

AGREEMENT TO SALE

This Agreement to Sale (hereinafter referred to as "Agreement") is executed at Udaipur on this ____ day of _____, 2015 between:

THE CLASSIC DEVELOPERS, a partnership firm registered under The Indian Partnership Act, 1932 having its registered office at 79- New Floora Complex, Bhuwana, Udaipur, Rajasthan **PAN-AAJFT4186D** through its authorized partners 1-Mr. Anil Mehta s/o Mr. Jaswant Lal Mehta, aged- 49 Yrs., 2-Mr. Manan Nahar s/o Mr. Ravindra Nahar, aged - 24 Yrs., 3-Mr. Girdhari Lal Agal s/o Mr. Kanhaiya Lal Agal, aged - 42 Yrs., [Hereinafter referred to as **“SELLER”** or **“BUILDER”** which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said partnership firm, the survivor or survivors of them and the heirs, executors, and administrators of the last surviving partner]

AND

Mr. _____ s/o Mr. _____ aged ____ Yrs., r/o _____, Uaipur, Rajasthan, PAN _____

(Hereinafter jointly and severally referred to as the **"PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative, administrators, executors, successors and permitted assigns)

*(Hereinafter the **SELLER** and the **PURCHASER** shall collectively be referred to as **"Parties"** and individually as **"Party"** as the context may requires)*

WHEREAS THE CLASSIC DEVELOPERS is absolutely seized and possessed of and sufficiently entitled of residential Plots No.- 4 & 5 situated at Rev. Vill.- Bhuwana, Khasra No.-825 to 830, 4642/813, Dist-Udaipur, Rajasthan admeasuring 11440.00 Sq. Ft. The said plots are bounded as under:

EAST : Road 60 Feet wide
WEST: Plot No.-17 & 18
NORTH: Khasra No. 813 Converted Plot
SOUTH: Plot No.-12

AND WHEREAS the said Plot No.- 4 (area 6240 Sq. Ft.) was converted in residential and allotted to Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha by Urban Improvement Trust, Udaipur vide Allotment Letter No. 2604 dated 02/11/2010. Thereafter, Urban Improvement Trust issued the Lease Deed (Patta Vilekh) No. 235 dated 25/02/2013 in favor of Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha, which is registered with the Sub-Registrar Udaipur-I as Document No.-2013001558, Book No.-I, Volume No.-1300, Page No.-112 on 26/02/2013. There after Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha sold the Plot No.-4 to THE CLASSIC DEVELOPERS, vide registered Sale Deed dated 09/07/2014, which is registered with the Sub-Registrar Udaipur-I as Document No.-2014002952, Book No.-I, Volume No.-1347, Page No.-157 on 10/07/2014.

AND WHEREAS the said Plot No.- 5 (area 5200 Sq. Ft.) was converted in residential and allotted to Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha by Urban Improvement Trust, Udaipur vide Allotment Letter No. 2606 dated 02/11/2010. Thereafter, Urban Improvement Trust issued the Lease Deed (Patta Vilekh) No. 237 dated 25/02/2013 in favor of Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha, which is registered with the Sub-Registrar Udaipur-I as Document No.-2013001559, Book No.-I, Volume No.-1300, Page No.-113 on 26/02/2013. There after Mr. A. Abhishekh Lodha & Mrs. A. Sushila Lodha sold the Plot No.-5 to THE CLASSIC DEVELOPERS, vide registered Sale Deed dated 09/07/2014, which is registered with the Sub-Registrar Udaipur-I as Document No.-2014002953, Book No.-I, Volume No.-1347, Page No.-158 on 10/07/2014.

There after Urban Improvement Trust, Udaipur reconstituted the Plot No.-4 & 5 (area 11440 Sq. Ft.) & Name Transfer in favor of THE CLASSIC DEVELOPERS, vide Reconstitution & Mutation Letter (with Map) No.- 1622 dated 02/09/2014 and the necessary Building Plan for construction and development of the Multi storied Building upon the said Plots No.-4 & 5 duly sanctioned by the Urban Improvement Trust Udaipur vide Construction Permission Letter with approved floor wise Plan No.- 2008 dated 03/07/2015 in favor of Seller for construction of Basement(Parking) + Stilt(Parking) + Ground Floor to Eighth Floor on said Plots No.-4 & 5.

