AGREEMENT TO SALE

Flat No. _____, Sudarshan Heights, Plot No. 14 and 15,
Roshan Co-operative Housing Society Limited, Garkheda, Aurangabad
(Zone No. _____) (Valuation as per Ready Reconer Rs. _____/-)
(Actual Consideration Rs. _____/-)
(Stamp Duty Rs. _____/- and Registration Fees Rs. _____/-)

This AGREEMENT TO SALE is made and executed on this _____ day of _____, At Aurangabad

Between

Shri. Deepak Venkatrao Kulkarni,

Proprietor of M/s. D.V.K. Constructions,

Age :- 55 years; Occupation:- Business;

R/o: 2, Shree Plaza, 14, Deogiri Colony,

Kranti Chowk police Station Road,

Aurangabad.

Hereinafter referred to as the "**The Owner / Builder"** (Which expression shall, unless it be repugnant to the meaning or context thereof, include its heirs, successors and assigns, authorised signatory, partners and their heirs etc.)

In favour of

Shri. _____,

Age :- _____ years; Occupation:- _____,

R/o.:- _____.

PAN No. _____

Hereinafter called as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his / her / their heirs, successors, survivors, executors, administrators and assigns.

WHEREAS, the land bearing Plot No. 14, CTS No. 15298/36 adm. 278.7 Sqm., and Plot No. 15, CTS No. 15298/37 adm. 278.7 Sqm., totally adm. 557.4 Sqm., Roshan Co-operative Housing Society Limited, sheet No. 300, forming part of Survey No. 8, situated at Garkheda, situated within the limits of Aurangabad Municipal Corporation, Aurangabad more particularly described in the Schedule – I hereunder written (Hereinafter called and referred to as "the said plots" is owned and possessed by the Owner / Builder).

AND WHEREAS, the owner informs brief history of the said Plots to the Purchaser as under :

a. That Shri. Fazal Ahmed Kha Mohammad Akhil Kha was owner of land adm. 1 Hector 47 R forming part of Survey No. 9 bearing CTS No.

15297 and land adm. 55 R forming part of Suvey No. 8 bearing CTs No. 15298.

b. Roshan Co-operative Housing Society Limited, a society registered under No. AGD/HSG/240/27/04/1982 (the society) purchased the land adm. 1 Hector 47 R forming part of Survey No. 9 bearing CTS No. 15297 and land adm. 55 R forming part of Suvey No. 8 bearing CTs No. 15298 from Shri. Fazal Ahmed Kha Mohammad Akhil Kha by virtue of Sale deeds dated 17-Sep-1981 registered in the office of sub-registrar, Aurangabad at day book Sr. No. 4635 and 4636 respectively.

c. Thereafter the Society obtained permission for non-agricultural use of land adm. 5 Acres from the Hon`ble Collector Aurangabad under its order No. RB/DESK-II/LND-I/82/CR-223 dated 08-Aug-1982. So also the Society got the layout sanctioned from Aurangabad Municipal Council, Aurangabad under No. LYT/TPS/1702/82 ON 02-Dec-1982 as per recommendation of Deputy Director of Town Planning, Aurangabad vide letter No. LYT/AGD/532 dated 23-Mar-1982.

d. In General Meeting of the Society **Plot No. 14 bearing CTS No. 15298/36** was allotted to Shaikh Ibrahim Shaikh Faijuddin vide Resolution No. 2 and accordingly his name is mutated in Property card vide mutation entry dated 04-Feb-1989. Thereafter on the request of Shaikh Ibrahim Shaikh Faijuddin his membership is cancelled by society vide resolution No. 3 in in General Meeting dated 26-Nov-2009. Accordingly of Shaikh Ibrahim Shaikh Faijuddin became absolute owner of the Plot No. 14 bearing CTS No. 15298/36.

e. Thereafter Shaikh Ibrahim Shaikh Faijuddin gifted Plot No. 14 bearing CTS No. 15298/36 to 1. Shaikh Gausoddin Shaikh Ibrahim, 2. Shaikh Sharfoddin Shaikh Ibrahim, 3. Shaikh Saifoddin Shaikh Ibrahim vide Gift deed dated 19-Aug-2015 registere in the office of Sub-registrar, Aurangabad at day book Sr. No. 5509 on 19-Aug-2015. Accordingly their names have been mutated in the property card vide mutation entry dated 21-Sep-2015.

f. Thereafter 1. Shaikh Gausoddin Shaikh Ibrahim, 2. Shaikh Sharfoddin Shaikh Ibrahim, 3. Shaikh Saifoddin Shaikh Ibrahim sold Plot No. 14 bearing CTS No. 15298/36 to the Vendor / Builder by

virtue of Sale Deed dated 03-Nov-2020 registered in the office of Sub-registrar, Aurangabad at day book Sr. No. AGG-5-5712-2020 in the said Sale Deed Shaikh Ibrahim Shaikh Faijuddin signed in the capacity of Consenting Party.

