AGREEMENT TO SALE

AGREEMENT TO SALE OF PLOT NO.___ ADMEASURING _____Sq Mt, SITUATED IN GUT NO.127/P OF VILLAGE TISGAON, CIDCO WALUJ MAHANAGAR-II, AURANGABAD TQ AND DISTRICT AURANGABAD EXECUTED ON THIS ____DAY OF _____ 2021, AT AURANGABAD

BETWEEN

M/s Sanmati Associates
Through its partners
Mr.
Age:____Years, OCC:_____
R/o:Plot No_____, Aurangabad
PAN No._____

Through Power of Attorney Holder
Mr.
Age:____Years, OCC:_____
R/o:Plot No_____, Aurangabad
PAN No._____

(Hereinafter called as "**Promoter**", which expression shall, unless repugnant to the context or meaning thereof, mean and include the said firm, its present and future partners, their respective heirs, successors, survivors, executors, administrators and assigns of one part)

AND

Mr _____
Age:____Years, OCC:_____
R/o:Plot No_____, Aurangabad
PAN No._____

(Hereinafter called as "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, survivors, executors, administrators and assigns of other part)

WITH CONSENT OF

Sara Towers Pvt Ltd
Through Power of Attorney Holder/Authorized officer
Mr_____
Having office at
D-55, Shrigajanan Vaibhav Compex
Cannought Super Market, CIDCO, Aurangabad

(Hereinafter called as "**Consenting Party**", which expression shall, unless repugnant to the context or meaning thereof, mean and include the said company, its present and future directors & members, their respective heirs, successors,

survivors, executors, administrators and assigns of other part)

FLOW OF TITLE OF LAND GUT NO.127 TISGAON, CIDCO WALUJ MAHANAGAR-II, TALUQA & DISTRICT: AURANGABAD .

A. Whereas Land Gut No.127 admeasuring 3H 64R of Village Tisgaon, CIDCO Waluj Mahanagar-II, Taluqa & District: Aurangabad was purchased by Mangalsing Balwantrao Pawar and Laxman Ubale under registered sale deeds executed in the year 1985 by their predecessors.

B. Further under order dated 19.9.1986 bearing No/SC/JMB/I/NAA/WS/849 passed by Tahasildar Aurangabad Non-Agriculture use of the land admeasuring 3H 64R was permitted.

C. Thereafter Laxman Ubale and Mangalsing Pawar carved 140 plots in Gut No.127 admeasuring 3H 64R under the layout, out of which Plots No. 1 to 74 were agreed to be owned and possessed by Laxman Ubale and plots no. 75 to 140 were agreed to be possessed by Mangalsing Pawar and accordingly name of parties are mutated vide mutation entry no. 386 dated 21.5.1990 .

D. Whereas, under registered sale deed no.AGG-3-1868/2002 Mangalsing Balwantrao Pawar, Girish Laxmanrao Ubale and Devendra Laxmanrao Ubale sold land admeasuring 1H 80R, 45R and 45R from Gut No.127 respectively to Sachin Rajendra Nagori and Druvkumar Radhakisan Pitti (Total land Purchased by Sachin Rajendra Nagori and Druvkumar Radhakisan Pitti is 2H 70R circumscribed within following boundaries:

Towards East: Tisgaon Waladgaon Gadi Road
Towards West: Nala and Gut No.128
Towards North: Gut No.126 and 128
Towards South: River

Name of Sachin Rajendra Nagore and Druvkumar Radhakisan Pitti is mutated over 7/12 extract of Gut No.127 to extent of area admeasuring 2H 70R vide entry no 1213 & 1880 dated 16.4.2002 and 22.9.2006.

E. Whereas, under registered sale deed no.AGG-1-611/2007 dated 3.2.2007, Sachin Rajendra Nagore and Druvkumar Radhakisan Pitti sold 2H 70R land from Gut No.127 (except plot no.1 to 7, 28, 29, 30 and 31 admeasuring 3572.986 Sq Mt from 2H 70R) to Sara Towers Pvt Ltd with consent of Zubair Amanullah Motiwala. On basis of sale deed name of the Sara Towers Pvt Ltd is mutated over 7/12 extract of Gut No.127 vide entry no 1977 dated 3.3.2007.

F. Thereafter, Sara Towers Pvt Ltd has applied for NA 44 of land Gut No. 126 & 127 to extent of area admeasuring 12000 Sq Mt, which was granted by order dated 3.4.2010 under File No.2010/JMB/NA/WS/73/210 by Collector Aurangabad and vide

order dated 27.11.2013, bearing outward no.2012/Mashak/Jamin-1/NP/34/Tisgaon, Tq:Aurangabad / Pra Kramank 375; NA 44 permission of land admeasuring 13507.831 Sq Mt from Gut No.127 was granted to Sara Towers Pvt Ltd.

