

AGREEMENT TO SALE

Zone: _____ @ _____/-per sqmtr.

Actual Value Rs. _____/-

This Agreement to sale is executed on this _____ Day of _____, 20_____
at Aurangabad.

BETWEEN

**M/S. SHREENATH CONSTRUCTION A REGISTERED PARTNERSHIP
FIRM UNDER THE INDIAN PARTNERSHIP ACT 1932**

Through it's Partners

1] Sunil Bhagwat Mahajan

Age : 58yrs, Occu : Business

R/o.: N-6 ,Cidco Aurangabad

2] PurushottamMahaduKathar

Age : 62yrs, Occu : Business

R/o.: Lokmatnagar ,cidco Aurangabad.

3] RambhauApichandKale

Age : 53yrs, Occu : Business

R/o.: Pisadevi, Dist - Aurangabad.

(Hereinafter referred To as "**The Owner /Vendor**" (which expression shall mean and include its , successors, legal, representatives or assignees etc.)


Shreenath Construction

Partner

THE PARTY OF THE FIRST PART

1] _____

2] _____

(Hereinafter referred To as "**The Purchaser**" (which expression shall mean and include his his heirs, successors, assignees, executors, etc.)

THE PARTY OF THE SECOND PART

WHEREAS :

A] Whereas originally land Gut no. **100** admeasuring **2 Acre 15 R.** situated at Pisadevi, Taluka and Dist. Aurangabad was owned by one Shree. Saluba Balawanta. and after his death by way of succession the legal heirs of Saluba i.e. his son Suryabhan Saluba became the owner in possession vide mutation entry no. 79 which is sanctioned in the year 1973. And as per documents it reveals that since 1973 her named was mutated in 7/12 extract of gut no. 100 became the owner in possession of the property.

B] Whereas the owner Suryabhan Saluba was Sold **35 R.** land under search in favor of Kundlik Sheshrao Mhaske. by executing a registered Sale deed Sr.NO.5516 dated 25 November 2005 in the O/o Sub Registry Aurangabad, His name is mutated over 7/12 extract of Gut. No. 100 by way of mutation entry no. 530 dated 24/02/2006.


RAJESH
Suryabhan Consumer

C] Whereas by executing a registered sale deed Sr.NO.1636 dated 25 May 2007 in the O/o Sub Registry Aurangabad, the owner KundlikSheshraoMhaske is sold the land Admg. **35 R.** under Search in favour of ShobhabaibabanChavan. Her name is mutated over 7/12 extract of Gut. No. 100 by way of mutation entry no. 639 in the year 2007.

D] Whereas the owner ShobhabaibabanChavan was Sold **30 R** land under search in favor of Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar 3) RambhauAppichand Kale by executing a Registered Sale deed Sr.NO.5236 dated 29 December 2007 in the O/o Sub Registry Aurangabad, As per Ragister sale Deed the revenue officer sanctioned mutation entry No. 654 dated 17-01-2008 in the name of Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale.

E] And whereas Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale converted the said land admeasuring **30R** into Non agriculture use vide order of the collector dated __/__/__.

F] And whereas Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale got the demarcated layout plan sanctioned in respect land **Gut no. 100** part admeasuring **30 R** consisting of **24 flats**.

G] And whereas the Owner/Vendor have assured and represented that they have purchased said land admeasuring **30 R** more particularly described in para hereinabove from their previous owners ShobhabaibabanChavan was Sold 30 R land in favor of Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale by executing a Registered Sale deed Sr.NO.5236 dated 29 December 2007 in the O/o Sub Registry Aurangabad, As per Ragister sale Deed the revenue officer sanctioned mutation entry No. 654 dated 17-01-2008 in the name of


RAJESH
SHREENATH CONSTRUCTIONS

Page No.

Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale.

H] Whereas the office of town planning officer CIDCO Aurangabad has sanctioned the Construction plans in respect of the said admeasuring **30R** i.e. _____ Sq.Mtr. More particularly described in **para A** hereinabove vide Commencement Letter No. vide letter No. **CIDCO/CIDCO/TPO/AFA-GH/2017/33 on D.09/02/2017** and allowed to construct total built up area admeasuring _____ which made a part hereof.

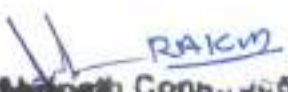
I] The vendor constructed the Residential apartment which consists of parking, Stilt Ground Floor, First Floor, Second floor, Third floor in the said scheme as mentioned in as per sanctioned plan.

