

Agreement to Sale

This Agreement made at Varanasi this DD/MM/YY between **M/S Cenit Infrastructure Pvt. Ltd** (a Company duly incorporated under Indian Companies Act 1956, having its registered office at 1st floor Saraswati Tower,Lanka,Varanasi, through one of its authorized signatory /Director **Mr. Pankaj Kumar Srivastav** hereinafter referred to as “the Developer Company/owner”) of the **ONE PART(DEVELOPER)**

AND

Mr/Mrs. ABC... s/o- ABC resident of Hereinafter referred to as “the Flat Purchaser” of the **OTHER PART (PURCHASER/S)**.

WHEREAS:

- a) Flat details of which is given in **Annexure ‘C’** on mention in of his developed by the first party, for which an developer agreement has been executed between the owner of the land and the first party, as per terms and condition the first party has constructed a Residential/Commercial building on the land purchased by the aforesaid owners.
- b) The Company/owner now is in possession of the said land and constructing multi-storied building thereon.
- c) As per terms of Developer Agreement the first party in fully authorized and entitled to sale his share in the Developed and Constructed Building **CIPL ENCLAVE**.
- d) The Flat Purchaser demanded from the Company and Company has given inspection

to the Flat Purchaser of all the documents of title relating to the said land, the said Order, and the plans, designs and specifications prepared by the Company's Architects and of such other documents as are specified under the U.P. ownership of Flats Act (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, (hereinafter referred to as "the said Act") and the rules made thereunder.

- e) The Copies of Certificate of Title issued by the solicitor or advocate of the Company, copies of Property card or extract of Revenue records or any other relevant revenue record showing the nature of the title and rights of the Company to the said land on which the flats are being constructed or are to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked **Annexures 'A' 'B' 'C' and 'D' respectively.**
- f) The Company has got approved from the concerned local authority or V.D.A. the plans, the specifications, elevations, sections and details of the said buildings.
- g) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions that are to be observed and performed by the Company while developing the said land and the said building/s 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.
- h) The Developer Company has accordingly commenced construction of the said building/s in accordance with the said plans.
- i) The Flat Purchaser applied to the Developer Company for allotment of a **Flat No.***** on **(..) floor** in **CIPL ENCLAVE** being constructed over the said land.
- j) Upon the request and application, the Developer Company has agreed to sell to Purchaser a flat at the price and on the terms and conditions hereinafter appearing.
- k) Under section of the said Act the Developer Company is required to execute a written agreement for sale of said flat to the Flat Purchaser being in fact these presents and also to register said agreement under the Registration Act, at the cost and expenses of the flat Purchaser.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS:

1. The Developer Company shall construct the said building/s consisting of Basement, Ground floor at Stilt level and 9 upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Developer company may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
2. The Flat Purchaser hereby agrees to purchase from the Developer Company and the Developer hereby agrees to sell to the Flat Purchaser one **flat No.**** of super built-up area admeasuring **** **sq.mtr.**(Which is inclusive of the area of balconies) on **(..)** **Floor** as shown in the floor plan thereof hereto annexed and marked Annexure "D" with parking in stilt (hereinafter referred to as "the Flat")for the price of Rs..... and Rs as parking space including **Rs.** (Rupees in words)being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser having paid a sum of **Rs.....** (Rupees in words) as part payment for the Purchase of the Flat, hereby agrees to pay to that Developer balance amount of sale price of Rs..... (Rupees in words) having been paid to the Developer Company on or before the execution of this agreement in the following manner:-
 - (i) At the starting of foundation work:- Rs.....
 - (i) At completion of foundation work:- Rs.....
 - (ii) At completion of basement work:- Rs.....
 - (iii) At completion of stilt slab:- Rs.....
 - (iv) At completion of 1st slab:- Rs.....
 - (v) At completion of 2nd slab:- Rs.....
 - (vi) At completion of 3rd slab:- Rs.....
 - (vii) At completion of 4th slab:- Rs.....
 - (viii) At completion of 5th slab:- Rs.....
 - (ix) At completion of 6th slab:- Rs.....
 - (x) At completion of 7th slab:- Rs.....
 - (xi) At completion of 8th slab:- Rs.....
 - (xii) At completion of 9th slab:- Rs.....
 - (xiii) At completion of 10th slab:- Rs.....
 - (xiv) At completion of plaster work:- Rs.....
 - (xv) On Possession:- Rs.....

The flat purchaser shall make the payments by cheque/ Demand draft/ Pay order drawn in favour of “**CENIT INFRASTRUCTURE PVT.LTD.**”

3. Over and above the total sale price of **Rs.....** (Rupees in words) the flat purchaser also agrees to pay Service Tax and all other Statutory levies payable to State Government, Central Government and/or Local Bodies. The flat Purchaser shall make the said payments separately by Cheque/Demand Draft/Pay order drawn in favour of “**CENIT INFRASTRUCTURE PVT.LTD.**“. It is agreed that the said Service Tax and other Statutory levies paid by the flat purchaser shall be non refundable.
4. Without prejudice to the other rights of the Developer Company, the Flat Purchaser agrees to pay to the Developer Company interest at eighteen per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Developer Company under the terms of this agreement from the date the said amount is payable till the date of actual payment.
5. The Fixtures, fittings and amenities to be provided by the Developer Company in the said building.
6. Subject to force majeure, the Developer Company shall give possession of the flat to the Flat Purchaser on or before **MM /YY** . If the-Developer Company-fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond its control and of any inevitable causes as per the Provisions of U.P. Ownership Flats Act, then the Developer Company shall be liable on demand to refund the amount received by it till date in respect of the said flat without interest It is however agreed that the dispute as to whether the stipulations specified in said Act have been satisfied or not will be referred to the Arbitrator, whose decision shall be binding over the parties.

