

AGREEMENT TO SALE

WARD No. 13/1	: ZONE No. 6/65
STAMP OF	: Rs. /-
VALUE FOR STAMP DUTY:	Rs. /-
COSNDERATION	: Rs. /-
AREA SOLD	: ____ SQ. FT. CARPET AREA

This Agreement to Sale is made on this ____ day of February 2017 (TWO THOUSAND SEVENTEEN) BETWEEN:

M/S. XLNC, a Proprietary concern having its office at 195/10, Near Shree Krupa Hospital, Pipeline Road, Temghar Pada, Bhiwandi, Dist: Thane through its Proprietor **MR. RIYAZ ACHHAN KHAN**, Age 30 yrs., hereinafter, for the sake of brevity and convenience, called and referred to as **“THE OWNER/VENDOR/BUILDER”** (which expression shall, unless repugnant to the meaning and context thereof, include and mean to be his heirs, successors, legal representatives, assigns executors etc.) OF THE ONE PART
AND

MR. _____, An Adult, residing at _____ hereinafter for the sake of brevity and convenience, called and referred to as “**THE PURCHASER**” (which expression shall, unless repugnant to the meaning and context thereof, include and mean to be his heirs, successors, legal representatives, assigns executors etc.) OF THE SECOND PART.

WHEREAS the vendor was seized and possessed of and were absolute and exclusive owners and occupants of plot of N.A. land bearing Survey No. 110/12 Paiki, situated at MAUJE: TEMGHAR, PIPELINE ROAD, TEMGHAR PADA, BHIWANDI, DIST: THANE.

AND WHEREAS the Vendor/Builder with the intent to develop the said Land is constructing a R.C.C. Building on the above said land.

AND WHEREAS the plans and specification for constructing the said building have been got sanctioned by Bhiwandi Nizampur City Municipal Corporation, Bhiwandi vide permission No. B.P.K/78/Temghar/2013-2014 Outward No. J.K.N.R.V / 2317 dt.25/11/2013 for construction on the above said Land. And the B.N.M.C. has given the permission to Construct Ground Plus upper Upper floors in the above said building.

WHEREAS The Vendor is constructing said building on said lands as per sanctioned plans and specification.

WHEREAS the vendor was desirous of selling a residential flat, situated in the said building, which is fully and properly described in the **Schedule** written hereunder and which is hereinafter called and referred to as “**THE SAID FLAT**”, hence he was in search of prospective Purchaser.

WHEREAS the Purchaser wanted to purchase a residential flat at Temghar area of Bhiwandi, so when he came to know about desire of the vendor, he approached him, and expressed his desire to purchase the said Residential Flat **No. ____** on the _____ floor, carpet area admeasuring about ____**.00 Sq. feet.**, as per Plan attached situated on the R.C.C. Building being constructed under the name and style of **“LANDMARK RESIDENCY”**, for the price of **Rs. _____/-**
(Rupees _____ only) on the terms and conditions set forth hereinbelow.

WHEREAS the parties in negotiation agreed that a co-operative housing society shall be formed and registered by the Purchaser of all the flats of the said building, at their own efforts and expenses, after sale of the entire building, under the name and style of **“LANDMARK RESIDENCY”**

WHEREAS the said flat situates within the limits of Bhiwandi Nizampura City Municipal Corporation, within the registration district of the District Registrar of Assurances, Thane and within the registration sub-district of the Sub-Registrar of Assurances, Bhiwandi.

NOW THIS AGREEMENT WITNESSETH and it is agreed by the between the parties hereto as follows:-

1) That the Purchasers has already paid the sum of **Rs. _____/- (Rupees _____ Only)** have been paid by Cash/Cheque, prior to execution hereof and there is no separate receipt issued for the same and this being the part consideration of the above said Flat and the receipt whereof the vendor do hereby admit and acknowledge. The balance consideration of **Rs. _____/- (Rupees _____ only)** shall be paid by the Purchasers to the Vendors & Developers within 30 days from the execution of

these presents by their own sources and/or by obtaining housing financial assistance from Bank/Financial institution.

On the Purchasers committing default of payment of any amount due and payable by the Purchasers to the vendor under this agreement notwithstanding what is stated in clause above (including its proportionate share of taxes levied by concerned authority and other outgoings) and on the Purchasers committing breach of any of the terms and condition herein contained the Vendors shall be entitled at their own option terminate this agreement.

PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the vendors unless and until the vendor shall have given to the Purchasers 15 days prior notice in writing of its intimation to this agreement and of the specification breach or breaches of terms and condition in respect of which it is intended to terminate the agreement and default shall have been made by the Purchasers in remedying such breach or breaches within 15 days of receipts of such notice. Provided further that upon termination of this Agreement as aforesaid the Vendor shall refund to the Purchasers the installment of sale price of the Flat which may till then have been paid by the Purchasers to the Vendor and they shall not be liable to pay to the Purchasers any interest on this amount by the vendors the Vendors shall be at liberty to dispose off and sell and the said flat to such person and at such price as the vendors may in their absolute discretion think fit. The Vendors shall be liable to refund the above to the Purchasers only after the said Flat is sold and the amount is received from other prospective Purchasers.