g. In General Meeting of the Society **Plot No. 15 bearing CTS No. 15298/37** was allotted to Smt. Khalida Arif Mohammad Badruddin Arif vide Resolution No. 3 and accordingly her name is mutated in Property card vide mutation entry dated 04-May-1984. Thereafter on the request of Smt. Khalida Arif Mohammad Badruddin Arif her membership is cancelled by society vide resolution No. 2 in in General Meeting dated 07-Jun-1997. Accordingly of Smt. Khalida Arif Mohammad Badruddin Arif became absolute owner of the Plot No. 15 bearing CTS No. 15298/37.

h. Thereafter Smt. Khalida Arif Mohammad Badruddin Arif sold Plot No. 15 bearing CTS No. 15298/37 to Akil Jafar Patel and Asad Jafar Patel under guardianship of their mother Smt. Jamila Begam Jafar Patel vide Sale deed dated 24-Jun-1997 registered in the office of Sub-registrar, Aurangabad at day book Sr. No. 2264. Accordingly their names have been mutated in the property card vide mutation entry dated 24-Jul-1997.

i. Thereafter on attending age of majority by Akil Jafar Patel and Asad Jafar Patel entry of guardianship of their mother Smt. Jamila Begam Jafar Patel was removed vide mutation entry No. 18911 dated 17-Apr-2017.

j. Thereafter Asad Jafar Patel gifted his entire share adm. 139.35 Sqm. to Akil Jafar Patel by virtue of Hibanama dated 16-Dec-2016 and in pursuance to said hibanama name of Asad Jafar Patel is removed vide mutation entry name 18912 dated 17-Apr-2017.

k. Thereafter Akil Jafar Patel sold Plot No. 15 bearing CTS No. 15298/37 to DVK Construction Prop. Deepak V. Kulkarni by virtue of Sale Deed dated 03-Nov-2020 registered in the office of Sub-registrar, Aurangabad at day book Sr. No. AGG-5-5711-2020 in the said Sale Deed Smt. Jamila Begam Jafar Patel and Asad Jafar Patel signed in the capacity of Consenting Party.

AND WHEREAS, that the Owner/Builder have got building plan sanctioned from Aurangabad Municipal Corporation, Aurangabad under File No. 175/17/2020-21 vide Permit No. 162/2020-21 dated 03/12/2020 hereto annexed is the copy of building permission plan issued by Corporation, Aurangabad.

AND WHEREAS, that the Owner/Builder have got amalgamation of Plot No. 14 and 15, sanctioned from Aurangabad Municipal Corporation, Aurangabad under vide Permit No. 2223/2020-21 dated 03/12/2020 hereto annexed is the copy of amalgamation plan issued by Corporation, Aurangabad.

l. That in the pursuance of said building permission Owner/Builder has executed deed of Declaration U/s. 2A of Maharashtra Apartment ownership Act, 1970 in respect of said plots and the building being constructed thereon and thereby submitted entire project to the provisions of Maharashtra Apartment ownership Act, 1970 and also formulated association of Flat ownership of the said building namely **"Sudarshan Heights"**. The said Declaration Deed is executed on _____ which is registered in the office of sub-registrar Class-II Aurangabad at day book Sr. No. _____.

m. The **Purchaser** has / have verified all the documents in respect of said Flat including Sale deed, Mutation entry, Property Card, Building permission issued by Aurangabad Municipal Corporation, Development Agreement, General Power of Attorney, Deed of Declaration.

n. The **Purchaser** desired to purchase from the Owner / Builder, the Flat No. _____, built-up Area adm. _____ Sqm., on _____ floor, in building "Sudarshan Heights" being constructed on the said Plot and together with the common facilities, and delineated in the floor plans annexed hereto more particularly described in Schedule-II hereunder written. (herein after called and referred to as "**the said Flat**") approached the Owner / Builder;

o. The Owner / Builder is desirous to sell the said Flat described in Schedule-II hereunder and **Purchaser** is / are desirous to purchase the Flat No. _____, built-up Area adm. _____ Sqm., on _____ floor, in building "Sudarshan Heights" and exclusive rights in the building being constructed of the said Plot for total consideration of Rs. ---------- ----------/- (Rupees ---------- Only) as unit cost of

the Said Flat**.**

p. Subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this AGREEMENT TO SALE, in to witness the terms and conditions thereof, in compliance to section 4 of the Maharashtra Ownership Act, 1963, as under:

NOW THIS AGREEMENT TO SALE WITNESSETH:

1. The Owner / Builder hereby, agrees to sell, transfer and/or otherwise convey in the manner hereinafter mentioned, all that Flat No. _____, built-up Area adm. _____ Sqm., on _____ floor, in building "Sudarshan Heights" being constructed on the Plot No. 14, CTS No. 15298/36 adm. 278.7 Sqm., and Plot No. 15, CTS No. 15298/37 adm. 278.7 Sqm., totally adm. 557.4 Sqm., Roshan Co-operative Housing Society Limited, sheet No. 300, forming part of Survey No. 8, situated at Garkheda, situated within the limits of Aurangabad Municipal Corporation, Aurangabad, Flat is more particularly described and mentioned in Schedule-II in favour of the **Purchaser**, subject to the terms and conditions hereof, and the **Purchaser** agree/s to acquire and purchase the same from the Owner / Builder, for and at the lump sum all inclusive price of Rs. '----------/- (Rupees '---------- Only), out of which the **Purchaser** has / have paid Rs. ----------/- (Rupees ---------- Only) towards part consideration, to the Owner / Builder as under:-

Sr. No.	Cheque / RTGS No.	Bank	Date	Amount
1				
2				
Total Rupees ---------- Only				----------

2. The **Purchaser** shall pay the balance consideration of Rs. ----------/- (Rupees ---------- Only) to the Owner / Builder by account payee cheques, / Housing loan from any financial Bank :

Sr. No.	Installment agreed to be paid		
1	On completion of Plaster of the said Flat		----------
2	On completion of Plumbing of the said Flat		----------
3	On completion of electrification of the Flat		----------
4	On completion of Flooring of the said Flat		----------
5	On door and window fitting of the said Flat		----------

6	On colouring of the said Flat		----------
7	At the time of execution of Sale Deed		----------
		Total Rupees ---------- only	**----------**

3. *** The amount to be paid by the **Purchaser** to the Owner / Builder as agreed to above, time shall be the ESSENCE OF THE CONTRACT. In case the **Purchaser** fails to pay the above agreed installments then he will be liable to pay 2% PM interest on the due amount of installment and in that case this agreement can be cancelled at the option of the Owner / Builder and the **Purchaser** will have no any right on the said Flat.

4. The Owner / Builder will complete the construction of the said Flat within ____ months from the date of execution of this agreement and shall handover peaceful and vacant possession thereof to the **Purchaser** after the **Purchaser** has / have paid the entire agreed consideration and other charges mentioned hereinabove.

5. However, the Owner / Builder shall be entitled to make any modification in the said plan as deemed necessary, just and proper for the construction of building.

6. The Owner / Builder have assured that on taking possession of the said shop, which is more particularly described in Schedule – II hereunder the **Purchaser** will be entitled to occupy the same without any claim or interruption from the said society and/or anybody else claiming under the Owner / Builder and/or the Society.

7. Notwithstanding anything contained in this agreement or in the above clauses the Purchaser understood that non availability of water, steel, cement or any other building material, labour problems or on account of civil commotion, riot or any act of God or on account of any notice, order, rule or notification of the Government and or public body or authority, delay in completion of construction may be caused.

8. The Owner / Builder has assured and represented that he is exclusive Owner and possessor of the said Flat, which is more particularly described in Schedule-II written hereunder and their title over the said Flat is clear and marketable.

9. That the Flatted building shall be governed by the provisions of Maharashtra Apartment ownership Act, and all the terms and conditions mentioned in the deed of declaration referred above will be

applicable to the Purchaser.

10. The Flat **Purchaser** will be bound to be the member of the association and he / she / it / they will have to pay membership fees and also have to pay regular subscription of the association. The Flat **Purchaser** will be liable to pay the share in the common expenses of maintenance of the building as a whole and common spaces staircases sweeping cleaning etc.

11. That from the date of possession of Flat the **Purchaser** will be bound to pay all the municipal taxes and other taxes attributable to the Flat purchased by him whether assessed separately or not.

12. That the Owner / Builder will have to provide independent and separate meter and electric connection to the Flat under sale, but all the required expenses, charges and Deposit of MSED for the same will be born by the **Purchaser**.

13. That the Flat **Purchaser** after taking possession of the Flat shall not cause any such act thereby causing any damage to the building as a whole and the RCC frame work, elevation of the building, or any walls, drainage connection electric connections water lines etc.

14. The **Purchaser** agrees to abide by the rules and regulations or bye-laws in aforesaid Deed of Declaration and other laws framed from time to time by the condominium of Apartment Owners and to pay his / her / their share in the common expenses and common repairs to the entire building. The **Purchaser** also agrees to use his / her / their Flat in a manner which will not cause any nuisance, annoyance or obstruction or hindrance to the other Apartment Owners in the building or to the neighbors in the locality.

