Zone.no : .....
Area of Flat (Carpet) : sq. meters
Government Rate Rs. : /- per sq. meter
Government Valuation Rs. : /-
Consideration Rs. : /-
Stamp Duty Rs. : /-
Registration Fees Rs. : /-

AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made at Igatpuri this .... day of .... of Year 2019.

BETWEEN

Balaji Yash Realotors Proprietary Firm,
Through Proprietor
Prafuljeet Yashwant Tathe
Age – 58 Years, Occ. – Business
PAN NO. – BQWPT2789N
Add.- Flat no. 5, Pratap CHS, Loya Road,
Igatpuri, Taluka Igatpuri, Dist-Nasik.

HEREINAFTER referred to as "THE DEVELOPERS" (Which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include their heirs, successors, executors, representatives, administrators, assigns, etc.) of the FIRST PART.

AND

Mr. .....
Age - ..... Years, Occ. – .....
PAN NO. – .....
Add.- .....

HEREINAFTER referred to as "THE ALLOTTEE" (Which expression, shall unless excluded by or repugnant to the context or meaning thereof be deemed to include their heirs, executors, representatives, administrators, assigns, etc.) of the SECOND PART.

AND

1. **Mr. Pradeep Jaynarayan Loya**.
   Age - 54 Years, Occ. – Business
2. **Mr. Manoj Jaynarayan Loya.**
   Age - 51 Years, Occ. – Business.

3. **Mr. Dinesh Jaynarayan Loya.**
   Age - 49 Years, Occ. – Business.
   Adress – Old Agra Road, Opp Railway Station,
   Igatpuri, Taluka Igatpuri, Dist – Nasik.
4. **Mrs. Nirmala @ Smita Shamsundar Mundada.**
   Age - 54 Years, Occ. – Housewife.
   Adress – Mauli Niwas, Kolhar – Ghoti Highway,
   Mahatama Phule Chauk, Akola,
   Taluka Akola, Dist – Thane

HEREIN AFTER referred to as "THE OWNER/CONSENTING PARTY" (Which expression, shall unless excluded by or repugnant to the context or meaning thereof be deemed to include their heirs, executors, representatives, administrators, assigns, etc.) of the THIRD PART

01) WHEREAS the property bearing City Survey no. 420/2B/2 area admeasuring 242.06 Sq. Mtrs situated at Igatpuri, Tal – Igatpuri & Dist Nashik within the limits of Igatpuri Municipal Council, and hereinafter referred to as the "Said Property"

02) WHEREAS the said property is owned by Consenting Party Accordingly, the names of the owner are entered into the revenue records of the said property and the owner have acquired the title, possession, interest, etc. in the said property. And the said owners have absolute right and liberty to transfer or otherwise dispose of the said plot in any manner as they like. The owner was interested in developing the said property but due to lack of knowledge the owner could not develop the said property so the owner approach the developer and Development agreement along with General Power of attorney was entered between the owner and the developer the said document was registered in the office of the Sub- Registrar Igatpuri at Sr. no. 2033/2019 and 2034/2019 dated 09/08/2019. With reference to the above said Development Agreement and General Power of Attorney the said property came in favor of the developers.

03) WHEREAS the Developer/Owner has launched a scheme of construction of a building consisting of Flats/ tenements to be sold on ownership basis and generally float a scheme called as an ownership of flats scheme by submitting the said property to the provision of the Maharashtra Co-operative Housing Society Act/Maharashtra Apartment Ownership Act 1970.

04) WHEREAS the Developers/Owners have got prepared the building plans of the construction of building and the same have been sanctioned by the Igatpuri Municipal Council vide sanction of Building Permit & Commencement **Certificate No. – CCNIN/B/2019/APL/00230 dated 13/06/2019**

05) WHEREAS the title of the said Developers / Owners to the said property is clear and marketable, transferable and title certificate in respect of the same has been issued by the Advocate of the said owner.

06) WHEREAS the Developers / Owners having rights as aforesaid proposed a scheme of ownership of flats to be sold on ownership basis.