G. Whereas, under registered sale deed No. AGG-5-4000/2010 dated 13.5.2010, Sara Towers Pvt Ltd sold to M/s Sanmati Associates land admeasuring 8816.015 Sq Mt (Erstwhile Service Industry Plots No.91 to 149) along with right to use, develop and enjoy Green Belt, internal roads and open space from Gut No.127/P Tisgaon, CIDCO, Waluj Mahanagar-II, Aurangabad, which is circumscribed within following boundaries:
Towards East: Cart Track
Towards West: Nala
Towards North: Sector B
Towards South: Kham River.

The land admeasuring 88.16 R is mutated over 7/12 extract of GutNo.127 vide mutation entry No. 2996 in name of M/s Sanmati Associates through its partners Rajendra Kala and Yogita Kala.

PARTNERSHIP FIRM M/s SANMATI ASSOCIATES AND ITS PARTNERS:

A. Partnership Deed was executed on 17.3.2010 between three partners namely-Mr Shailesh Kasliwal, Mr Rajendra Kala and Mrs Yogita Kala for carrying out business of Civil Construction, Purchase or Sale of Plots, lands and Development in name of firm M/s Sanmati Associates bearing registration No.ABD/4817.

B. On 17.3.2010 & 4.2.2013 under Admission Deed following partners were admitted in firm M/s Sanmati Associates: a)Vinod Lohade, b)Manoj Runwal, c)Dharmendra Ramnani, d) Sachin Bohara and e) Sitaram Agrawal

C. On 28.2.2013 Rajendra Kala and Shailesh Kasliwal retired from the firm M/s Sanmati Associates under retirement deed.

D. On 27.8.2020 Sitaram Agrawal retired from the firm M/s Sanmati Associates and following partners were admitted: a) Tarun Kacker, b) Akhil Khanna, c) Santosh Agrawal, and d) Anjali Kala

E. In view of above developments from time to time M/s Sanmati Associates consist of 9 partners as on date which are as under said partners are the owner of the land under present transaction and has right to sale the same:

(i) Yogita Kala, (ii) Vinod Lohade, (iii) Manoj Runwal, (iv)Dharmendra Ramnani, (v) Sachin Bohara, (vi) Tarun Kacker (vii) Akhil Khanna, (viii) Santosh Agrawal and (ix)Anjali Kala.

F. The partnership firm has given GPA for execution of agreement to sale, sale deed, allotment letter, jointly to Mr Manoj Kanyalal

Runwal and Mrs Yogita Manoj Kala with any one of the other partner of the firm.

LAYOUT & CONVERSION OF SERVICE INDUSTRY PLOTS INTO RESIDENTIAL PLOTS:

A. Layout of the land Gut No.126, 127 and 128 was sanctioned by the CIDCO under its letter dated 28.1.2000 bearing outward No. CIDCO/ SP(NT)/ BP/ WLJ/ 2000/61.

B. Revised layout plan of the land Gut No.126, 127 and 128 was sanctioned by CIDCO, at the request of Sara Towers Pvt Ltd vide letter dated 29.3.2007 bearing outward no. CIDCO/SP(NT)/BP/WLJ/529. In this revised layout Plot Nos. 91 to 149 admeasuring 8816.015 Sq Mt were Service Industry Plots as per the existing policy at relevant time. Thereafter Sara Towers Pvt Ltd divided the land into three parts as PART-A, PART-B, and PART-C for the Mega Housing Project, which came to be sanctioned by the CIDCO by issuing commencement certificate dated 30.4.2010 bearing outward no. CIDCO/SP(NT)BP/WLJ/1607.

C. CONVERSION OF SERVICE INDUSTRY PLOTS INTO RESIDENTIAL PLOTS: Government of Maharashtra vide its decision dated 19.11.2010 bearing no.TPS-3009/609/Pra Kramak 163/2009/Navi-30 converted use of the land admeasuring 1.976 HA from Gut No.126, 127 and 128 into residential from Service Industrial

D. In view of the Government Decision dated 19.11.2010, M/s Sanmati Associates and M/s Sara Towers Pvt Ltd applied jointly for revised layout permission for land admeasuring 19235.831 Sq mt from Gut No.127/P on 11.5.2011, which came to be sanctioned by CIDCO vide letter bearing no. CIDCO/ ATPO/ BP/ AUR (WLJ) 2021(LP)51 dated 9.4.2021, under which 51 plots, Green Belt, Amenity Plot and open space are sanctioned.

