

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. SHREE OM SAI RAM 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] Mayur PurushottamKathar

Age : 27yrs, 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.)


Srinath 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. **99** admeasuring .situated at Pisadevi, Taluka and Dist. Aurangabad was owned by one Smt. Sujanbaibajiraodhamane the owner in possession vide 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. 99 became the owner in possession of the property.

B] Whereas the owner sujanbaibajiraodhamane was given share **1 hector** land under 1hector 40R search in favor of his son. Gaunajibajiraodhamaneby executing a registered Sale deed Sr.NO.276 dated 12 may 2001 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.

C] Whereas the owner Gaunajibajiraodhamane Sold **23 R** land under search in favor of Shree om sai ram Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) Mayur PurushottamKathar 3)


Ramesh
Ramesh Constructions

Partner

RambhauAppichand Kale by executing a Registered Sale deed Sr.NO.253 dated 20 january 2011 in the O/o Sub Registry Aurangabad, As per Ragister sale Deed the revenue officer sanctioned mutation entry No. 92 in the name of Shree om sai ram Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) Mayur PurushottamKathar and 3) RambhauAppichand Kale.

E] And whereas Shreenath Constructions Through it's partner 1) Sunil Bhagawat Mahajan, 2) Mayur PurushottamKathar and 3) RambhauAppichand Kale converted the said land admeasuring **23R** into Non agriculture use vide order of the collector .

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. 99** part admeasuring **23R** consisting of **25 row house.**

G] 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/TPO/AFA-GH/2017/33on 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 row house in the said scheme as mentioned in as per sanctioned plan.

J] AND WHEREAS, therowhouse 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

 **RAKM**
Shreenath Constructions

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) Mayur Purushottam Kathar and 3) Rambhau Appichand Kale agreed to sale the above mentioned row house no. _____, to the Purchaser _____ for total consideration amount of Rs. _____/--- [In words Rs. _____] out of which the said purchasers has paid an 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%


Ravi
Shreenath Construction

Partner

- 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 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 the date of authentic body. 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 automatically be deemed have been extended.


Srinath Construction

Partner

- 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.
- 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

 **RAKESH**
Srinath Construction

Forward

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 maintainance 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 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 accidence 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".


Shreenath Construction

Partner

East: gut no 98(shreenath construction)

West: part of land of gut no.99

South: Land of Gut No 98(Shreenath Construction)

North: Land of Gut No 102

SCHEDULE " B " (DESCRIPTION OF THE ROW HOUSE)

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

EAST	:	_____
WEST	:	_____
SOUTH	:	_____
NORTH	:	_____

SCHEDULE " C " **(DESCRIPTION OF SPECIFICATIONS)**

Specification of _____, on _____

STRUCTURE

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


RAVEN
Construction

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

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

ELECTRIFICATION

Casing capping fitting with modular switches.

DOORS

 RANIL
RANIL CONSTRUCTION

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.

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**


Shreenath Construction

1] Sunil Bhagwat Mahajan

Age : 58 yrs, Occu : Business

R/o.: N-6 ,Cidco Aurangabad

2] Mayur PurushottamKathar

Age :27yrs, 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. _____

Witnesses:

1. _____

2. _____


Rajesh Construction

Partner