

Zone no. @ Rs.

Per Sq.Mt.

AGREEMENT TO SALE

This Agreement of sale is executed today on this ST day of 2018 at
Aurangabad between.

- 1) Mr. Shaikh Sadeq Shaikh Asgar
Age : 30 Years Occup . Business
R/o mitmita, misbah colony , Aurangabad
- 2) Mr. Shaikh Wajed Shaikh Asgar
Age : 28 Years Occup . Business
R/o mitmita, misbah colony , Aurangabad.
Consenting Party
- 1) Mr Shaikh Naser Shaikh Asgar
Age : 38 Years Occup . Business
R/o mitmita, misbah colony , Aurangabad.
- 2) Mr. Shaikh Wahid Shaikh Afsar
Age : 28 Years Occup . Bussines.
R/o mitmita , Aurangabad.
- 3) Mr. Shaikh Saalim Shaikh Asif
Age : Years Occup . student
Under the guardian of his mother
Mrs. Sultana w/o Shaikh Asif
R/o mitmita, misbah colony , Aurangabad.
Through their GPA vide no 3752 on dated 06/06/2015.



M/S. Aurangabad Trade Centre

Through it's Partners :-

1) Mr. Shaikh Abood Abdul Raheman Amodi

Age: 38 yrs Occu. Bussiness

Resi : Rauf colony Near Nehru Bhavan Aurangabad.

2) Mr. Siddiqui Mohammed Hares Sabahuddin

Mohammed Maslehuddin

Age: 39 yrs Occu. Bussiness

Resi : Fazilpura Aurangabad.

[Hereinafter called as **developer / builder** which expression shall mean and include all his heirs' successors, legal Representatives, executor's administrators and assignees]

1)

Age : yrs, Occ. House wife

R/o

Aurangabad

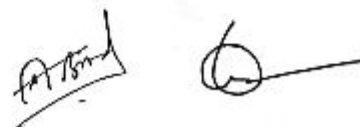
2)

Age : yrs, Occ. Service

R/o Aurangabad

[Hereinafter called as "**Purchaser**" or party of the Second part, which expression unless it be repugnant to its meaning and/or context there of shall always mean and include his heirs, successors, executors, representatives, administrators and assignees].

Whereas, the property land gut no 104 totally admeasuring 1 H 57 R in which jointly owned by Mr Shaikh Sadeq Shaikh Asgar & Shaikh Wajed Shaikh Asgar situated at mitmita tq & Dist Aurangabad. In which The part (A) of the said land to the extent of 1284.86sq mtr is owned & possessed by the owners. The owners purchased the above property from Shaikh Azgar Mohammed Ali under registered sale deed, bearing No 7838/14 dated 07/11/2014 registered at the office of sub registrar Aurangabad and which is specifically described in schedule A here in under.



AND WHEREAS, the owner has prepared the plan for development of the above said property and to construct the residential cum commercial building. Whereas the owners has executed the development agreement Day Book No. 3752/2015. Dated 06/06/2015, power of Attorney same day Sr. No. 3752/2015 Dated. 06/06/2015. And correction deed of declaration day book no 5019-2017 dated 11/08/2017 in the office of sub-registrar of Aurangabad. And whereas builder has obtain building permission from Aurangabad Municipal Corporation Aurangabad Vide no 313/2015-16 on dated 12/08/2015.

That the buildings being constructed on the above-referred property will be known as **"Aurangabad trade centre"** and in no case the said name will be changed.

AND WHEREAS, the purchaser has taken inspection of all the copies of documents executed by owner in respect of the above said property and after going through all the documents and after his due satisfaction in respect of clear marketable title of the owner/builder over the property, they has decided to purchase the **Flat no** in **"Aurangabad trade centre"** from the Owners/Builder on the agreed terms and Condition as mentioned herein below.

IN WITNESS WHERE OF THIS INDENTURE IS BEING EXECUTED BETWEEN THE PARTIES ON THE FOLLOWING TERMS AND CONDITIONS.