AND WHEREAS THE CLASSIC DEVELOPERS, a partnership firm constituted by partners Mr. Anil Mehta, Mr. Yogesh Mehta, Mr. Manish Mithalal Sahlot, Mr.

Navish Mitha Lal Sahlot, Mr. Manan Nahar, Mrs. Anita Nahar, Mr. Girdhari Lal Agal & Mrs. Rekha Agal through Partnership Deed dated 15/06/2014. The said partnership firm THE CLASSIC DEVELOPERS registered under The Indian Partnership Act, 1932 by Registrar of Firms Udaipur on dated 15/09/2014, vide Registration No. 17/26/347/2014. Whereas the all partners of the said firm authorized partners Mr. Anil Mehta, Mr. Manan Nahar & Mr. Girdhari Lal Agal for sale flats on behalf of the firm & do execution & present for registration of Sale Agreement, Sale Deed etc. & other works; vide Authorization Letter dated

AND WHEREAS further by the Vendor in order to develop the said land of Plots, started construction of multistoried buildings, named as “**CLASSIC TOWER**” hereinafter referred to as the ‘**Said Building**’.

AND WHEREAS the “Seller” have the absolute ownership of the said land and being desirous of developing Said Building thereon and have the sole and absolute right to transfer by way of sale, lease, mortgage or otherwise in any manner, the said flats of the building for residence together with proportionate undivided and variable share and interest in the land of the plots.

WHEREAS the Purchaser has taken the inspection of title documents of the land of the Said Building and the approved Plans in respect of the Said Building and has satisfied himself and after going through the plans and specifications of the Said Building including the proposed Flat and common areas/facilities to be built. The Purchaser applied / requested for provisional allotment of a residential Flat along with proportionate right in respect of the common area for the purpose of securing the beneficial enjoyment of the said Flat as and when it is constructed on the Terms & Conditions as settled hereinafter.

WHEREAS the SELLER has accepted the request / application of the Purchaser and has earmarked **FLAT bearing No. _____ of _____ BHK Type _____ on _____ Floor having approx Super Built-up area of _____ Sq. ft.** in the Said Building known as “Classic Tower”, fully described in the Schedule-A, of this Agreement subject to the Terms & Conditions hereinafter appearing for the purpose of the securing the beneficial enjoyment of the Flat and other common areas of the Said Building jointly along with by all the other such Purchasers / Occupants.

NOW THIS AGREEMENT TO SALE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. The SELLER hereby agrees to sale and the Purchaser agrees to purchase the flat tentatively numbered as FLAT No. _____ in the plan of the proposed building on the Floor of the said Building (which is

more particularly described in the Schedule-A hereunder written),
alongwith undivided proportionate share in the land of the Said Building
(hereinafter referred to as the "**Demised Premises**") at or for a Sale
consideration price of Rs. _____/-(Rupees
_____Only/-.

2. That the Purchaser has already paid Rs. _____/- (Rupees
_____Only) to the SELLER as booking amount and
advance out of the total agreed sale consideration as per details given
below: -

DATE	D/D NO.	BANK	AMOUNT

The Purchaser do hereby agree to pay the balance sale consideration of
Rs._____ (Rupees: _____Only)
which shall be payable in installments in the following manner:

INSTALLMENT PAYMENT SCHEDULE		
S. No.		
1	On Booking	2,00,000/-
2	On launching of project	15% - 2,00,000/-
3	At completion of foundation work	10%
4	At casting of Stilt Floor	10%
5	At casting of Ground Floor	7.50%
6	At casting of First Floor	7.50%
7	At casting of Second Floor	7.50%
8	At casting of Third Floor	7.50%
9	At Start of bricks work	5%
10	At casting of Fifth Floor	5%
11	At casting of Sixth Floor	5%
12	At Start of plastering	5%
13	At casting of Eighth Floor	5%
14	At the time of Possession	10%

3. That it is clearly agreed and understood by the Purchaser that it shall not be
obligatory on the part of the SELLER to send demand notices / reminders
regarding the payments to be made by the Purchaser as per the Installment
Plan specified hereinabove. Further, the due date of payment mentioned in
the Schedule referred to above shall be absolute unless the approximate

stage of completion is delayed for more than 21 days, which shall be informed by the Seller to the Purchaser. In case of such delay, the due date mentioned above shall be extended by the period of such delay.