07) WHEREAS the building under construction shall be known as "JAI LEELA APARTMENT" (Hereinafter referred to as the “said Building”)

08) WHEREAS each allottee of respective premises has to pay and bear the outgoings individually or in common as shown hereunder.

09) WHEREAS the Developers / Owners have appointed Matoshree Associates Tushar P. Sharma BE Civil as Architect registered with the Council of Architects and a Structural Engineer for the preparation of the structural design and drawings of the building and the Developers / Owners shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building.

10) WHEREAS the promoter has registered the said building under the provisions ot the Act with Real Estate Regulatory Authority at Maha Rera no …… dated …… authenticated copy is attached in herewith.

11) WHEREAS the allottee herein along with the other ALLOTTEE of flats/ /apartment units in the building shall join in forming Society under the provision of the Maharashtra Co-operative Society Act, or forming apartment & the rules made there under and also from time to time sign and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of the condominium and for becoming a member including the bye – laws of the proposed Association of Society.

12) WHERES the plans and specifications have been displayed for the inspection of the ALLOTTEE at the site and also in the office of the Developers / Owners.

13) WHEREAS the ALLOTTEE with an intention to purchase the constructed premises in the said building demanded inspection of the documents mentioned hereinabove including the Sale Deeds, Approved Plans, Permissions etc. That, the ALLOTTEE on perusing the same and being satisfied about the title of the Developers and the ownership of the said plots, rights of the Developers to develop the said plots and to sell the constructed areas showed their desire of purchasing the constructed unit in the said building demanded all the necessary documents for verifying the title of the said plot and the premises to be constructed over it. That, the Developers accordingly handed over the documents as mentioned hereafter and the ALLOTTEE hereby admit that they have received the copies of the following documents viz : (1) City Survey extracts & mutation entries, (2) Commencement certificate (3)Title Certificate, (4) Approved Building plan of premises mentioned in the schedule II hereunder written and that the ALLOTTEE admit to have received the copies thereof, which are not annexed with the present agreement.

14) WHEREAS the Developers / Owners undertake to comply with all the terms and conditions of the sanctioned orders and get the renewals thereof as and when required. The Developers further undertake to obtain Building Completion Certificate from Igatpuri Municipal Council, at their own cost & expenses. The ALLOTTEE being desirous & interested of purchasing and

acquiring on ownership basis a unit from the Developers approached the Developers with such a proposal.

15) WHEREAS there were fruitful negotiations between the Developers / Owners & the ALLOTTEE in respect of the premises to be acquired by the allottee from the Developers. The Developers agreed to sale to the allottee & the allottee agreed to purchase from the Developers premises bearing **Flat No. ....** on the **..... Floor** of the said building named as **Jai Leela Apartment** (Hereinafter for the sake of brevity referred to as the said unit) and which has been more particularly described in the Scheduled II of this agreement. And whereas the lump-sum price of the said premises is fixed at **Rs...../- (In words Rs. ..... only),** excluding all other expenses and costs to be borne by the allottee.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

01) That, the Developers / Owners agreed to sale to the ALLOTTEE & the ALLOTTEE agreed to purchase from the Developers **Flat No. .....** having **carpet area of ..... Sq. Mtrs.** The said flat also includes balcony as mentioned in the Schedule II herein below in the said building known as **Jai Leela Apartment,** for the lump-sum consideration of **Rs...../- (In words Rs. ..... only),**

02) That in case of default on the part of the allottee regarding the timely payment of the dues, the allottee will be liable to pay interest of 18 % p.a on the remaining / outstanding amount, till the time all the outstanding amount including interest is paid to the Developer.

03) That the amenities and fixtures to be provided in the said apartment are enlisted in this present agreement.

04) That the Developers / Owners hereby declare that the said property as described in Schedule – I, is free from all encumbrances and is exclusively owned and possessed by the Developers / owners. The Developers further declare & confirm that the title of the said property is clear, marketable & without any of the encumbrances whatsoever. The Developers further agree to clear the defects in title if any ever arose in future in respect of the said property at their own costs & expenses.