1. That, the purchaser is hereby agreed to purchase the said from the Vendor and Vendor is hereby agreed to sell to the purchaser **Flat No** constructed admeasuring B/up area **Sq.m.** situated third floor in **"Aurangabad trade centre"** which is specifically described in schedule- B here to was agreed to sale by the Owners/Builder to the purchaser for the total consideration of **RS. /- (Rupees only).**
2. the purchaser has given amount to the Builder/developer as under,
Rs /- (only) paid by cheque no- on dated / /2018
drawn on Bank.
And remaining amount of Rs /- (only)
will be given by obtaining loan from any financial institute.



3. That the said flat under sale is will be given after receiving full and final payment. After the possession of the purchaser can used and utilize the as per His own wish and desire as an absolute owner and possessor thereof Without any abstraction and interference in the same either by the owners/Builder or by anybody.
4. That, the purchaser after obtaining the possession of the shall Not cause any such act thereby causing any damage to the RCC Structure, flooring, common walls or other item and thereby cause any Damage to the building as a whole.
5. That, the Vendor hereby undertake that the under sale is free from all types of encumbrance and he have not obtained any loan of any Government, Financial Institutions or Private on the same. There are no dues of any kind either by sale, mortgage, lease, lien or charge on the under sale. If any dues of any type of any authority, institutions or of any type of any person found on the under sale, the same will be cleared by the Vendor.
6. That, the purchaser agreed to abide by rules and regulations and bye-laws framed from time to time by the condominium of owners and to pay his share in the common expenses and common repairs to the entire building.
7. That, the purchaser will borne registration charges, vat, L B T, service tax, & M S E B charges .
8. That, the purchaser as a owner agreed to maintain interior of his unit in good state of repairs and not to cause any damage to any common supports, common roofs on common flooring of the building.



SCHEDULE

DETAILS

FLAT NO.

:-

No

FLOOR

:-

FLOOR

ADMEASURING

:-

sq.mtr . Carpet Area.

NAME & ADDRESS

:-

"Aurangabad trade centre". Misbah Colony gut no
104 Mitmita Aurangabad.

SCHEDULE " A " LAND BOUNDARIES

On or towards East

:-

Gut no 104/P.

On or towards west

:-

Gut no 105/P.

On or towards south

:-

Aurangabad -Nasik Highway.

On or towards north

:-

Gut no104/P.

SCHEDULE " B " FLAT BOUNDARIES

On or towards East

:-

.

On or towards west

:-

.

On or towards south

:-

.

On or towards north

:-

.

Specification of the material to be used and amenities to be provided to the building.

SPECIFICATION

1. R.C.C. frame structure.
2. External walls 6" thick in cement mortar.
3. Internal walls 4.5" thick in cement mortar.
4. External plaster will be sand faced.
5. Internal plaster will be neru finish.
6. Main door will be decorative laminate door.



7. Internal doors are in RCC frame with water- proof flush shutters.
8. Aluminum powder coated windows with M.S. steel safety grills
9. All Rooms Ceramic tiles 2 x 2.
10. Skirting will be of 4" in every room.
11. Kitchen otta will of 27" in width in kadappa with granite top with Daddo tiles.
12. W.C. wall tiles will up to (7') with one W.C. pan.
13. Bathroom tiles will be up to lintel level (7') with one shower and mixer.
14. 5.5 point in each room and flat. 1 point in W.C., bathroom and balcony.
1 power point in kitchen and bathroom. Staircase points will be 2-way.
15. Water Supply as per Municipal Corporation Norms.

Any extra amenities / up gradation of material quality other than above will be provided by extra payment as applicable.

In witness whereof this Agreement to sale of is executed and signed by the parties on the parties on the day, date and year herein above mentioned.

OWNER

- 1) Shaikh Sadeq Shaikh Asgar
- 2) Shaikh Wajed Shaikh Asgar
- Consenting Party
- 3) Mr Shaikh Naser Shaikh Asgar
- 4) Mr. Shaikh Wahid Shaikh Afsar
- 5) Mr. Shaikh Saalim Shaikh Asif



Under the guardian of his mother
Mrs. Sultana w/o Shaikh Asif
Through their GPA vide no 3752
on dated 06/06/2015.

M/S. Aurangabad Trade Centre

Through it's Partners :-



1) Mr. Shaikh Abood Abdul Raheman Amodi



2) Mr. Siddiqui Mohammed Hares Sabahuddin
Mohammed Maslehuddin

Purchaser

1)

2)