J] AND WHEREAS, the Flat purchaser has taken inspection of all the true copy and other conveyance deeds executed in favour of vendor in respect of the said land and after going through the document the purchaser satisfied about the title and desirous of purchasing a flat no.____, admeasuring _____Sq. mtr carpet area on the ground floor/ stilt first floor/ second floor,/ third floor_____ in the building "**Shreenath Park**" which is marked as _____, on _____upon the terms and conditions hereinafter mentioned in this agreement to sale more particularly described in the schedule "**B**" herein under written.

NOW THIS AGREEMENT OF ASSIGNMENT WITNESSETH ASUNDER:-

1] That the vendor shall construct the said building in accordance with the plan and /or according to the modification thereof necessitated by the circumstances.

2] That the vendors/owners Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) PurushottamMahaduKathar and 3) RambhauAppichand Kale agreed to sale the above mentioned flat no.____, to the to the Purchaser_____ for total consideration amount of Rs._____/--- [In words Rs. _____] out of which the said purchasers has paid an


Shreenath Constructions

Partner

amount of Rs.____/--- which is interest free through cheque bearing No._____,dated:____/____/_____. Drawn on _____ Bank, Branch _____, _____ towards the earnest amount to the owners/ vendors. The remaining amount of Rs.____/-- will be paid by the purchasers to the owners/vendors within three months by way of loan obtained from the bank.

as per following schedule:

1.	Booking Amount	10%
2.	Completion of plinth	20%
3.	Slab	25%
4.	Start of Brickwork	15%
6.	Start of Plaster	15%
7.	flooring	10%
8.	finishing	05%

- 3] That the time for payment of remaining amount of consideration is treated as essential terms of this contract. It is well understood that because of non payment of remaining amount of consideration on settled time, the construction of flat/row house is likely to hamper. If the purchasers failed to pay the stipulated amount on the stipulated date they will have to pay the interest @10% per amount for every delayed payment. Even by paying the interest the maximum delayed for three months will be condoned and thereafter the right of purchasers to purchase the flat/ Row House shall automatically stand cancelled without any further notice for the

 Rajesh
Rajesh Kumar

same and the owners will be liberty to sell the said flat/Row House to anybody. The purchasers will be entitled only for the refund of 50% amount paid by them up to that date to the vendors without any interest.

- 4] That the work of construction of building has already been commenced by the Vendors and will be completed within 42 months from today. However if the completion is delayed due to any reason beyond the control of vendors, the period of construction shall automatically be deemed to have been extended. Moreover purchaser have also agreed and admitted and given the consent that he shall not make/ create any objection if completion is delay due to any reason beyond the control of vendors, the period of construction shall automically be deemed have been extended.
- 5] That the R.C.C. works, bricks works, Plaster and flooring works is completed in all respect vendor will be given possession of the aforesaid flats as on month of _____ and occupation provided the purchaser has to pay the builder **Rs. _____/-** (**Rs. _____ only**) being the entire consideration of acquiring the aforesaid Flat and all the deposits to be made and moneys to be deposited by the Purchaser with the builder under the terms of this agreement.
- 6] That the purchaser agrees and undertakes to sign all the necessary documents required for purpose of formation and/or society or any incorporated body.


Signature of _____



- 7] That the actual possession of the said flat will be given to the purchaser at the time of sale deed on the possession of the said flat/row house being given by the vendor to the purchaser, the purchaser shall not be entitled to make any grievances regarding and item of work or quality of work of the material used from construction nor be shall be entitled to make any claim in this behalf nor the builder shall be liable for the same. The Amenties, fixture, fitting to be made and provided by the builder shall be are shown in the schedule "c" herein.
- 8] The Purchaser agrees and undertakes to pay to the Builder regular and punctually whether demanded or not at all times his share as described in above paras of this agreement.
- 9] That vendor undertakes that the flat under sale is free from all encumbrances and the vendor did not obtain any loan On the said property.
- 10] That the flat will be governed by the Provisions of Maharashtra Apartments Ownership Act Declaration U/s. 2-A is registered vide Day Book No. _____ Before the Sub-Registrar, Aurangabad on _____ all the terms and conditions mentioned in the deed of declaration will be binding on the purchaser.
- 11] That the purchaser will have to be member of the association and he will have to pay membership fees and he will have to pay regular subscription of the association as decided the purchaser will also liable to pay his share in the common expenses on account of maintainace of building as a whole or common space, stair case its sweeping, cleaning and electrification water tax , security, watchman's salary etc. Or any other tax or expenses as applicable.
- 12] That from the date of agreement to sale the purchaser will be bound to pay all Municipal taxes/grampanchayat tax/ or any competent

 RAI 7
Sd/- ~~_____~~ ~~_____~~


P. 10/11/2017

authority contributed to the flat/row house, whether assess separately or not.

