

AGREEMENT TO SALE

BETWEEN

1] Sau. Renuka Ganesh Ambekar
Age : Major, Occu. : Retired,
PAN No. : AAOPA1923G

2] Shri. Ganesh Uttam Ambekar
Age : Major, Occu. : Retired,
PAN No. : AIFPA6479A

Both R/o : Pushkar Bungalow, Plot No. 32,
Sandesh Nagar, Opp. CADA Office,
Gajanan Maharaj Mandir Road, Garkheda,
Aurangabad

Through GPA

Shri. Ganesh Sadashiv Soygaonkar
Proprietor of Dream Properties
Age : 47 yrs., Occu. : Business
PAN No. AURPS7130A

AND

Shri. Ganesh Sadashiv Soygaonkar
Proprietor of Dream Properties
Age : 47 yrs., Occu. : Business
PAN No. AURPS7130A

(Hereinafter called as 'PROMOTOR/GRANTOR/OWNER', which expression shall mean, include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc.)

AND

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

hereinafter referred to as "the 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

NAME OF THE PROJECT

"TANAYA RESIDENCY"

DETAILS OF THE PROJECT

Number of Units : 12
Number of Floors : 04
Name of the Building: "TANAYA RESIDENCY"

Description of Plot on which the building is constructed

the amalgamated Plot No. 2, Area admg. 55.76 sq.mtr. Part of CTS No. 15299 and Sy No. 17/P situated at Gajanan Colony, Aurangabad

SCHEDULE - B

"TANAYA RESIDENCY"

AREA STATEMENT

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 flats 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 flats to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Flat 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 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 flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Flat Purchaser has 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 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 Purchaser applied to the Promoter/Developer for allotment to the Flat Purchaser of Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "TANAYA RESIDENCY" constructed on Plot No. 2, Area admg. 55.76 sq.mtr. Part of CTS No. 15299 and Sy No. 17/P situated at Gajanan Colony, 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 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 agreed to be sold by the Promoter/Developer to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Flat 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 to the Flat 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 4 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 Purchaser hereby agreed to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell the Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "TANAYA RESIDENCY" constructed on Plot No. 2, Area admg. 55.76 sq.mtr. Part of CTS No. 15299 and Sy No. 17/P situated at Gajanan Colony, Aurangabad as shown in the Floor plan thereof hereto annexed and marked Annexure D/Flat No. ---, having carpet area admeasuring ----- Sq. Meter, on ----- Floor, in the building known as "TANAYA RESIDENCY" constructed on Plot No. 2, Area admg. 55.76 sq.mtr. Part of CTS No. 15299 and Sy No. 17/P situated at Gajanan Colony, Aurangabad. Building (hereinafter referred to as "the Flat") 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 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/Shop/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/Shop/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/Shop/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.
7.		(85% of the transaction price) to be paid to the Promoter on completion of the external plumbing and internal plaster, elevation, terrace with water proofing of the building or wing in which the said Unit/Shop/Unit is located
8.		(95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, Sanitary fittings, appertain and all other requirements as may be described in the Agreement to Sale of the building or wing in which the said apartment is located.
9.		(Remaining Amount) at the time of handing over of the possession of the Unit/Shop/Unit to the Unit/Shop/Unit Purchaser on or after receipt of occupation certificate or completion certificate.

The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Units.

3. The Promoter/Developer hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Developer has/have absolute, clear and marketable title to the said land so as to enable him to on the execution of a Sale Deed/Deed of Apartment of the said Flat by the Promoter/Developer in favour the Purchaser.
4. The Flat Purchaser agrees to pay to the Promoter/Developer interest at SBI lending rate + 2% extra penalty thereon per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amounts is payable by the purchaser to the Promoter/Developer.
5. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)