In case of non-payment of above said amount to the vendors as mentioned above for any reason, the present agreement will be cancelled upon the sole discretion of Builder and for which no notice is required to be given to the Purchasers.

The Vendors shall give possession of the said flat to the flat Purchasers on completion of the building as certified by the Architect and only after receipt of full and final payment.

The Purchasers hereby agrees that in addition to the amounts provided above, Purchasers shall themselves bear the charges for getting Electricity/Water connection or any other connection or payments of similar nature.

- 1) The vendor, hereby covenants with the purchase as follows:
 - A. The said flat shall be quietly entered into and upon and held and enjoyed and the benefits and profits received there from by the Purchaser, without any interruption of disturbance by the vendor or any person claiming through them or under them any lawful disturbance or interruption by any person whomsoever.
 - B. The vendor shall, at the cost of the person, requiring the same, execute and do every such assurance or thing necessary for further more perfectly assuring the said flat to the Purchaser, her heirs etc. as may reasonably be required.
 - C. The possession of the said flat is handed over by the vendor to the Purchaser, which he hereby acknowledges to have received.
 - D. The vendor shall co-operate with the Purchaser, in getting the said flat transferred in the name of the Purchaser, in all the records of rights at the expenses of the Purchaser. The vendor shall sign all the necessary documents, papers, applications etc. and give statements, wherever and whenever required for the purpose of transfer of the said flat in the name of the Purchaser.
 - E. On execution hereof, the Purchaser has become absolute and exclusive owner and occupant of the said flat.

- F. Hereafter the Purchaser shall be entitled to use, occupy, enjoy and possess the said flat as absolute and exclusive owner and occupant thereof. The Purchaser shall be free to use the said flat, as its owners.
- G. After execution hereof the vendor shall have no right, title, interest, claim, concern, demand etc. over the said flat.
- H. The vendor shall be liable to pay all the taxes, cess, assessment etc. in respect of the said flat, to the concerned authorities for the period till execution hereof and for the period subsequent to that, such outgoings shall be paid by the Purchaser.
- I. ***The Vendor hereby declares that:***
- i) He has clear and marketable title over the said Flat.
 - ii) He has all the powers, authority and rights to sell the said Flat and to transfer its possession to the Purchaser.
 - iii) The said Flat, hereby sold, is free from all the encumbrances.
 - iv) Except the Vendor, no other person has any right, title, interest, claim, concern, possession, share, demand etc. over the said Flat.
 - v) The said flat is not subject matter of any suit, case, litigation, prosecution, attachment and are under control or possession of any court Receiver.
 - vi) The said Flat is not mortgaged or kept as surety/security, by the vendor for obtaining any loan or for borrowing money from any bank, person, society.
 - vii) The Vendor has not entered into any oral or written deal about the said flat, with any other person except the Purchaser.
- J. It is specifically agreed by and between the parties that the proposed building shall be named as “**LANDMARK RESIDENCY**” and shall have a co-operative housing society, which shall formed by all the flat holders of the same at their expenses and efforts, only after disposal of all the said building.

- K. It is agreed that on transfer of possession of the said flat to the Purchaser, the Purchaser shall not be entitled to make any grievances regarding any item of title, work, quality of work or material used for construction nor shall be entitled to make any claim in this behalf nor the vendor shall be liable for the same. The Purchaser are satisfied with the title of the said Flat, the same shall not be questioned by the Purchaser hereafter. The Purchaser shall be entitled to take benefits of the amenities provided in the said flat.
- L. After transfer of possession of the said flat by the vendor to the PURCHASER, he shall be liable to pay his proportionate share of municipal assessment in respect of the said flat, all taxes, dues. Duties, impositions, outgoings, burdens, water chargers, insurances premium, maintenance charges, common lights charges, repairs, salaries of employees of the society including watchman, sweepers etc. and all other expenses of the building, whether they are imposed by the vendor or the local authority. The PURCHASER shall be liable to pay such outgoings regularly and punctually on or before 10th day of every English Calendar Month or as and when demanded.
- M. It is agreed that the Purchaser shall be entitled to carry out all internal repairs of the said flat, at their costs and shall maintain it in good condition and shall observe all the rules of the local authority in such activities. So also they shall not do or suffer to be done anything in to and upon the said building or the said flat, which may be against such rules and bye-laws of the local authority. The Purchaser shall be responsible to the local authority for anything done in connection of the said building and the said flat and shall be liable for the consequences thereof, if anything is done by them as mentioned above.