05) That the Developers / Owners have appointed Architect namely G.S Associates for the preparation of the designs, plans, etc. in respect of the said building to be constructed on the said property and accordingly the said Architect has got the building plans approved from the Igatpuri Municipal Council, The said property is and was never declared as an excess land under the said ULC Act. The tenure of the said property is clear & marketable. That the said property is situated and falls within the Residential Zone of the Igatpuri Municipal Council in its present Development plan. There is no dispute or litigation pending in respect of the said property. The said property is not affected by any Reservations nor it-is intended to be acquired for any public purpose by any deed or Govt. Authorities. There is no charge of lease, gift, sale, mortgage, etc. on the said property.

06) That the Developers / Owners have appointed Unique consultants as a structural Engineer for the proposed construction. The said designer has agreed to supervise the construction work on the said property.

07) That the said flat will be normally ready for possession by the end of December 2021 and the Developers / Owners have agreed to put the ALLOTTEE into the possession of the said flat after obtaining the certificate of Completion and / or Certificate of Occupation from the Competent Authority, Igatpuri Municipal Council provided that the ALLOTTEE / flat owner have paid the full consideration amount as mentioned aforesaid.

08) Whereas the Developers / Owners shall be entitled to reasonable extension of time for giving delivery of the said unit on the aforesaid date if the completion of building is delayed on account of:

i) War, Civil, Commotion or act of God, etc. which being beyond the control of Developers.

ii) Any notice, order, rules, notification of the Government or of any other public or Competent Authority.

9) That the copy of approved building plan of the said building has been enclosed herewith.

10) The Allottee agree/s to pay to the Owner a sum of **Rs...../- (In words Rs. ..... only),** as lump sum consideration, for acquiring the said premises from the Owner, which said consideration includes the consideration for the proportionate right in the common/restricted areas and facilities as aforesaid, only if applicable by agreement. The said consideration is required to be paid by the Allottee to the Owner in the manner as follows:-

Booking Amount	5.00%
On Commencement of Plinth Work	10.00%
On Completion of Plinth Work	10.00%
On Commencement of 1st Slab	6%
On Commencement of 2nd Slab	6%
On Commencement of 3rd Slab	6%
On Commencement of 4th Slab	6%
On Commencement of Brickwork	10.00%
On Commencement of Internal & External Plaster Work	10%
On Commencement of Flooring & Plumbing Work	10%
On Possession	3%
TOTAL:	100.00%

The purchaser have agreed to pay the amount as per the agreed terms If the said amount is not paid as mentioned above by the allottee, then the allottee will be liable to pay interest of 18 % p.a on the remaining / outstanding amount, till the time all the outstanding amount including interest is paid to the Developer.

11) In addition to the consideration payable, if at any time after the execution of this agreement, the Government levies any tax/duty/charge/levy/ premium/surcharge etc by whatever name called prospectively or retrospectively, in respect of the said flat or the construction thereof or in respect of this agreement or any other document registered shall be exclusively borne and paid by the ALLOTTEE alone and the ALLOTTEE hereby indemnifies the Owner in that behalf.

12) The allottee has paid to the Developers the part consideration amount, i.e. of Rs. ...../- as per aforesaid percentage which is as under.

Sr. No	**Particular of Payment**	**Amount Rs.**
1	.....	..... /-

The remaining amount of **Rs. ...../- (Rupees ..... only)** is receivable from the ALLOTTEE. The ALLOTTEE have promised to pay the remaining consideration amount, either through their own funds or by obtaining loan from Banks / financial institution, if they required.

13) That the ALLOTTEE have agreed to pay the Stamp Duty, Registration Fee, Advocate's Fee and all such other miscellaneous expenses for the registration of this Agreement for sale and further agree to bear advocate fees, registration expenses and any other miscellaneous expenses to register the final sale deed. The ALLOTTEE however agrees to pay in future the expenses, such as Stamp Duty, Registration Fees, and miscellaneous expenses that will be required for the execution and registration of the Deed of Apartment in favor of the ALLOTTEE.

14) That the ALLOTTEE have agreed to deposit with the Developers the amounts for the purpose hereunder mentioned.

(i) Expenses required for the installation of Transformer for the supply of electricity in the entire building and in particular providing electric supply or meter in the apartment.

