


**UPDATE FOR AGREEMENT TO SALE IN RESPECT OF TOWERS
D, E, G, H, J & K AT AWHO PROJ VIJAY VIHAR, WAGHOLI, PUNE**

1. Part Occupation Certificate (OC) in respect of Tower A, B, C, F, L & M has been received and clearance to most of the allottees have been issued. The process of possession, occupation and registration is in progress for above towers.
2. However, OC in respect of towers **D, E, G, H, J & K** has not been received. There has been a demand from some of the allottees to register a **Sale Agreement** before 31 Dec 2020 in order to save rebate provide by Maharashtra Government on the purchase of DUs rather than registering **Conveyance Deed after taking possession, as OC is yet to be received.**
3. In view of above, it is intimate to all the allottees of Towers **D, E, G, H, J & K** that they may register the **Sale Agreement**, if they wish, as per the format enclosed. 
Project Director has been instructed accordingly.
4. Allottees are requested to use their discretion for Sale Agreement or Registration of DU after making themselves fully aware about local rules and legal position on Registration/Conveyance/Sale Agreement instructions and costs involved thereon vis-a-vis savings achieved through 3% rebate, through their respective legal representatives/ advocates.

AGREEMENT TO SALE

This **Agreement to Sale** is made and executed at **Pune** on this ____ day of _____ in the year **Two Thousand and** _____ :-

Between

ARMY WELFARE HOUSING ORGANISATION (hereinafter referred to as the “**AWHO**”) a society registered under the Societies Registration Act XXI of 1860 at New Delhi bearing registration No. S/9142 of 1978 dated 20/03/1978, having its head office at AWHO, South Hutments, Kashmir House, Rajaji Marg, New Delhi 110 011 and its Project office at AWHO Pune, Near HQ Dakshin Maharashtra & Goa Sub Area, Jijamata Marg, , Pune Camp, Pune-411 001 PAN No : AABTA4251G.

..... Hereinafter referred to as “**the Transferor**”, (which expression shall unless repugnant to the context requires otherwise includes its successors and assigns.)

..... of the One Part;

And

1) _____

Age years, Occupation : - Service,

PAN

R/at :- _____

..... Hereinafter referred to as “**the Allottee**” (which expression shall, unless inconsistent with the context or meaning his heirs, executors, administrators, legal representatives and permitted assignees),

2) _____

Age years, Occupation : - Service,

PAN

R/at :- _____

..... Hereinafter referred to as the “**Allottee**”/“**Joint Registrant**” (which expression shall, unless inconsistent with the context or meaning her heirs, executors, administrators, legal representatives and permitted assignees)

..... of the **Other Part**;

Whereas the Transferor is a Welfare Organization formed with an object to offer and provide accommodation to the Army Personnel including Ex-Servicemen, as per its Master Brochure, (as amended) on “**No profit No Loss**” basis.

And whereas in furtherance of its object, the AWHO had purchased from various land owners under 02 sale deeds, all that piece and parcel of land bearing Gat Nos. 1454/1, 1454/2 & 1455 (Part) and measuring 84643 Square Meters at Mauze Wagholi, Taluka Haveli, District Pune - 412 207 within the limits of Pune Metropolitan Region Development Authority (PMRDA), Pune, together with all the appurtenances and things attached or reputed to be attached thereto and also all the easementary rights for the beneficial use of the land described in Schedule No. I hereunder, (hereinafter referred to as “**the said land**”), for the purpose of constructing buildings for residential users in phased manner.

And whereas the Promoters i.e. AWHO obtained the Non-Agricultural use permission of the said property vide its order No. PMRDA/NA/SR/05/2015 dated 18/09/2015.

And whereas Maharashtra Real Estate Regulatory Authority (RERA) has granted permission for Registration under Section 5 of the Act to the said Project under Project Registration Number : **P52100009408** for the said Project : AWHO Vijay Vihar.

And whereas the plan of the building upon said entire land have been sanctioned by the Pune Metropolitan Regional Development Authority (the “**PMRDA**”) vide **Commencement Certificate No. PHA/Mauje Wagholi/ Gat Nos. 1454 Hissa Nos. 1, 2, 1455 (part)/2574 dated 23/12/2015.**

And whereas the Transferor **proposed to carryout construction** of 12 buildings numbered **A, B, C, D, E, F, G, H, J, K, L & M** known to as “**AWHO VIJAY VIHAR**” in the First Phase on part of the said land comprising of 728 flats of different sizes **out of which construction of the Building Nos. _____** **have been completed and the construction of the Building Nos. _____** **are in progress.**

And whereas the Allottee had applied to Transferor for allotment of a flat of _____ **Apartment Type** in **Building “_____”** by filling the Application Form/Master Brochure and the Transferor has allotted to the said Allottee a _____ **Apartment Type** (_____) bearing **Flat No. _____** (hereinafter referred to as the “**the Flat**”) on the _____ **Floor** in the said “_____” Building and measuring about _____ **Square Feet Carpet area + Balcony** area measuring _____ **Square Feet** along with attached **Terrace** area measuring _____ **Square Feet** and the exclusive user rights of the **Car Parking Space No. _____** measuring about _____ **Square Feet** and **Additional Car Parking Space No. _____** measuring about _____ **Square Feet** and **Scooter Parking Space No. _____** measuring about _____ **Square Feet** (hereinafter referred to as the “**said Parking**”) in the said building. The said **Flat** and the said **Parking** are more particularly described in **Schedule II** written hereunder.

