

AGREEMENT TO SALE

Govt. Valuation is Rs.	
Actual consideration is Rs.	

INDENTURE OF THIS AGREEMENT TO SALE OF FLAT NO. ____
ON ____ FLOOR CONSTRUCTED IN BUILDING KNOWN AS
" _____ " IS MADE AND EXECUTED AT
BEARING CTS NO.15479, MADE AT AURANGABAD. THE SAID
FLAT NO. ____ AT " _____ " SHASTRI NAGAR,
GARKHEDA PARISAR, AURANGABAD, AGREEMENT TO SALE OF
FLAT NO. ____ IS REGISTERED WITH SUB-REGISTRAR
AURANGABAD ON ____ DAY OF _____ 2021.

BY

i) M/s. Madhushilp developers LLP, PAN No. _____,

Through its partner,

Mr. Ajay Bhagwanrao Mahajan

Age : ____ years, Occ : Developer

R/o : Plot No. F-25, Shivaji Nagar,

Aurangabad, UID No. 602326814266.

ii) Mr. Amit Vikas Mahajan

Age : 26 years, Occ : Business

R/o : Shriniwas C1-3/23/2 12th Scheme,

Shivajinagar, Aurangabad,

PAN No. BVEPM3507Q

iii) Mr. Ravi Madhukarrao Naladkar

Age : 55 years, Occ : Business

R/o : 19 Shastrinagar Near

Jawahar Colony, Aurangabad,

iv) Mr. Tushar Surendra Kulkarni

Age : 26 years, Occ : Business

R/o : Plot No. 15 Ulkanagari,

Jawahar Colony, Aurangabad,

PAN No. BNYTK7160B

HEREINAFTER Referred to as Builders/developers (which expression shall mean & include all their partners, successors, executors, signing authority, GPA holder, assignees.) **AND PARTY OF THE FIRST PART.**

AND

Mr. _____

Age : Occ: _____

R/o. _____

Pan No. _____ Pin Code No. _____

HEREINAFTER Referred to as **Purchaser/Executree** (which expression shall mean & include his/her successors, executors, singing authority, nominees, legal heirs assignees.) **AND PARTY OF THE SECOND PART**

1. THAT, Land bearing CTS No. 15479, situated at Garkheda Parisar, Aurangabad. The said land allotted by the Collector Aurangabad to Shastri Nagar Housing society ltd, Garkheda Parisar, Aurangabad.
2. THAT, on the basis of allotment letter name of the society and allotted land entered in P.R. Card in the year 1972. That, in the revenue record the said land classified as II, as holder of the acquired land.
3. THAT, Shastri Nagar Co-op. housing society had obtained N.A. Permission of the above mentioned land from the Collector office, Aurangabad, under provisions of Maharashtra Land Revenue code, 1966 U/s. 44, vide permission no. RB/desk-2/N.A.A/C.R./3274, dated 29/11/1979.
4. THAT, Society had obtained Layout permission of the aforesaid land from Town planner Aurangabad, from Town Planner Municipal Council, Aurangabad on 17/08/1967, vide permission no. ABD/HSG/151.
5. THAT, society had allotted approved layout plots to its members and Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. allotted to Kamlakar Raghunath Kulkarni. That, on the basis of " " allotment letter no. 129 dated 10/02/1971 name of the allottee

in load bearing structure admeasuring 92.93 sq. mtr. sold to Bhimashankar Somnath Warad with consent of the society by virtue of sale deed executed on 03/06/1997, vide registration no. 1984, on the basis of sale deed name of the purchaser entered in City Survey Record, vide mutation entry no. 1555, as owner of the aforesaid plot.

7. THAT, Bhimashankar Somnath Warad expired on 11/01/1998 and after his death his wife, one son and daughter have filed application for heirship certificate before joint civil judge, Aurangabad, Vide N.A.R.J.I. No. 224/98 and honorable judge has issued heirship certificate in favour of the legal heirs on 19/11/1998. On the basis of heirship certificate name of the legal heirs entered in P.R. Card on 15/12/2000, as owners of the above mentioned property. The society also enroll membership of the wife of the demise member on 01/06/1997, outward no. Shan/6.

