

### **AGREEMENT TO SALE**

This agreement to sale is executed on this \_\_\_\_ day of \_\_\_\_ Between M/s Ganga Ratan Developers having its registered office at 18/149A, Fatehabad Road, Agra - 282001 (U.P.), through its Partner

Mr. Kishore Gupta S/o Lt. Shri Kailash Chand Gupta R/o 18/163, A/3, Vibhav Nagar, Agra - 282001

(Herein called the Builder)

**AND**

Mr. \_\_\_\_\_ S/o Lt. \_\_\_\_\_ R/o \_\_\_\_\_, \_\_\_\_\_.

(Herein called the Allottee/s)

The allottee/s had shown in interest in purchasing flat at "Taj Royale" Multistoried Residential apartment Scheme situated at G/C1, Taj Nagari Phase-II near TDI Mall, Fatehabad Road Agra Teh & Distt. , Agra", vide application dtd \_\_\_\_\_. And the builder has agreed to sell the unit to the allottee on the terms & condition herein.

**BUILDER**

**ALLOTTEE**

**Details of Unit/Flat Allotted to the Applicant as per Application:-**

Name of Applicant : -

Date of Application : -

Name of Project Applied for : - .....(UPRERAPRJ4847)

Tower Name : -

Apartment/Unit No : -

No. of parking Applied : -

Total power Back-up provided :-

PAN :-

**(Plan & Specifications are attached herewith)**

It's agreed that the total cost (Excluding taxes) of **Flat No.** \_\_\_\_\_ is **Rs.** \_\_\_\_\_ (In Words) out of which allottee has paid Rs. \_\_\_\_\_ (in words) as the allotment amount. The remaining cost of Rs. \_\_\_\_\_ (In Words) has to be paid as per the payment plan option chosen by the Allottee/s

**BUILDER**

**ALLOTTEE**

**Now therefore this agreement to sale to herein as under:-**

01. The allottee has to make the balance payment of Rs. \_\_\_\_\_ as per the chosen payment plan option within 7 days of the payment demand notice issued to the allottee/s.
02. If the allottee/s fail to deposit the payment against the demand letters by the due date, the builder shall have the right to charge interest of 18% P.A. from due date, minimum for one month.
03. If the allottee/s fails to deposit the payment demand for 45 days, the builder shall have the right to cancel the allotment and forfeit 10% of the total cost of the unit and the intending allottee (s) shall be left with no right or lien on the said apartment or any part of the land.
04. Right of transfer to other nominee shall be subject to permission of the builder for which allottee shall have to pay 2% of the total cost.
05. The area of unit sold is indicative and subject to minor variation in area and specification according to architects recommendations.
06. The cost of extra area or specification shall be paid by the allottee to the builder in advance.
07. The cost of unit does not include any government charges such as service tax, stamp duty for registration, municipal taxes and electric charges etc. which are extra and are to be borne by the allottee.
08. The allottee has agreed that he/she shall abide the rules and regulation of the residential society formed by builder or by the resident of the GANGA RATAN DEVELOPERS.
09. The allottee shall get the Sale Deed registered in his favor as per apartment act before taking physical possession of Apartment.
10. That the allottee shall pay maintenance charges for upkeep and maintain of various services and facilities (excluding internal maintenance of the apartment) in the complex as determined by the builder or its nominated agency.

**BUILDER**

**ALLOTEE**

11. The allottee/s shall have the right of use of covered parking only for car parking, any other use is prohibited. He/she shall keep his/her vehicle in the designated parking space.
12. That further in addition to the payment of maintenance charges the allottee (s) shall pay **Rs 75,000/-** For the creation of IFMS Fund so as to secure adequate provision for the replacement, refurbishing, major repairs of the facilities and equipments etc. installed in the complex. The IFMS Fund deposit shall be a non-refundable deposit. The interest earned on the amount of the IFMS Fund shall be used by the builder/residents society to meet the cost of replacement, major repairs etc.
13. Allottee has agreed that he/she would not make any structural changes or internal changes in the apartment without written permission of the builder.
14. Any extra work shall be done by the builder only and no third party shall be given permission to enter the apartment before possession. The cost of extra work has to deposit in advance.
15. The allottee shall not make any changes to the façade of the building.
16. The allottee shall have to install proper trays for window air-condition so that water does not drip into the building.
17. Allottee shall use the apartment solely for residential use; no commercial activities of any sort would be carried out.
18. Any change in the correspondence address, it shall be responsibility of the allottee to inform the builder by registered letter, failing which all demand notices and letters posted at the earlier address shall be deemed have been receive by him/her.
19. That the possession of the apartment is reasonable expected to the delivered by the builder to the allottee 31<sup>th</sup> of March 2018 subject to circumstances beyond the reasonable control of the builder or because of any natural calamities, provide the allottee has paid all installments/dues on time. In the event of any default or delay in payment from allottee, the builder shall be entitled to reasonable extension in delivery of possession of the apartment to the allottee it is however understood between allottee and builder that various tower/structure/amenities comprised in the complex shall be completed in phases. For taking of possession of apartment they said apartment has to be ready as per specification and basic facilities i.e. lifts, lights, water and sewer have to be ready to use conditions.

**BUILDER**

**ALLOTTEE**

20. Allottee shall comply with all the terms & conditions of by- laws of the company, apartment act, society act and registration act.
21. All disputes are subject to Agra jurisdiction.
22. It is also understood that the general terms & conditions as mentioned above are not for the purpose of final Sale Deed of the apartment & may further be supplemented or amended in the Sale Deed. The sale deeds terms & condition supersedes all the earlier agreement.

I/we herein declare that the above terms & condition have been read /understood by me/us and some are acceptable to me/us.

**BUILDER**

**ALLOTTEE**