

AGREEMENT TO SALE

Agreement to sale of Flat located in "SURYATEJ RESIDENCY" situated at Gut No.107, Mitmita, Aurangabad, the stamp value of Rs. _____ /- and actual sale value Rs. _____/-.

This agreement to sale is executed today on _____ day of OCTOBER, 2018, at Aurangabad, between :-

1. M/s. Om Sai Construction,
A partnership firm, registered under
The Indian Partnership Act,
Through : It's Partners :
 - A. Mr. Nitin Diwan Patil, Age : 30 years,
Occup.: Business, R/o. : Satara,
Aurangabad.
 - B. Mrs. Chhaya Diwan Patil, Age : 51
Years, Occup.: Business, R/o. :
Satara, Aurangabad.
 - C. Surekha w/o karbhari Dhanad,
Age : 51 years, Occup.: Business,
R/o. : Garkheda, Aurangabad.
2. Mr. Prakash Narayan Badve,
Age : 57 years, Occup.: Service,
R/o. : Plot No. 80, Sandeep Nagar,
Market Yard, Ahmednagar.
3. Mr. Vijay Radhakisan Vaywahare,
Age : 55 years, Occup.: Service,
R/o. : Adarsh Colony, Vaijapur,
Dist. Aurangabad.
4. Sanjay s/o Gulabrao Bhadane,
Age : 37 years, Occup.: Business,
R/o. : Kalawandi, Tq. Malegaon,
Dist. Nashik, Through : His GPA
Madhur Manikrao Desale,
Age : 34 years, Occup.: Business,
R/o. : Sahayadri Nagar, Garkheda,
Aurangabad.

Through : Their Power of Attorney :

1. Mrs. Madhuri Mahesh Labhshetwar,
Age : 40 years, Occup.: Business and
Household, R/o. : Vedant Nagar,
Aurangabad.
2. Mrs. Jayshree Tukaram Mamidwar,
Age : 41 years, Occup.: Business and
Housewife, R/o. : P Beed Bye Pass Road,
Aurangabad.

(Hereinafter called as "VENDORS", which expression shall mean and include their heirs, successors, administrators and assignees)

IN FAVOUR OF

_____ s/o _____
Age : ____ Years, Occup.: _____,
R/o. : _____.

(Hereinafter called as "VENDEE", which expressions shall mean and include all his heirs, successors, administrators and assignees).

WHEREAS, Vendor Nos.1 to 3 are the owners and possessors of 27 R., portion out of land Gut No. 107, totally admeasuring 1 Hecter 70 R., (including pot kharab of 2 R.), situated at village Mitmita, Tq. and Dist. Aurangabad, and Owner No.4 is the owner and possessor of 20 R., portion out of the said land and both the pieces of land are adjacent to each other and totally admeasuring 47 R., and out of the same, area to the extent of 1053.77 Sq. Mts., is affected by 9 Meter Wide D.P. Road and 15 Meter Wide D.P. Road, and hence, the Owners decided to develop the remaining area of 36.4623 R., which is specifically described in Schedule "A" hereunder. Accordingly, they entered in to registered development agreement in respect of the same on dated 11.10.2018, with Shriraj Labh Developer.

AND WHEREAS, the permission for construction is obtained from the Municipal Corporation, Aurangabad, on dated _____, in File No. _____ and the copy of the construction plan is filed herewith and marked at EXHIBIT "D"

AND WHEREAS, declaration U/sec. 2 of the Maharashtra Apartment Ownership Act, is executed and registered on dated -----, at Sr. No. -----, and thereby proposed building nomenclature as "SURYATEJ RESIDENCY" is submitted to the provisions of the Maharashtra Apartment Ownership Act, and as per the said Declaration, in "SURYATEJ RESIDENCY"

AND WHEREAS, purchaser has gone through all the above referred documents and detail contains of the same and also the construction plan and plan of the apartment and being totally satisfied with the same requested the Developer to allot the Flat No. _____, on _____ Floor, having _____ Sq. Mtr. carpet area in "_____" building, and which is specifically described in Schedule-B hereunder and the Developer also agreed for the same on the following terms and conditions.

1) That, the Developer agreed to sale the Flat No. _____, on _____ Floor, having _____ Sq. Mts. Carpet area, in "_____" to the purchaser for the total consideration of Rs. _____ /- (Rupees. _____ only) out of which the purchaser paid the earnest amount of Rs. _____/- (Rs. _____ only) to the Builder as under :-

Sr.No.	Cheque Number	Bank's Name	Date	Amount

As such, the Developer hereby acknowledge the receipt of the same. The remaining amount of consideration of Rs. _____/- (Rupees _____ only) will be paid by the purchaser to the Builder as under :-

Stage of Construction	Amount
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2. That, the balance consideration amount of Rs. _____/- (Rs. _____ only) will be paid by the Vendee to the Vendors at the time of execution and registration of the sale-deed.

3. That, all expenses of execution and registration of the sale-deed will be incurred by the Vendee.

4. That the Vendors hereby declare that the flat under sale is free from all types of encumbrances and it is not subject to any mortgage, lease, exchange or any other agreement, nor, there are any dues or charges of State Government, any financial institution or private party on the same and if any dues or charges are found, the same will be cleared by the Vendors prior to the execution and registration of the sale-deed.

5. That, Vendor hereby declares that the flat under sale is not affected by any reservation, nor, it is subject to any acquisition or requisition. Similarly, the flat under sale is not subject matter of any litigation in any Court, Tribunal or before any authority.

6. That, the Vendors hereby undertake to pay all the taxes and charges of the State Government, that of local authority in respect of the flat under sale up to the date of sale-deed.

IN WITNESSETH WHEREOF THIS AGREEMENT TO SALE IS
EXECUTED TODAY ON THIS ____ DAY OF JUNE, 2018, AT
AURANGABAD.

WITNESSES :

VENDORS,

1. M/s. Om Sai Construction
Through : It's Partners :
- A. Mr. Nitin Diwan Patil
- B. Mrs. Chhaya Diwan Patil
- C. Surekha w/o Karbhari Dhanad
2. Mr. Prakash Narayan Badve
3. Mr. Vijay Radhakisan
Vaywaharc
4. Sanjay s/o Gulabrao Bhadane
Through : His GPA
Madhur Manikrao Desale

Through : Their Power of Attorney :

1. Mrs. Madhuri Mahesh
Labhshetwar
2. Mrs. Jayshree Tukaram
Mamidwar

VENDEES

_____ s/o _____