be entitled to change the nature of such purpose, without the written consent of the vendor before the final conveyance and without the written consent of the apartment**, it will be duty bound on the purchaser's to act and behave in such a manner and fashion that there should not be any nuisance or annoyance to the occupants of the neighboring properties and so also the **purchaser's shall not use the said premises for any immoral of illegal purpose**.

9) It has been specifically agreed that whatever documents, agreements or deed will be required to be executed in pursuance to these presents, liability, of the vendor or shall be of obtaining the execution thereof, after receipt of the due consideration amount. However, the purchaser's alone shall be liable to bear and pay all

such expenses that would be required for executing the said documents such as, stamp duty, registration fees, legal fees, typing, LBT, VAT, Service tax, Xeroxing and any other related taxes, house tax and other incidental execution of any such document, agreement, deeds maintenance charges etc. shall intimate, in writing to the vendor and the vendor hereby undertakes to remain present with due authority so as to complete execution and registration of all such documents, agreement etc. in case of any delay on the part of the purchaser's in getting any documents / agreement registered in time, the vendor shall not be responsible for any payment or penalty or stamp duty, as per the provision of law and rules. The purchaser's also further agrees to deposit the required amount for stamp duty, registration fees, and allied expenses for execution of the deed of Apartment as per the prevalent valuation and on demand thereof.

10) This agreement shall always be subject to provisions contained in THE MAHARASHTRA OWNERSHIP FLATS ACT, 1963 and the rules hereunder and / or any modifications and /or any reenactment thereof and / or the rules or any other provisions of law applicable thereto and hereto, as well as the said declaration deed and the reservations contained therein and its bye-laws as well.

11) The vendor shall also pay his proportionate share of outgoing in respect of the said premises, taxes, insurance, common lighting sanction, water charges in the event of water being charges on the basis of the meter readings, either by the municipality or any other private arrangement, charges of bill collectors, chowkidars, and sweepers and all other expenses necessary and incidental to the said premises till giving the possession to the purchaser's.

12) **Mode of measurement: -** The measurement taken to calculate carpet area is from unfinished surface to unfinished surface (from brick wall to brick wall). It may vary after finishing work such as plaster, tilling, dado, etc.

13) The carpet area had been self measured by the purchaser's and is satisfied to be correct as mentioned in Schedule – II.

14) It is the responsibility of the purchaser's to pay extra over the consideration amount to the vendor as follows:

1) Maintenance deposit : Rs. _____/-
2) Electric Meter : Rs. _____/-
3) Water Connection : Rs. _____/-

15) In case if extra FSI is allotted /permissible to the said plot by the authority then the vendor / builder has all the rights to utilize it and construct extra in stilt / ground floor area of the building or on / over the terrace of the building, according to the vendor / builder choice. The purchaser's is / are satisfied to it and agrees to this and hence has no conflict regarding this, and the purchaser's has no right to use this FSI or/and any permissible permission of extra construction work granted by NMC and / or by any authority.

16) If the purchaser's takes loan of this flat, it is his responsibility to pay the said loan back to the bank. If the purchaser's is / are not repaying the said loan amount then the vendor is not responsible to pay that loan of the purchaser's.

17) After this agreement to sale, the purchaser's has no right to sale the said flat of premises by doing agreement to sale to any third person / firm without the consent of the vendor.

18) The vendor will not be responsible for delay in construction of the building in case of natural calamities, legal causes, short supply of materials etc.

19) The purchaser's shall not have any right to do any kind of interior work etc., in the said flat before the sale deed of this flat and receiving the possession letter from the vendor.

SCHEDULE – I

All that piece and parcel of Non- agricultural land bearing **plot no. 17** admeasuring **664 square meters**, of **survey no. 7/1/1 to 8**, situated at Wadala Shiwar, Tal. & District – Nashik, within the limits of Nashik Municipal Corporation and bounded as under:

East	- 7.5 m wide road
West	- Adjacent plot no. 18
North	- Adjacent plot no. 02 & 03
South	- Adjacent plot no. 19 & plot no. 21

SCHEDULE – II

All that piece and parcel of a residential unit bearing **flat no. ____** admeasuring area **_____ square meters i.e.,____square feet carpet area** on **_____ floor**, in the building known as **"Ozone"**, constructed on the property described on Schedule – I written herein above and bounded as under:

East - _____
West - _____
North - _____
South - _____

"ANNEXURE – A"

Ozone building specifications / amenities

- RCC framed structure with 6" thick external brick wall, and 4 " thick internal brick wall.
- External side finished with sand faced plaster painted with Asian or of reputed company paint.
- Internal side finished with neeru finish plaster and painted with Asian or of reputed company paint.
- Granite kitchen platform with SS sink.
- All rooms finished with 2' X 2' vitrified quality tiles and skirting.
- 4' height dado in kitchen, 4' ht. dado on WC, and 7' ht. dado on bath / toilet.
- Powder coated aluminum sliding window with mosquito net.
- MS safety grills to windows.
- Main entrance door with wooden frame and all internal doors with cement concrete frame.
- Water proof doors in WC and bath / toilet.
- Astral or of reputed company pipe concealed plumbing. Plumbing fitting done with reputed company.
- Concealed electric wiring with modular switches.
- Provision on inverter connection.
- Paving blocks in parking.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THIS DAY, DATE AND YEAR FIRST HEREIN ABOVE WRITTEN.

M/S Amma Builders And Developers
Through partner,
ALI MUNIR KHAN
(VENDOR)



MR. _____ .....
(PURCHASER'S)

WITNESSES:

1) ..... 2) .....