And whereas the Transferor has agreed to sell and to convey right, title and interest in the said **Flat** and the exclusive user rights of the said **Parking** space more particularly described in Schedule II hereunder written to and in favour of the Allottee at cost and on “**No Profit No Loss**” basis.

And whereas the Allottee has agreed to purchase the said flat and the exclusive user rights of the said **Parking** space at and for the total cost of **Rs. _____/- (Rupees _____ Only).**

And whereas in consideration of receipt of the **part consideration** it is expedient to execute a **Agreement to Sale** thereby agreed to convey the right, title and

interest of the Transferor in the _____ **Apartment Type** (____) bearing **Flat No.** ____ (hereinafter referred to as the “**the Flat**”) on the _____ **Floor** in the said “___” Building and measuring about _____ **Square Feet Carpet area + Balcony** area measuring _____ **Square Feet** along with attached **Terrace** area measuring ____ **Square Feet** and the exclusive user rights of the **Car Parking Space No.** _____ measuring about ____ **Square Feet** and **Additional Car Parking Space** No. _____ measuring about _____ **Square Feet** and **Scooter Parking Space No.** _____ measuring about _____ **Square Feet** (hereinafter referred to as the “**said Parking**”) to the Allottee on terms, conditions and covenants as are contained hereinafter:

NOW THIS AGREEMENT TO SALE IS WITNESSETH AS FOLLOWS:-

1. That in consideration of payment of the aggregate cost of **Rs.** _____/- (**Rupees** _____ **Only**), **paid/payable** by the Allottee to the Transferor on or before the execution of these presents, receipt whereof the Transferor acknowledges, the Transferor doth hereby **agreed to** sell and transfers to the Allottee all that piece and parcel of _____ **Apartment Type** (____) bearing **Flat No.** ____ (hereinafter referred to as the “**the Flat**”) on the _____ **Floor** in the said “___” Building and measuring about _____ **Square Feet Carpet area + Balcony** area measuring _____ **Square Feet** along with attached **Terrace** area measuring ____ **Square Feet** and the exclusive user rights of the **Car Parking Space No.** _____ measuring about ____ **Square Feet** and **Additional Car Parking Space No.** _____ measuring about _____ **Square Feet** and **Scooter Parking Space No.** _____ measuring about _____ **Square Feet** (hereinafter referred to as the “**said Parking**”) in the said building, along with undivided share in common areas, passages and common facilities herein, subject to the covenants and conditions herein contained. The said **Flat** and the said **Parking** is more particularly described in Schedule II written hereunder, with all rights, titles, interests, easements and appurtenances whatsoever to the **Flat** and the said **Parking Space** TO HAVE AND TO HOLD the **Flat**, the said **Parking Space** as

the owner along with undivided share in common portions, passages, open land and common facilities in and of the said building “__” subject to the covenants and conditions given hereinafter.

2. The Allottee/s herein has/have paid to the Transferor herein part consideration amount of **Rs. -----/- (Rs. ----- Only)** out of total consideration amount of **Rs. -----/- (Rs. ----- Only)** on or before the execution of these presents herein & agreed to pay balance consideration of **Rs. -----/- (Rs. ----- Only)** at the time of delivery of possession of the said flat.
3. The Transferor has agreed to deliver the vacant peaceful possession of the Said Flat alongwith the exclusive user rights of the said **Parking Space** to the Allottee on or before _____. The Transferor shall be entitled to reasonable extension of the time period to deliver the possession of the Said Flat to the Allottee in case if the delivery of possession is delayed on account of the reasons beyond the control of the Transferor and or due to force majeure .
4. The Allottee shall, at all times duly perform and observe all the covenants and conditions contained in the said Master Brochure and observe the same as applicable and relating to the said land and the super structure standing thereon and upon formation of Welfare Maintenance Society shall strictly observe the bye laws and rules and regulations of such society.
5. In the event of death of the Allottee the person on whom the title of deceased devolves shall within three months of the devolution, give notice of such devolution to the Transferor.
6. The Allottee shall from time to time and at all times bear, pay and discharge either individually or along with other Allottees, local government/ Central Govt., Local Authority all existing or future rates, taxes, charges, land revenue, assessment and outgoing including building / Society maintenance charges of every description and any increase thereof which are now or may at any time hereinafter during the

continuance of this deed be assessed, charged or imposed upon the **Flat** and the land including and the said **Parking Space**.