4. The Purchaser shall make all payments through A/C Payee Cheque(s) / Demand Draft(s) in the name of "THE CLASSIC DEVELOPERS" Payable at Udaipur. The receipt would be valid only after realization of the said cheque/bank draft and effect of credit in the account of the SELLER.
5. That in case the Purchaser fails to pay the amount of consideration by the respective due dates, the same shall attract interest @ 18 % per annum for the period of such delay. Further, acceptance of any payment without interest shall not be deemed to waive the right of SELLER of charging such interest or the other rights mentioned in this Agreement.
6. That if the delay in payment by the Purchaser exceeds 60 days, the Seller shall have the right of canceling the booking & this Agreement to Sale. In case of such cancellation the Seller shall be entitled to forfeit & deduct an amount to the extent of 20 % of the total agreed sale consideration out of the amounts paid by the Purchaser and shall refund the balance amount paid without interest. Upon such cancellation the Purchaser shall be left with no lien, right, title, interest, or claim in respect of the Flat. The Seller shall be entitled to sell the Flat to any other person or otherwise deal with the Flat.
7. That the Seller at its sole discretion may opt for waiving this rights of cancellation of this Agreement and claim 18 % per annum interest from the Purchaser for the period of delay.
8. That the Seller shall complete the construction of the Said Building within 24 months of the date of this Agreement. Immediately upon completion, the Seller shall inform the Purchaser for taking the possession. The date of handing over the possession of the Flat by the Seller to the Purchaser shall be deemed to be 15 days from service of the information of completion of project and notice of possession, in case the Purchaser fails to take the possession, before such date. However, notwithstanding the above, the Purchaser shall not be entitled to demand the possession from the Seller before making complete payment of agreed sale consideration, interest and other charges, if any, as per this Agreement. Provided that, the Builders shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of—
 - (i) non-availability of steel, cement, other building material 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.

9. That in case the construction of the Said Building is not completed even up till the expiry of 24 month from the date of this Agreement, then the Purchaser shall be entitled to cancel this Agreement and claim the refund of amount of advance payments made to the Seller along with interest @ 12% per annum. However, this clause shall not apply when the delay in completion of the project by the Seller is on account of Force Majeure.
10. That the Purchaser has entered into this agreement with full knowledge of the nature of construction and the construction plan of the Seller. Although he shall have the right to inspect the construction at reasonable time but shall not be entitled to make any claims against the Seller in respect of the construction work after taking the possession of the Flat.
11. That the Seller shall, under normal conditions, complete the Said Building, as per plans designs and specifications seen and accepted by the Purchaser with such additions, alteration, deletions and modification in the layout and building plans including the number of floors, as the Seller may consider necessary or may be required by any competent Authority to be made in them or any of them while sanctioning the building plans or at any time thereafter. The Purchaser agrees that no consent of the Purchaser shall be required for these purposes. In case the alterations/modifications result in change of the Super Built up area of the Flat agreed to be sold to the Purchaser, the total agreed consideration shall be modified accordingly and the difference shall be adjusted (increased / reduced) proportionately in the outstanding installment payable by the Purchaser. If however all the installments have been paid, then the difference shall be payable by / refundable to the Purchaser within 30 days of notification by the Seller or the completion of the project whichever is later.
12. That in addition to the purchase consideration of the Demised Premises, the PURCHASER shall bear all taxes, levies or assessments including lease money whether levied or leviable now or in future on the Land and the Said Building as the case may be, falling due from the date of execution of this Agreement. The PURCHASER shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of Sale Deed or for transfer or Conveyance in relation to the Demised Premises.
13. That save and except the ownership rights in respect of the Demised Premises and the right to use and enjoyment of Common Areas/Common Facilities like lift, corridor and the right of ingress and egress over or in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the PURCHASER shall have no claim, right, title or interest of any nature or kind whatsoever in the Said Building which shall always remain the absolute property of the SELLER until the

SELLER specifically transfer or assign any/all such right(s) or title to any other person(s) or agency.