15. The **Purchaser** as apartment owner agrees to get his / her / their Flat assessed separately from Aurangabad Municipal Corporation, Government / Semi Government Department and to pay and keep on paying the taxes so assessed in respect of his / her / their apartment after obtaining possession. he / she / it / they also agrees to pay pro rata share in the taxes assessed in respect of the common areas and common supports available to the entire **Sudarshan Heights** condominium of apartment Owners and he / she / it / they agrees to pay and keep on paying the same to the condominium whenever called upon so to do.

16. In addition to the payment of his / her / their share of the taxes applicable in respect of the common areas and common supports, the **Purchaser** agrees to pay his / her / their share of the maintenance charges of the entire building assessed and levied by the Association of the apartment Owners and he / she / it / they is agree that the amount so payable shall rank as a first charge after the statutory charges or burdens in respect of taxes and other dues payable either to the Central / State Government or to the Aurangabad Municipal Corporation and / or Aurangabad Municipal corporation and the Association of the apartment Owners shall be entitled to proceed to recover the same from the apartment Owners who fails or avoids to pay the same for any period of three months and shall also render themselves liable to pay interest in lieu of damages on the outstanding amount at the rate of 2% percent per month computed from the date on which such amount becomes due for payment and the same shall be recovered from them by the Association.

17. The Purchaser as apartment Owner agrees to abide by the rules and regulations of the Deed of Declaration and framed time to time by the Association has also to abide by all bye-laws if any framed by the Association.

18. That in future if the floor space index (FSI), TDR, increase in FSI by payment of premium, available or granted by the competent Authority, then the area available to the land will be utilized by the Owner / Builder only on the said plot and / or same can be transfer the said TDR from the said plot to another property irrespective of permission of purchaser.

19. That, it is further agreed by the Purchaser that, no one / anyone can not be entitled to carry out any construction either permanent or temporary in the said open / marginal space.

20. The Purchaser places on record that he / she / it / they is / are aware that the Owner / Builder retained to themselves the right of constructing additional apartments either for residential or commercial purposes in the additional floor and also to dispose the same to the intending **Purchaser** to be held by such **Purchaser** as apartment under the Apartment Ownership Act and that on such construction and sale of apartment the pro rata share of the **Purchaser** herein in respect of common facilities and in respect of his / her / their share of the common expenses is likely to alter and he /

she / it / they agree to accept such alteration without being required to enter into any separate agreement for such alteration of their pro rata rights or obligations, also he / she / it / they shall not be entitled to raise any objections in this regard.

21. The Owner / Builder shall clear all the Taxes, Cess, and Land Revenue etc. in respect of the Said Flat due, outstanding and/or payable to Government, Semi-Government or any other authority until the handing over the possession /up to Occupancy Certificate.

22. All the expenses in present or in future relating to such conveyance such as stamp duty, registration fees, applicable VAT and Service Tax and other incidentals expenses shall be borne and paid by the **Purchaser** in addition to the agreed consideration, Owner / Builder will not be liable for the same.

23. The Owner / Builder have agreed to execute the Sale Deed in the name of the **Purchaser** and/or his / her / their nominees, as may be required by the Purchaser.

SCHEDULE-I

(Description of the said Plots)

All the piece and parcel of Plot No. 14, CTS No. 15298/36 adm. 278.7 Sqm., and Plot No. 15, CTS No. 15298/37 adm. 278.7 Sqm., totally adm. 557.4 Sqm., Roshan Co-operative Housing Society Limited, sheet No. 300, forming part of Survey No. 8, situated at Garkheda, situated within the limits of Aurangabad Municipal Corporation, Aurangabad, and common bounders of the said plots are as under:

East	**:**	06 Mtr wide Road,
West	**:**	Plot No. 45, CTS No. 16620,
North	**:**	Plot No. 51, CTS No. 16628,
South	**:**	Plot No. 49, CTS No. 16632.

SCHEDULE-II

(Description of the said "**FLAT**")

All that piece and parcel of the Flat No. _____, built-up Area adm. _____ Sqm., on _____ floor, building "Sudarshan Heights" constructed on property described in the schedule-I together with MSEB electricity meter, easements, appurtenances, other common and other incidental rights thereto.

On or towards East : ----------,

On or towards West : ----------,

On or towards North : ----------.
On or towards South : ----------,

In witness whereof, the parties hereto have signed and executed this agreement on the date and at the place hereinbefore first mentioned.

Owner / Builder

Shri. Deepak Vyankatrao Kulkarni
Proprietor of M/s. D.V.K. Constructions
Purchaser

Witnesses :

1. _____,
R/o. _____.

2. _____,
R/o. _____.