Provided that the Developer Company shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

- (i) non-availability of steel, cement, other building materials, 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.

iv) Disruption of any Service or any such event which is or shall be out of control of the Developer.

However, if the company be intentionally fails to construct the said building and causes delay in handing over the possession of the said flat, the company shall be liable to pay interest at the prevailing bank rate from the due date of possession as mentioned above.

7. The Flat Purchaser shall take possession of the Flat within 30 days of the Developer Company giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation:

Provided that if within a period of three months from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Developer Company any defect in the Flat or the building in which the Flat is situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Developer Company at its own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the Developer Company reasonable compensation for such defect or change.

8. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/it shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's own vehicle. Or vehicle belonging to occupant of respective flat.

9. The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within 30 days of the same being forwarded by the Developer company to the Flat Purchaser, so as to enable Developer company to register the occupation of the Flat Purchaser within the time limit prescribed by U.P. Ownership of Flat Act. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

10. Commencing a week after notice in writing is given by the Developer Company to the flat Purchaser that the flat is ready for use and occupation, the flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the promote such proportionate share of outgoing as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined, The Flat Purchaser shall pay to the Developer Company provisional monthly contributions as decided amicably towards the outgoing. The amounts so paid by the Flat Purchaser to the Developer Company shall not carry any interest and remain with the Company until a formation of the society or a limited company as aforesaid. Balance contributions after appropriation the flat Purchaser's proportionate share in outgoings shall be paid over by the Developer Company to the society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

The flat Purchaser shall make the above payments by Cheque/Demand draft/Pay order drawn in favour of **“CENIT INFRASTRUCTURE PVT. LTD”**.

11. The Developer Company shall utilise the amount paid by the Flat Purchaser to the Company for meeting all legal costs, charges and expenses, including professional costs of the Advocate of the Developer Company in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance of Flat.
12. At the time of registration, the Flat Purchaser shall pay to the Developer Company the Flat Purchaser's share of stamp duty and registration charges payable.
13. The Flat Purchaser/s himself/themselves with intention to bring all persons into whosoever hands the Flat may come, both hereby covenant with the Developer Company as follows:

(a) To maintain the flat at his/their own cost in good tenantable repair and condition from the date the possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

(b) Not to store in the Flat 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Developer to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner damage to columns, beams, wall, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Developer and/or the Society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated

or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

(g) Pay to the Developer Company within 15 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government for giving electricity or any other service connection to the building in which the Flat is situated.

(h) 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 Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose.

(i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat, until all the dues payable by the Flat Purchaser to the Company under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Developer company of this their intention to do so.

14. The Flat Purchaser shall observe and perform all the rules and regulations which the society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the Occupation and use of the Flat 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.

15. Till a conveyance of Flat is executed, the Flat Purchaser shall permit the Developer Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part

thereof to view and examine the state and condition thereof.

16. The Developer Company shall maintain a separate account in respect of sums received by the Company from the Flat Purchaser as advance or deposit sums received on account of the flat purchase or for the formation of the Co-operative Society or a company or towards the outgoing, legal charges and shall utilise the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Developer Company, until the said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.
18. Any delay tolerated or indulgence shown by the Developer Company in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Company shall be construed as a waiver on the part of the Developer company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser.
19. The Flat Purchaser and/or the Developer company may present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer Company or its authorised representative will attend such office and admit execution thereof.
20. The Income Tax PAN of the parties hereto are as under.
 - a) **CENIT INFRASTRUCTURE PVT. LTD: – AAFCC6012J**
 - b) **Mr/Mrs.**

21. This Agreement shall always be subject to the provisions of the U.P. Ownership of Flat Act and the rules made there under/said Act and the rule made there under.

First Schedule above referred to

As provided to the Bank at the time of APF

Second Schedule above referred to

(Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities)

- All the common lobby and passage and open space at ground and roof top of the building.

ANNEXURE 'A'

- All several plots of land of part of **Arazi No.13/2** having total land area of **2217.10 sq.mtr** situated at Mauza-Bajardiha, Paragana-Dehat Amanat, Varanasi bounded by:-

East:-Road

West:-House of Ramashankar Dwivedi

North:-House of Vishnu

South:-House of Lalit Mohan & Other

ANNEXURE 'B'

(Copy of the plans and specifications of the Flat as approved by the concerned local authority).

- Already given to the bank.

ANNEXURE 'C'

- **Flat No.***** having super built up area ****** sq.ft** on **floor** along with undivided undernarcated proportionate share of land measuring *****.* sq.ft** in the residential Scheme "**CIPL ENCLAVE**" situated at Shiv Ratanpur, Bajardiha, Varanasi bounded below:-

East:-Set back of the Apartment.

West:-Staircase & Passage

North:-Flat No.* & Passage**

South:-Set back of the Apartment.

ANNEXURE 'D'

(Specifications and amenities for the Flat).

- As described in broucher.

Advocate

Name of the Advocate:-Dharmendra Kumar Pandey

Address:Adhiwakta Bhawan,Civil court,Varanasi

RE/NO:-UP1369/94

For:Cenit Infrastructure Pvt. Ltd.

Witnesses Name, Address,Sign.

1.

(DIRECTOR)

2.