14. That the SELLER shall be absolute owner of the terrace and parapet walls and outer walls of the Demised Premises & Said Building. The SELLER shall be entitled to use/deal with the terrace for any purpose whatsoever. The Purchaser shall not be entitled to claim any right of USE/ COMMON USE OR otherwise of any nature whatsoever over the terrace. The PURCHASER shall have no right in additional FAR/TDR. The SELLER shall have the exclusive authority and right to commercially exploit the additional FAR/TDR by making additional construction or otherwise. The SELLER shall continue to have the right to make additions, put hoardings on terrace or on parapet walls, raise storeys, effecting additional structure of any sort etc., as may be permitted by the Local Authorities and all such additions shall be the sole property of the SELLER who will be solely entitled to dispose it off in any manner they want without any hindrance/obstruction whatsoever from the PURCHASER. The PURCHASER will not object or resist or create any obstacles, interference or disturbance in the carrying out of the construction of additional storeys, even if any inconvenience is caused during the construction till the above construction is completed. The PURCHASER hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the Flat agreed to be acquired by him/or to any compensation or damages on the ground of inconvenience or any other ground. The SELLER shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Said Building, and common area and use such open, free space for brand promotion etc. and the revenue generated therefrom shall belong exclusively to the SELLER. The PURCHASER and/or the Society shall not have any rights in such revenue generated from display of signboards, advertisements on the exterior of the Said Building including common area and usage of such open, free space for brand promotion. The SELLER alone shall be entitled to all the revenue generated from the hoarding, signage etc. The PURCHASER shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within the Said Building. The SELLER shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/stores with the existing, electric, water, sanitary, drainage sources etc. at its own cost. The PURCHASER shall not be entitled to raise any objection or claim any deduction in price of the Demised Premises or claim any compensation on the grounds of inconvenience or any other cause whatsoever or use of the common facilities whatever has been provided in the Said Building. In this event, the impartible undivided proportionate share in the common expenses in term of this Agreement shall stand automatically changed and varied proportionately.

16. The Flat Purchaser for himself and with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenants with Builders as follows:
- (a) To maintain the flat at the Flat Purchaser's own cost and keep it in good tenable repairs and condition from the date of taking possession of the flat. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence. He shall use the parking space if any allotted to him only for the purpose of keeping or parking the Flat Purchaser's own vehicle.
 - (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 to upper floors which may damage or are 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 to the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat purchaser shall be liable for the consequences thereof.
 - (c) 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 tenable repairs 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 do damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Seller and /or the Society.
 - (d) To bear and pay any increase in local taxes, water charges, insurance and such other levys, 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, sublet, transfer, assign or part with the Flat Purchaser's interest in or benefits of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Seller 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 Seller, of his said intention.

- (j) The Flat Purchaser shall observe and perform all the rules and regulations which the Society 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 lay down by the Society, 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 outgoings in accordance with the terms of this Agreement.
17. That PURCHASER shall be required to get and maintain separate electric connection for the Demised Premises in his own name from Ajmer Vidyut Vitran Nigam Limited (AVVNL) and the entire cost of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by him.
18. That the Said Building shall always be known as “**Classic Tower**” and the name of the Said Building shall not be changed except with the consent of the SELLER.
19. The Purchaser agrees that:
- (a). The PURCHASE shall pay to the SELLER/ SOCIETY proportionate annual maintenance charges, in proportion to the area of the Flat purchased for the day to day maintenance of the Said Building including its common parts, in the above amount may vary depending upon the expenses incurred for the maintenance by the SELLER/ Society and the PURCHASER is bound to pay such charges in advance on annual basis and obtain a valid receipt thereof.
- (b). The PURCHASER shall be required to pay such maintenance charges even if the FLAT purchased remains unoccupied during the relevant month.
20. That the SELLER shall not be held responsible for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like Lift, Electrical, and Transformer etc.
21. That the PURCHASER shall not demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the PURCHASER that his interest in the said land and the building is undivided, impartible and it is agreed that the SELLER shall not be liable to execute any assignment OR any other document in respect of the exact undivided impartible underneath share of the PURCHASER in the LAND.