- N. The Purchaser shall be liable and bound to sign all the necessary papers and documents and to do all other acts, deeds, things as the vendor may lawfully require them to do from time to time in their behalf for safeguarding the property and interest of other flats etc.
- O. The vendor shall be entitled to carry out any sort of additional construction on, above over, in and the said building and to transfer its title/possession to any person whatsoever, anytime in present or future i.e. even after formation and registration of the proposed co-operative society. It is further agreed that the vendor shall be entitled to purchase T.D.R from open market and use it for the purpose of construction, in, above, over, or on the said building and to sell the same in open market. The Purchaser, the society, the occupants of the proposed building and all those who shall be concerned at the relevant time shall not be entitled to object, obstruct or hinder the vendor in the such construction and its disposal.
- P. The vendor shall be entitled to take full benefit of the increment in the F. S. I of the said land and T.D.R purchased from open market, situated beneath and around the said Building in present or future and shall be entitled to construct structure in on, above, around and over the said building. The Purchaser, the Society, the occupants of the proposed building and all those who shall not be entitle to object, obstruct or hinder the Vendor in such construction and its disposal.
- Q. It is specifically agreed by and between the parties that the Purchaser shall not carry out any construction or erect any permanent or temporary structure or shed anywhere around the said flat and thereby cause any nuisance or obstruction in use of the open space around the said flat by the occupants of the said Building.

- R. It is specifically agreed by and between the parties that the Purchaser and the occupants of the said building shall in no circumstances be entitled to carry out or cause any change in RCC Design or elevation and/or any change which may cause damage to in elevation/construction of and exterior paint/colour of the said building and shall not disfigure or damage the beauty of the said building by his conduct.
- S. The Purchaser shall be entitled to the said flat for Residential purpose only.
- T. It is agreed that in any circumstances, the Purchaser shall not demand partition of his/her interest in the said building or land beneath it. It is hereby agreed and declared that interest of the Purchaser in the said land and building is impartable and it is agreed that the vendor shall not be liable to execute any document of such transfer in respect of the said flat in favour of the Purchaser.
- U. The parties specifically agree that it shall not be hereafter open to the Purchaser to dispute title of the Vendor to the said land, building and share in the said flat.
- V. The Purchaser hereby covenants with the vendor that he shall not demolish or cause to demolish any part of the said building or any part or portion of the same nor will he at any time make or cause to be made any new construction of any nature in the said building or any part thereof nor will he make any addition or alteration to the said flat without previous permission and consent of the vendor.
- W. The Purchaser shall not be entitled to hold Vendor liable and responsible for any addition, alteration or construction if made against, in contravention of or in addition to the sanctioned construction of the said building.

- X. It is agreed that the Purchaser shall be entitled to affix and place any type of furniture, fixtures etc. inside the said Flat. But he shall not be entitled to carry out any construction or place any furniture, fixtures etc. out of the said flat or in the open space, gangway, staircase etc. and shall not be entitled to obstruct or hinder the common passage, gangway, staircase etc. of the said building by any of his actions or inactions.
- Y. It is further specifically agreed by and between the parties that the Purchaser shall use the said Flat only for residential purpose and not do any such activity in the said building which shall cause air, water or noise pollution and which shall cause vibration and damage to the construction and structure of the said Building. The Purchaser shall also not carry out any commercial activity in the said Flat.
- Z. It is agreed that the unsold parts of the said building, including terrace, parapet, open space, gangway, passages, etc. of the said building shall be of the ownership and possession of the vendor and he shall be entitled to use, enjoy, possess and occupy the same, without any objection, obstruction from the Purchaser, Proposed Society or any other person whomsoever even after execution.
- AA. The total expenses for preparation and registration of this deed are being borne by the Purchaser as agreed earlier between the Vendor and Purchaser.
- BB. The Purchaser or any flat Purchaser of the said building shall have no right, title, interest, claim, concern, share, possession, demand, etc. over ground floor, terrace or land beneath or around the said building.

CC. The Purchaser shall be liable to Pay VAT and Service Tax and/or any other local tax or expenses related to the said flat instantly as and when the same arises or as may be applied by the appropriate authorities from time to time.

PROVIDED ALWAYS and it is hereby agreed that whenever such an interpretation would be requisite to give fullest possible scope and effect to any covenant herein contained, the expressions “**THE VENDOR**” and “**THE PURCHASER**” herein used shall include and mean to be their respective heirs, successors, legal representatives, assigns, executors, etc.

SCHEDULE 'A'

ALL THAT, piece & parcels of **Residential Flat No. ____** admeasuring about **____.00 Sq. feet** built up as per Plan attached situated on the _____ Floor, of an R.C.C. Building being constructed under the name and style of “**LANDMARK RESIDENCY**”, at mauje Temghar, Bhiwandi, being constructed on N.A. land bearing Survey No. 110/12 Paiki, Mauje Temghar, Pipeline Road, Temghar Pada, Bhiwandi, Dist Thane. The area is within the limits of BHIWANDI NIZAMPUR CITY MUNICIPAL CORPORATION, within the registration district of the District Registrar of Assurances, Thane and within the registration sub-district of the Sub-Registrar of Assurances, Bhiwandi.

IN WITNESSETH WHEREOF the Owners/Vendor and Purchaser have set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

WITHIN NAMED VENDOR

M/S. XLNC

Through its Proprietor

MR. RIYAZ ACHHAN KHAN

SIGNED AND DELIVERED BY THE

WITHIN NAMED PURCHASER

MR. _____

in the presence of

1. _____

2. _____