7. That no alteration or addition shall at any time be made to the flat, facade or elevation of any building or erection erected and standing on the land or architectural features thereof except with the previous written permission of the Transferor (AWHO). **The Allottee shall also obtain No Objection Certificate from the Transferor (AWHO) before selling the property or creating a lien thereon.**
8. The Allottee shall not in any manner whatsoever encroach upon the common land areas and facilities and services. All unauthorized encroachments made by the Allottee shall be liable to be removed at their cost.
9. The Allottee will become member of the Society that will be formed by all the Allottees of other flats for maintaining and managing the buildings, amenities, common facilities etc. in the said **“AWHO VIJAY VIHAR”** constructed by the Transferor and shall be bound and obliged to observe all the rules and bye-laws of the Society formed and shall pay all the dues and charges, incidental expenses to be fixed by the society formed for maintaining the buildings, all the common land, common areas and facilities of the building including undivided interest of the Transferor.
10. **From the date of taking possession of the Said Flat the Allottee** shall contribute and pay proportionately his/her share to the cost of establishing and maintaining civic amenities such as roads, water, drainage, security, electricity, garbage disposal, sewage, conservancy for the land etc., regardless of the extent or benefit derived by him/her from such amenities with effect from such amenities.
11. The Allottee hereby agrees that the Transferor shall be exclusively entitled to use the residual of the Floor Space Index (FSI) if any available on the said land and the additional FSI that may be granted or sanctioned by the local authority for the said purpose on the said land in favour of the Transferor. The Allottee shall not

claim any right, title or interest in the said residual FSI or any additional FSI and the Transferor alone shall have the right to consume the same by constructing additional building/s or by causing vertical or horizontal expansion to the existing building as the case may be.

12. All the expenses for the stamp duty, registration charges and all other incidental charges required for execution and registration of these presents have been borne and paid by the Allottee.
13. If the Allottee is found to have obtained the allotment of the **Flat** and the **Parking Space** or the occupation or possession of the **Flat** or the **Parking Space** by any misrepresentation of facts, mis-statement or fraud in that event the Transferor shall terminate these presents immediately without giving any notice to the Allottee in that behalf and shall take back the possession of the **Flat** and the **Parking Space** and the Allottee in such an event shall not be entitled to claim any compensation in respect thereof.
14. The Managing Director AWHO or any other officer duly authorized on behalf of the Transferor shall be entitled to exercise and to do all powers, things, acts, deeds on behalf of the Transferor under these presents.
15. "Right of Way" to Phase-II land will be provided through Phase-I land whether Phase-II is constructed by AWHO or Phase-II land is sold to third party for construction by them.
16. Allottees or owners of dwelling unit in Phase-II will have lien on the common amenities and services constructed in Phase-I.
17. Allottees or owners of Phase-I, will have no lien on the Phase-II land, which is 2.05 Acres as described in Schedule-III hereinafter. This piece of land shall remain under the ownership and control of HQ AWHO, till its final disposal/development.
18. All allottees of Phase-II whenever launched in future shall be part of the RWA of

Phase-I, and a common RWA shall be formed comprising of both Phase-I & Phase-II allottees.

SCHEDULE I

All that piece and parcel of vacant plots of land bearing Gat Nos. 1454/1, 1454/2 & 1455 and measuring about 84643 Square Meters of the layout of the land situated, lying and being at “**AWHO VIJAY VIHAR**” **Mauze : Wagholi, Taluka : Haveli, District : Pune-412 207**, within the limits of the Sub-Registrar of Registration District Pune and bounded as follows:-

On or Towards West by : Gat Nos. 1453 & 1454 (Part)
 On or Towards South by : Road.
 On or Towards East by : Partly by Amenity Space and Partly by R. P. wide
 : Road.
 On or Towards North by : Gat Nos. 1460 & 1456.

SCHEDULE II

(Description of Building, Flat, Car Parking and Scooter Parking)

- 1) _____ **Apartment Type** (_____) **bearing Flat No.** _____, admeasuring about _____ **Square Feet Carpet area + Balcony area** measuring _____ **Square Feet** along with attached **Terrace area** measuring _____ **Square Feet** situated on the _____ Floor, in “____” Building of **Phase I** of “**AWHO VIJAY VIHAR**”.
- 2) **Car Parking Space No.** _____ measuring about _____ **Square Feet** and **Additional Car Parking Space No.** _____ measuring about _____ **Square Feet** and **Scooter Parking Space No.** _____ measuring about _____ **Square Feet**.

SCHEDULE – III

All that piece and parcel of 2.05 acres of land bearing GAT No. 1454/1, 1454/2 & 1455, located within and forming Part of land admeasuring 84643 sq. mtrs. mentioned in Schedule-I above.

In witness whereof the parties hereto have signed and delivered to each other this Agreement to Sale on the date and at the place herein before first mentioned.

Signed, Sealed and Delivered by the within named
the **Transferor Army Welfare Housing Organisation.**

(Authorized Signatory Mr. _____)

For AWHO

Signed and Delivered by the within named
The Allottee Mr./Mrs. _____

The Allottee

Signed and Delivered by the within named
the Allottee/Joint Registrant Mr./Mrs. _____

The Allottee /Joint Registrant

in the presence of :-

1. **Sign** :-
Name :- _____
Address :- _____
:- _____

2. **Sign** :-
Name :- _____
Address :- _____
:- _____