22. That the service tax, registration charges and stamp duty in respect of this Agreement and Sale Deed shall be borne by the PURCHASER.

IN WITNESS WHEREOF the Parties hereto have set there respective hands hereunder on the day.

SCHEDULE-A

Demarcated Flat Number _____ admeasuring _____ sq. feet (SUPER BUILT UP) on _____ Floor in the building 'CLASSIC TOWER' lying and situate at Plot No.- 4 & 5, Rev. Vill.- Bhuwana, Khasra No.-825 to 830, 4642/813, Dist-Udaipur, Rajasthan having _____ bed rooms, one kitchen, one drawing room with dining space, toilets and balcony, which delineated in the annexed site plan by Red color and bounded as under:

EAST :
WEST :
NORTH :
SOUTH :

Dated :
Place : Udaipur

THE SELLER / BUILDER

WITNESSES:
(1)

(2)

THE PURCHASER



Declaration Regarding Agreement of Sale

I ANIL MEHTA S/O JASWANT LAL MEHTA AGED ADULT address 86-87, New flora complex, bhuwana, Udaipur (Raj.) promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the agreement of sale/builder buyer agreement of our Project CLASSIC TOWER Is in accordance to the form -G of REAL ESTATE REGULATION AND DEVELOPMENT ACT-2016.
2. That none of the terms and conditions of the agreement to sale presented by us violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules 2017.
3. That if any contradiction arises in the future ANIL MEHTA S/O JASWANT LAL MEHTA AGED ADULT address 86-87, New flora complex, bhuwana, Udaipur (Raj.) the deponent shall be responsible for it.



For The Classic Developers

Anil Mehta
Partner

Deponent

sign./Photo/ Stamp
ATTESTED

Lalit Khandesha
LALIT KHANDESHA
NOTARY PUBLIC

06 OCT 2017



AFFIDAVIT

Affidavit of Mr. Anil Mehta promoter of the proposed project / duly authorized by the promoter of the proposed project vide its/his/their authorization dated 10/09/2017:

I, Anil Mehta s/o Mr. Jaswant Lal Mehta, Add. 8589 New Flora Complex, Bhuwana, Udaipur (Raj.) promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the partnership firm "The Classic Developers" have a legal title to the land on which the development of the project is proposed

2. That we draft all Agreement to Sale same as sample draft attached herein with mentioned all terms & conditions mentioned in sample ATS available on RERA website. I /promoter have / has furnished such document as have been specified by the rules and regulations made under the Real Estate (Regulation and Development) Act, 2016.

3. That I /promoter shall not breach any condition mentioned in Agreement to Sale.

For The Classic Developers
Anil Mehta
Partner
Deponent

Verification

I Anil Mehta s/o Mr. Jaswant Lal Mehta, Add. 8589 New Flora Complex, Bhuwana, Udaipur (Raj.) do hereby verify that the contents in para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____

For The Classic Developers
Anil Mehta
Partner
Deponent



SOLEMNLY AFFIRMED & SUBSCRIBED
ME & ADMITTED THE CONTENTS
TO BE TRUE AND CORRECT. *

(LALIT KHAMESHRA)
NOTARY, UDAIPUR (RAJ.)

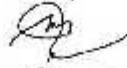
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3 कलसिक डकतार्फ

कलसिक डकतार्फ

11/08/2012





राज्य स्टाप अडिनिटर, 1998	
स्टाप सशि पुर प्रगति	
1. आपालुत अडरिचक	दिनांक
2. राव और रावरी	दिनांक
हस्ताक्षर	

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