REGISTRATION & APPOINTMENT OF ENGINERR:

Whereas, the Promoter has/have registered the said layout scheme by the name Sanmati Riveria with Maha Rera Authority Mumbai under registration No_____ dated _____ and Promoter has also entered into agreement with the Engineer Amol Kshirsagar, for availing his professional services.

INSPECTION OF DOCUMENTS BY THE ALLOTTEE

Whereas promoter has provided all the sale deeds, layout permission, No objection Certificate and Sale permissions and mutation entries, whose reference has been taken herein above, and after perusing all the documents and satisfying himself/herself, allottee has decided to purchase the plot no.____ admeasuring_____Sq Mt, from Gut No.127/P of village Tisgaon, CIDCO Waluj Mahanagar -II, Aurangabad. The plot is from the final layout approved by Addl.Town Planning

Officer, CIDCO Waluj Mahanagar Aurangabad which is informed vide letter bearing No. CIDCO/ATPO/BP/AUR(WLJ)2021l(LP)51 on 9.4.2021 and on today's date parties have decided to execute the agreement to sale for recording the agreed terms and conditions between themselves i.e promoter and allottee.

CONSENTING PARTY

Whereas, both -Sara Towers Pvt Ltd and M/s Sanmati Associates have applied jointly for revised development permission in the form of final layout permission for plotted development over the land admeasuring 19235.831 Sq Mt of Gut No.127/P, Tisgaon, CIDCO Waluj Mahanagar-II and same has been approved by Addl.Town Planning Officer, CIDCO Waluj Mahanagar Aurangabad & which is informed vide letter no.CIDCO/ATPO/BP/AUR(WLJ)/2021(LP)/51 dated 9.4.2021, thus Sara Towers Pvt Ltd do hereby give no objection by giving consent to present transaction as they are not concern with the said land any more due to the fact that it has already given right to use, enjoy & develop the land to promoter and said fact has been confirmed by the consenting party by way of board resolution dated _____, under which power to give consent to agreements & sale deed to be executed by the promoter in favor of allottee is give to Mr _____ for and on behalf of the consenting party.

NOW THIS AGREEMENT TO SALE WITNESSES AS UNDER:

1. **AGREEMENT TO SALE AND CONSIDERATION:** The promoter subject to other terms and conditions herein stated, have agreed to sale free from encumbrances, the plot no.___ admeasuring ____ Sq Mt , which is more particularly described in schedule-I hereunder, from Gut No.127/P of Village Tisgaon, CIDCO Waluj Mahanagar-II, Tq & District Aurangabad, unto and in favour of Allottee herein, for and at the lump sum consideration of Rs _____(IN WORDS_____), payable to the promoter by allottee, and allottee also agreed to purchase the same for the said consideration amount.

2. **PAYMENT SCHEDULE:** The Promoter and Allottee has agreed to receive and pay respectively, the total consideration amount as per the following schedule, after deduction of TDS, if any.

Sr No.	Amount (RS)	Date (On or before)
1		
2		
3		
4		
5		(At

		time of Possession & Execution of Registered Sale Deed)
TOTAL		

3. **DELAY PAYMENT AND TERMINATION:** Time schedule for payment of the amount, shall be the essence of the agreement, and in the event of default in payment of the amount by the allottee to promoter, promoter shall be entitled to claim and get interest at the rate of 18% per annum, from the day it become payable till the date of realization, without prejudce to the right to terminate this agreement by giving 30 days notice for paying the amount due along with the interest. In the event this agreement is terminated by either of the party for whatsoever reason, the promoter shall refund the amount received from the allottee without any interest, except the booking amount of amount Rs 50,000/- which shall be deducted towards administrative expenses, however the promoter shall not refund any amount until cancellation deed is executed by the allottee.

4. **POSSESSION & EXECUTION OF SALE DEED:** The Promoter shall give the possession to the Allottee & Execute Sale Deed on _____ subject to receipt of total consideration amount & Tax amount.

5. **NO RIGHT OVER THE AMENITY PLOT AND GREEN BELT AREA:** The allotte and/or Co-operative Society shall have no right of any kind over the amenity plot and green belt area, the promoter reserves its right to use & dispose the said land to any person as promoter think fit and same is agreed by the allottee also.

6. **CO-OPERATIVE SOCIETY:** The plots which are being sold out to the respective allottee are capable of independent use. Construction over the said plot/s can be carried out by the respective allottee independently subject to common use of drainage line, septic tank, street light, lawn & stage, thus co-operative housing society can be formed by the promoter for maintenance purpose, however the cost of formation of co-operative society shall be paid in advance by the all allottee which shall be Rs 10,000/- per allottee.

