

AGREEMENT TO SALE

BETWEEN

Sau. Ashwini Avinash Joshi
 Age: Major; Occupation: Service
 R/o. C-502, Sri Mangesh Appt. Near Ahobila Mutt.
 Road No. 6, Diamond Garden, Chembur, Mumbai-400071
 PAN No. : ACSPJ1024D
 Through her GPA
 Shri Avinash s/o. Achyut Joshi
 Vide registered GPA No. AGG-2-6590 dtd. 07.07.2018
 Through her GPA
 Shri. Chandrashekhar s/o. Laxmanrao Bardapurkar
 Age : Major, Occu. : Business
 R/o. Plot No. 95, Mayanagar, N-2, CIDCO, Aurangabad
 PAN No. ABNPB2880M

Hereinafter received to as 'Promoter/Land Owner/s',

AND

M/s. Merit Construction
 Through its Proprietor,
 Shri. Chandrashekhar s/o. Laxmanrao Bardapurkar
 Age : Major, Occu. : Business
 R/o. Plot No. 95, Mayanagar, N-2, CIDCO, Aurangabad
 PAN No. ABNPB2880M

Hereinafter received to as 'Promoter/Developers/s',

(Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators)

AND

Mr. -----
 R/o -----,

hereinafter referred to as " the Flat/Unit/Unit/Unit- Purchaser" of the other Part.

(Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators)

TITLE FLOW OF THE PROPERTY

1. That, in view of the 7/12 Extract of Gut No. 11, Kanchanwadi, Aurangabad, in the year 1990, the property Plot No. 4, area admg. 510.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad was owned & possessed by Shri. Jaywantrao Govindrao Deshpande, which is from the approved lay-out of Town Planning, Aurangabad and Tahsildar, Aurangabad with respect to land Gut No. 11, Kanchanwadi, Aurangabad vide his N.A. Order bearing No. 82/JMS/105/1882 dtd. 02.06.1982 has converted the land Gat No. 11 for non agriculture purpose.
2. That, Shri. Jaywantrao Govindrao Deshpande has executed Registered Gift Deed bearing No. 2219 dtd. 20.06.2016 in favour of Sau. Ashwini Avinash Joshi with respect to Plot No. 4, area admg. 510.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad.
3. On the basis of above refrrd registered sale deed, the revenue has sanctioned mutation bearing no. 2277 & recorded the name of Sau. Ashwini Avinash Joshi on 7/12 Extract of Gut No. 11, Kanchanwadi, Aurangabad, as the owner & possessor of said property.
4. That, Avinash Achyut Joshi vide Registered Relinquishment Deed bearing No. 5336 dtd. 10.10.2018 have relinquished land to the extent of 60.00 Sq.mtr. out of Plot No. 4, situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad in favour of Aurangabad Municipal Corporation, towards acquisition of land for D.P. Road.
5. That, Sau. Ashwini Avinash Joshi has executed Registered Power of Attorney bearing No. 6590 dtd. 07.07.2018 in favour of Avinash Achyut Joshi with respect to Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad & authorize him to do all the acts & things referred under said Power of Attorney.
6. That, Sau. Ashwini Avinash Joshi through her GPA Avinash Achyut Joshi has entered into the Registered Development Agreement bearing No. 5337 dtd. 10.10.2018 in favour of Chandrashekhar Bardapurkar with respect to Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad & has also executed Registered Power of Attorney bearing No. 5338 dtd. 10.10.2018 in favour of Chandrashekhar Bardapurkar in support of the Development Agreement.
7. That, Commissioner, Municipal Corporation, Aurangabad, vide Commencement Certificate bearing Permission No. 892/2018-19 bearing File No. 07/17/2018-19 dtd. 05.11.2018 issued in the name of Sau. Ashwini

LAND U.M.P.

Avinash Joshi, has granted permission for construction of flatted building, as per the approved map of construction on Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad.

8. That, Dy. Engineer, Town Planning, Municipal Corporation, Aurangabad, has approved the Map of construction in the name of Sau. Ashwini Avinash Joshi with respect to Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad.

NAME OF THE PROJECT

"AGASTYA TOWER"

DETAILS OF THE PROJECT

Number of Units : 20
Number of Buildings: 1
Number of Floors : 6
Name of the Building: "Agastya Tower"

Description of Plot on which the building is constructed

Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad

SCHEDULE - B

"Agastya Tower"

AREA STATEMENT

Floor	Flat No.	B/up area as per 7/12	B/up area as per TDR/paid FSI	Total B/up area	Carpet area	% area of Land

AND WHEREAS the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Developer accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Developer alone has the sole and exclusive right to sell the Flat/Units in the said building to be constructed by the Promoter/Developer on the said land and to enter into Agreement/s with the purchaser/s of the Flat/Units to receive the sale price in respect thereof;

AND WHEREAS the Flat/Unit Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat/Unit Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Flat/Unit Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Developer, copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Flat/Units are constructed or are to be constructed and the copies of the plans and specifications of the Flat/Unit agreed to be purchased by the Flat/Unit Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat/Unit Purchaser has/have examined the title, rights, interest, claims of the Promoter/Developer to the said land and has seen the documents of title in the Promoter/Developer's possession. The Purchaser has/have fully satisfied with the Promoter/Developer's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Developer has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Developer has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Flat/Unit Purchaser applied to the Promoter/Developer for allotment to the Flat/Unit Purchaser of Flat/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "AGASTYA TOWER" constructed on Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad.



AND WHEREAS the Developer has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs. -----/- (Rupees -----only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat/Unit Purchaser has paid to the Promoter/Developer a sum of Rs. -----/- (Rupees ----- only), by cheque detailed as below :-

Amount	Cheque Date	Cheque No	Name of the Bank

being part payment of the sale price of the Flat/Unit agreed to be sold by the Promoter/Developer to the Flat/Unit Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Flat/Unit Purchaser has agreed to pay to the Promoter/Developer the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter/Developer is required to execute a written agreement for sale of said Flat/Unit to the Flat/Unit Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter/Developer shall construct the said building/s consisting of Parking + Six floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time:
2. The Flat/Unit Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "AGASTYA TOWER" constructed on Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/Flat/Unit No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "AGASTYA TOWER" constructed on Plot No. 4, area admg. 480.00 sq.mtr. situated at Nath Housing Colony, Part of Gut No. 11, Kanchanwadi, Aurangabad. Building (hereinafter referred to as "the Flat/Unit") for the price of Rs. -----/- (Rupees -----only) which includes the proportionate price of the common areas, facilities appurtenant to the premises, and common Parking Space the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Flat/Unit Purchaser hereby agrees to pay the balance amount of Rs. -----/- (Rupees ----- only) to the Promoter/Developer after execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		(10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(30% of the transaction price) after execution of this Agreement to Sale
3.		(45% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit/Flat/Unit/Unit is located
4.		(70% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit/Flat/Unit/Unit is located
5.		75% of the transaction price) to be paid to the Promoter on completion of the walls of the building or wing in which the said Unit/Flat/Unit/Unit is located
6.		(80% of the transaction price) to be paid to the Promoter on completion of the external plaster, stair case, lift, walls, lobbies up to the floor level of the said apartment.