- 13] That the Purchaser will take the separate electricity meter given by M.S.E.B. and water facilities from the date of the agreement the purchaser has to pay all the required charges for the same from the authentic body. Thus any electrification wear and tear should occur manually or natural, etc it should be liable on the purchaser. Thus any lift disturbance or accident etc occur it should not be liable on the builder/developer.
- 14] That the purchaser has to pay all the charges for share money deposit in respect of the association also the purchaser has to pay State Govt. And Central Govt. from times to time if any.
- 15] That the parking provided is a common parking and the purchaser will have to park his vehicle as such it will not cause any disturbance to the users of the premises, building known as **"Shreenathpark"**.
- 16] That the purchaser shall not cause any structural change in the property purchased by him at any time, But however he will be at liberty to have interior decoration furniture, fixtures, etc. As described him at his own costs.
- 17] That the construction of building and particularly the flat/ row house under sale will be strictly in accordance with specification given schedule- " C " However if the purchaser desirous to have any change in the material to be used for change in amenities he will have to pay extra charges for the same determined by the builder as per the market value.
- 18] The purchasers after obtaining of possession of the flat/Row House shall not create caused any such act thereby causing any damages to the RCC structure or other item or thereby cause any damages to other flat/Row Houses.


Shreenath Construction

Purshat

- 19] That all intimation required under the agreement as deemed necessary shall sent under certificate of posting to the purchasers on the addressed given above and the said posting shall be deemed to be sufficient service.
- 20] That earthquake, cyclone, drought, flood, civil commotion, war act of any calamity by nature affecting should not be liable on developer/builder.

SECHEDULE(DESCRIPTION OF WHOLE PROPERTY)

All that piece and parcel of land gut no.100 admeasuring 30Rsituated at village pisadevi, Tq&Dist: Aurangabad. common bounded as under :

East: Land of ShantilalBabulalIngale,

West: Land of Vishnu Dhamane and PandurangDhamane

South: Land of gut no 98(Shreenath Construction)

North: Government Road of Pisadevi

SCHEDULE " B" (DESCRIPTION OF THE FLAT)

Description of the said flat no:_____ in the building namely "shreenath park" situated at Gut no. 100, situated at Village - Pisadevi, Tq. &District Aurangabadhaving _____ on _____admeasuring Built up area _____Sq.Mtr. &Carpet Area _____Sq.Mtrs. And The Flat is Bound By:

EAST : _____

The block contains a handwritten signature in blue ink, which appears to be 'RAJESH'. Below the signature is a circular stamp, also in blue ink, with the text 'Shreenath Construction' around the perimeter. There is a small mark below the stamp that looks like 'PUNJEE'.

WEST : _____
SOUTH : _____
NORTH : _____

SCHEDULE " C "
(DESCRIPTION OF SPECIFICATIONS)

Specification of _____, on _____

STRUCTURE

Standard R.C.C. frame structure of high quality.

MASONARY

High quality brick masonry 6" thick for external & 4" thick for internal wall

PLASTER

External wall in sand faced plaster & internal plaster wall with good finish

Flooring

In all rooms vitrified tiles

KITCHEN

Good top with stainless steel sink & glazed tile dado up to 3' height.

TOILET & BATHROOMS


RAHAT
PROJECT

Glazed tile dado for bath & 4' height for w.c. with premium quality fittings

ELECTRIFICATION

Casing capping fitting with modular switches.

DOORS

Good quality frame with decorative doors.

WINDOW

Powder coated aluminium sliding windows with safety grills.

TOILET

Concrete frame with water proof doors.

PAINT

Premium quality paints for internal & external walls.

The Common facilities of each building separately, will be maintained out of the common funds or subscription collected from the unit holder of that building only.


RAJESH
Rajesh Chandra

Project

IN WITNESSETH WHERE OF THIS AGREEMENT TO SALE is made and
executed on hereinabove mentioned at Aurangabad.
Signed sealed and delivered by:

Vendor/Owner:

**M/S. SHREENATH CONSTRUCTION A REGISTERED PARTNERSHIP
FIRM UNDER THE INDIAN PARTNERSHIP ACT 1932
Through its Partners**

1] Sunil Bhagwat Mahajan

Age : 58 yrs, Occu : Business

R/o.: N-6 ,Cidco Aurangabad

2] PurushottamMahaduKathar

Age : 62 yrs, Occu : Business

R/o.: Lokmatnagar ,cidco Aurangabad.

3] RambhauApichand Kale

Age : 53 yrs, Occu : Business

R/o.: Pisadevi, Dist - Aurangabad.

"The Owner / vendor"

THE PARTY OF THE FIRST PART

The Flat Purchaser:-

1. _____

2. _____

12 | Page


Shreenath Construction

Part 2/2

Witnesses:

1. -----

2. -----

 **RAW**
Rajesh Construction

1
Rajesh