7. **STAMP DUTY, REGISTRATION CHARGES AND LEGAL CHARGES:** The Allottee shall be liable to bear charges towards Stamp Duty, registration charges and legal expenses for drafts and other expenses required for registration of this document and sale deed.

8. **OCCUPANCY/FINAL LAYOUT APPROVAL:** The Promoter has executed the layout work as per the terms and conditions imposed by CIDCO and demarcated the plots on the land Gut No.127/P Tisgaon, CIDCO Waluj Mahanagar-II and received the final layout approval from Addl.Town Planning Officer, CIDCO Waluj Mahanagar Aurangabad vide letter No.CIDCO/ATPO/BP/AUR/(WLJ)2021(LP) dated 9.4.2021

9. **REPRESENTATION BY PROMOTER:**

a) The Promoter has clear and marketable title with respect to the project land, and has requisite right to carry out development upon the project land and also has actual and legal possession of the project land.

b) The promoter has lawful right and requisite approval from the CIDCO for carving out the layout of the land and accordingly it is carved out.

c) The promoter has right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby right, title and interest of the allottee created herein, may physically be affected.

d) The promoter has not entered into any agreement with any person in respect of the said plot allotted to allotee under this agreement.

e) There is no any litigation pending before any court of law with respect to the project land.

f) All government dues and taxes have been paid up till dated and same will be paid till date of handing over of possession to the allottee and thereafter same shall be paid by the allottee.

g) The promoter shall not provide any electricity connection, electric meter, water connection, water supply to the allottee, same be availed/taken by the allottee by his/her own at his cost and expenses.

h) It shall be the duty of the allottee to apply for mutation entry for mutating his/her name over the plot area, at his cost and expenses.

i) The promoter has erected street light polls & connection of electricity is also given to said polls, promoter has also provided common drainage line with common septic tank, & has developed lawn with stage, the maintenance of all this along with internal roads of layout shall be the duty of the allottee along with other allottee or of society/association. Promoter shall not be responsible for its maintenance once sale deed is executed, irrespective of number of plots sold or not by the promoter.

10. **DECLARATION & OBLIGATION ON THE ALLOTTEE:**

a) The Allottee/ Purchaser has examined all relevant documents, such as 7/12 extracts, mutation entries,

layout sanctioned by the CIDCO-Town Planning Authority and non-agricultural permission, title report issued by the advocate for Promoter.

b) The Allottee has understood the entire layout development on the land of the promoter and hereby declare that he/she and cooperative society shall not have any right over the amenity plot and green belt area.

c) The allottee should maintain the decorum and shall not disturb the other allottee, further no garbage shall be thrown on the street or any common space.

d) While undertaking construction over the plot, the construction material should not be staked on road or road side.

e) The allottee shall time to time contribute towards common maintenance expenses as decided in meeting of allottees or by Co-operative Society.

11. **IMPOSITION OF NEW TAX:** If at any time, as a reason of execution of this Agreement, any tax or cess by whatever name called is imposed or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be put in force, either by the central or the state government or by the local authority, in respect of the Plot or this instrument or the transaction herein, shall exclusively be paid/ borne by the Allottee, and in the event being constrained to bear such levies, the Allottee shall forthwith reimburse the same to the Promoter. There shall always be a charge of such amount on the Plot till receipt of the amount of such levy constrained to be borne and paid by the Promoter from the Allottee.

12. **GOVERNING LAW-REAL ESTATE (REGULATION & DEVELOPMENT ACT)**: Parties shall be governed by the provisions of real estate (Regulation and Development) Act, 2016 (RERA)

SCHEDULE-I

DESCRIPTION OF THE SUBJECT PLOT

Plot No.___ admeasuring ____ Sq Mt, in the Scheme Known as Sanmati Riveria situated in Gut No.127/P of village Tisgon, CIDCO Waluj Mahanagar-II, Tq & District: Aurangabad, circumscribed within following boundaries:

TOWARDS NORTH:
TOWARDS SOUTH:
TOWARDS EAST:
TOWARDS WEST:

IN WITNESS THEREOF PARTIES HAVE SIGNED ON THE DATE ABOVE MENTIONED.

PROMOTER	**SIGNATURE**
M/s Sanmati Associates Through Partner Mr _____ Through GPA Mr_____	
ALLOTTEE	
CONSENTING PARTY **Sara Towers Pvt Ltd** Through its Authorized Officer, Mr_____	
WITNESS No.1	
WITNESS No.2	