(ii) Proportionate taxes and other charges, excluding service tax, vat, etc.

(ii) The ALLOTTEE agree to deposit and pay the local body taxes and such other taxes as are and may be levied by any authority. The ALLOTTEE further agree to pay the said taxes from the date of completion certificate regarding the said Apartment. The ALLOTTEE agree to reimburse the amount of said taxes in case the Developers have paid those taxes.

15) That the ALLOTTEE hereby agree that the maintenance of electric supply, maintenance costs, maintenance work and charges, etc. as regards the electricity and the building as a whole will be the liability of the allottee. It is clarified further that the Developers shall not be liable for any maintenance of

the building, the fittings and equipments, bearing, etc after the completion of the said building.

16) That the Developers / Owners hereby agree that the maintenance of the lift, battery backup, electric pump and such other equipments shall be the liability of the allottee in its entirety. In any case the Developers shall not be liable for the maintenance of the building, lift, pump, battery backup, inverter and such other equipments or facilities after the completion of the said building.

17) That the purchases hereby agreed to pay and have confirmed that they shall be liable for the payment of the N. A. Tax and all such other taxes as are and will be levied on the said building and or on the said unit after the society formation.

18) The ALLOTTEE with intention to bring in and bind all persons into whomsoever hands the premises may come, do hereby covenant/s with the Owners as follows:-

i) To maintain the said premises at the cost of the Allottee in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises are situated or the staircase or any passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said premises are situated or the said premises itself or any part thereof.

ii) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building and in case any damage is caused to the building or the said premises on account of negligence or default of the Allottee in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.

iii) To carry out at the costs of the ALLOTTEE all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Owners to the Allottee and shall not do or suffer to be done anything in or to the building in which the said premises is situated which constitute/s a breach or contravention under the rules regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Allottee committing any act in contravention of the aforesaid, the Allottee shall be responsible and liable for consequences thereof to the concerned local/ public authority.

iv) At any time not to demolish or cause to be demolished nor erect or caused to be erected nor remove or caused to be removed any works,

amenities, fixtures or fittings make or cause to be made any additions or alterations of whatever nature in or to the said premises or any part thereof including the bathrooms, terrace/s, balcony, car parking spaces etc. nor make any alteration in the elevation and outside colour scheme of the building in which the said premises is situated by doing of any works such as enclosing, covering, etc. of balcony, car parking space, open space, terrace, etc., affixing grills, windows, collapsible gates, nets, etc. thereto and shall keep the party walls, sewers, drain pipes terraces/ compound walls and fences in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner remove or damage the columns, beams, walls, slabs flooring, tiling fittings or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Owners and/or the Ultimate Body, as the case may be.

v) The Allottee shall permit the Owners, her surveyors or agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and to make good with utmost depatch of the receipt of such notices all defects, decays and want of repairs of which notice in writing shall be given by the Owners to the Allottee.

vi) The Allottee shall permit the Owners and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structure and other conveniences belonging or serving or used for the building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipe and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the building in respect whereof the Allottee or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax and other outgoings.

vii) Not to use the said premises or permit the same to be used for any purposes whatsoever, other than for residential purpose and car parking space for parking purpose as the case may be, and such other purposes as permitted under the conditions and covenants of this Agreement only, or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building or to the owners of or occupiers of the neighboring properties nor for any illegal or immoral purpose.

viii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.

x) To pay to the Owners within seven days of demand by the Owners, the Allottee's share of security deposits, demanded by any concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.

xi) Not to demand partition of the Allottee's interest in the said property and building it being hereby agreed and declared by the ALLOTTEE that the interest in the property and building is impartable and it is agreed that the Owners shall not be liable to execute Conveyance Deed or any other documents in respect of the said premises in favour of the Allottee.

xii) Not to decorate the exterior of the said premises except in a manner as near as may be in which the same was previously decorated and without the previous consent in writing of the Owners or the Ultimate Body as the case may be.

xiii) Not to affix any sign/ name/ display board or hoarding or neon lights in or about the said premises and/or in any portions of the property and/or the building save and except the spot or place and of the dimensions and specifications specified by the Owners in that behalf.

xiv) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee viz. user for any purposes other than as stipulated herein.

xv) Not to sub-let, transfer, assign or part with the Allottee's interest or benefit in this Agreement or part with possession of the said premises until all the dues payable by the Allottee to the Owners under this Agreement are fully paid up and only if the Allottee have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee have given prior intimation in writing to the Owners.