8. THAT, Daughter of the demise owner Shalini Bhimashankar Warad after marriage name Shalini Ravindra Bhalake released her claim and right of Plot No. 15, CTS No. 15479, to the extent of her shares in favour of her mother Smt. Annapuran Bhimashankar Warad and brother Amol Bhimashankar Warad by virtue of release deed executed on 05/03/2019, vide registration no. 1045-2019.

9. THAT, in the City Survey Record, society record, Municipal Corporation Record Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. is shown in the name of Smt. Annapurna Bhimashankar Warad and her one son.

10. WHEREAS the owner of the plot and developer executed development agreement on 12/11/2020 vide reg no. 6173/2020.

11. WHEREAS, The developer obtained Building permission of complex from Municipal Corporation Aurangabad and developer executed deed of declaration name of the complex is registered as _____. is registered with Sub-Registrar Aurangabad on ____/____/2021 vide Reg. No. _____. Altogether 10 units.

12. WHEREAS the developer has under take they have not obtained project loan from any bank for construction. The developer also undertake the scheduled Property including the buildings not mortgaged to any bank.

13. WHEREAS, the Proprietor hereby declare registered under the Maharashtra RERA Act, 2016 U/sec. 3 (i). Vide Reg. No. _____. Dated ____/07/2021.

14. WHEREAS, the Proprietor hereby declare construction of the complex is already started and it will be completed within ____ months.

15. WHEREAS, Mr. _____ has approached to the developer and expressed his intention to purchase FLAT No. _____ admeasuring _____ sq. mtrs. The developer also desire to sale FLAT No. _____ to the purchaser and both the parties have negotiated and consideration of the FLAT No.

_____ finalised for the total amount of Rs. _____/-(In Words Rupees _____ Only).

16. WHEREAS, developer provided all relevant documents to the purchasers. The purchaser has verified all the details of the purchased Property and after his full satisfaction signed this agreement to sale as party of the second part.

17. WHEREAS, Developer hereby assured the purchaser that, FLAT is having clear title and it is free from dispute, litigation, liabilities, charges.

18. WHEREAS, the FLAT purchaser has agreed to pay full and final payment to the Developer as per payment stage against consideration of FLAT No. _____ as per details given hereunder:

Sr. No.	Particular	Percentage
01	At the time of booking/allotment	
02	completion of ground floor Slab	
03	completion of slab	
05	completion of brick work	
06	completion of plaster	
07	Completion of finishing work.	
08	at the time of sale deed/ possession	
Total		100%

19. WHEREAS the FLAT purchaser has agreed to pay full and final payment to the Developer toward consideration of the FLAT No. _____ as per detailed described hereunder :

Sr. No.	Date	Cheque No.	Bank Name	Amount
Total (Rs. _____ Only)				

20. WHEREAS After receipts of the advance, part payment from the FLAT purchaser or after entered into agreement to sale with FLAT purchaser. If FLAT purchaser failure to pay his/her instalment an according to the payment stage as per above schedule of this agreement to sale or as per committed in this agreement to sale. In this circumstances the Developer are entitle to charge 10% interest from the defaulter on late days, on the balance amount to be received from the FLAT purchaser.

21. WHEREAS If FLAT purchaser failure to pay total amount to the Proprietor of Developer as per commitment of Agreement to Sale or within 90 days from the date of first notice. Then validity of this agreement to sale shall be stand as null & void.

22. WHEREAS, after registration of agreement to sale of FLAT No. ____ Due to any natural calamity by Act of God, natural calamity like earthquake, fire, flood or any emergency, building material ban by the local/state/central authority which will be beyond control of the Developer. In this circumstances, the

Developer will not responsible to complete the project within time limit as per committed in the agreement.

23. WHEREAS the FLAT purchaser is responsible to pay stamp duty, registration fees and legal charges of this agreement to sale and sale deed. And to pay local body fees, State Govt. Fees & Central Govt. Fees, local body taxes like GST or any other tax or charges as per law.

24. WHEREAS after allotment of the FLAT purchaser will be responsible to take insurance and pay further premium of the insurance from the date of the sale deed pertaining to the purchase FLAT.