19) All the notices to be served on the ALLOTTEE, as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the ALLOTTEE by Registered Post A.D. / Under Certificate of posting at and / or on the address as specified in title.

20) This Agreement shall always be subject to the provisions of the Maharashtra Co-operative Society Act and the Rules made there-under.

21) The Allottee undertakes to pay and bear payment of Goods and Service Tax, G.S.T, in respect of the said building or the said unit.

22) This agreement is not a conveyance and thus does not confer and right, title or interest to the ALLOTTEE in the said unit. The ALLOTTEE until the

final conveyance is executed in their favour shall not be entitled to transfer or assign the said unit in any manner whatsoever.

23) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

THE FIRST SCHEDULE ABOVE REFERED TO:

All that piece and parcel of property bearing City Survey no. 420/2B/2 area admeasuring 242.06 Sq. Mtrs situated at village Igatpuri, Taluka Igatpuri and District Nashik within the local limits of Igatpuri Municipal Council which is bounded as under :-

Towards East : 7.5 Meter Road
Towards West : Plot no. 5 & 7
Towards South : 9.00 meter vide Road
Towards North : Plot no. 17

THE SECOND SCHEDULE ABOVE REFERRED TO :

…… BHK Flat No. …… admeasuring carpet area of …….. sq. meters, on **…… floor** ……. of the building known as "**Jai Leela Apartment**" constructed on the above property bounded as under :-

Towards East :
Towards West :
Towards South :
Towards North :

ANNEXTURE FOR FLAT

AMENITIES & SPECIFICATION

R.C.C. Work - Earthquake resistant R.C.C. Structure

Masonry - Outer wall of the building will be 6" thick

	and internal wall 4" Thick Burnt brick masonry.
Paint	- Emulsion acrylic paint for internal walls and external apex paint.
Flooring	-2ft X 2ft vitrified tiles flooring with 3 inches skirting; Designer glazed tiles upto beam bottom level for bath and anti-skid tiles for flooring.
Doors	- Internal flush doors, Wooden/Cement/Granite door frames for WC & bath with PVC door shutter
Windows	- Three track powder coated aluminum sliding windows
Kitchen	- Granite kitchen platform with stainless steel sink & dado of designer glazed tiles upto four feet height.
Plumbing	-Concealed Plumbing with standard quality sanitary fittings.
Electricity	-Concealed Electric fittings with minimum 3.5 points.
Lift	- Lift with power back upto nearest floor.
Compound -	compound wall 4.5 feet surrounding the whole building –
Common Facility	- 1. Water tank-Underground one tank and three over head water tanks i.e one overhead water tank for every wing with adequate storage capacity 2. Children's play area 3. Common parking. 4. C.C. TV camera in common area.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands on this ….. day of …… hereinabove mentioned.

SIGNED & DELIVERED
BY THE ALLOTTEE WITHINNAMED
BY THE DEVELOPERS
WITHINNAMED **Balaji Yash Realotors Proprietary Firm,**
Through Proprietor
Mr. Prafuljeet Yashwant Tathe

Mr……
SIGNED & DELIVERED

BY THE ALLOTTEE WITHINNAMED
BY THE PURCHASER

---

1. **Mr. Pradeep Jaynarayan Loya**.
2. **Mr. Manoj Jaynarayan Loya.**
3. **Mr. Dinesh Jaynarayan Loya.**
4. **Mrs. Nirmala @ Smita Shamsundar Mundada.**

SIGNED & DELIVERED
BY THE OWNERS
THROUGH POWER OF ATTORNEY HOLDER
Balaji Yash Realotors Proprietary Firm,
Through Proprietor
Mr. Prafuljeet Yashwant Tathe

IN THE PRESENCE OF WITNESSES:

1) ---------- ----------

2) ---------- ----------