25. WHEREAS After completion of the building in all respect & after receipt of the full & final payment from the FLAT purchaser, the Developer have agreed delivered possession of FLAT No. _____ on _____ Floor admeasuring _____ sq. mtrs. Carpet, along with Proportionate area of the plot is equivalent carpet area of FLAT.

26. WHEREAS After completion & after receipt of the full & final payment from the FLAT purchaser, the Proprietor of Developer have agreed to execute sale deed of FLAT No. _____ in favour of the purchaser.

27. WHEREAS, the FLAT purchaser shall share equal right in the common facilities, common premises Within the boundary, Each FLAT constituting heritable and transferable immovable right in the schedule Property.

28. WHEREAS FLAT purchaser shall be use and enjoy the possession of FLAT No. _____ for peaceful residential purpose only.

29. WHEREAS The FLAT purchaser shall be strictly restricted for hammering, digging, drilling, knocking or breaking a common wall above and below flooring of the FLAT or units between two blocks. The FLAT purchaser strictly restricted not to encroach or construct additional construction on open margin of the building. That, any type of nuisance will create by any occupiers, FLAT purchaser, tenants/using in the same apartments, the managing committee has right to take action against the person and charge the penalty. That general and restricted common areas & facilities shall remain undivided & no occupier shall bring any action for partition or division thereof.

i) Open Margin Area of the building, passage, stair case, margin space of the building, parking shall keep free for entrance or use for the occupiers, owners, tenants or possessors.

ii) That, water connection shall be common used and utilize for the common purpose. That, from ground floor storage tank, water shall be lifted to the top floor water tanks and from their provided to the all FLAT purchaser, subject to condition they should contribute expenses for water charges and electricity bill.

iii) That each FLAT purchaser is responsible to obtained meter and electrical connection from his/her contribution. That expenses DP

Charges, Service line and installation charges shall be born by the individual FLAT purchaser.

30. WHEREAS, Developer have provided all necessary documents to the FLAT purchasers defined in the Maharashtra RERA Act, 2016 U/s. 19 sub-section 1 to 11.

THIS AGREEMENT TO SALE WITNESSES & IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

i) The FLAT purchaser not to do or permit to be done any act or thing, which may render void or voidable any insurance of the said building in which the said FLAT is situated or any part thereof or any increase premium shall become payable in respect of the insurance.

iv) The FLAT purchaser herein shall observe, abide & perform all rules & regulations, which society or association of apartment owners may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building & the said FLAT therein & for observance & performance of the building, rules & regulations.

v) That, the draft of this agreement to sale provided to the FLAT purchaser in advance, to read it, translated in their mother tongue & after their satisfaction entered into this agreement to sale.

THAT RECITALS MENTIONED HEREIN ABOVE ARE CORRECT AND NOTHING IS FALSE :

Schedule of the Property - I

Plot bearing CTS No. 15479, admeasuring 335.4 sq. mtr., situated at Shastri Nagar, Garkheda parisar, Aurangabad.

Boundaries :-

EAST	: 30 ft. wide road
WEST:	: CTS No. 15478
NORTH	: CTS No. 15480
SOUTH	: CTS No. 15475

Schedule II of FLAT

That, FLAT No. _____ on Floor _____ admeasuring _____ sq. mtrs. carpet, _____ sq. mtrs. constructed in " _____ " situated at Shastri Nagar, Garkheda parisar, Aurangabad.

Boundaries of FLAT

East	-
West	-

IN WITNESSES WHERE OF THE PARTIES HERE TO HAVE UNTO SET AND
DESCRIBED THEIR RESPECTIVE HANDS AND SEAL ON ____th **DAY OF** ____
20__.

M/s. Madhushilp developers LLP,
Through its partner,
Mr. Ajay Bhagwanrao Mahajan
Builders & Developer / Sellers
(PARTY OF THE FIRST PART)

Mr. / Mrs. _____
(Purchaser/Executee)
PARTY OF THE SECOND PART

WITNESSES :-

1) Mr. _____
Age :- ____ Years, Occu.:- _____
R/o. _____

2) Mr. _____
Age :- ____ Years, Occu.:- _____
R/o. _____
