AGREEMENT TO SALE

Zone No. .....
Rate:- Rs. ...../- per Sq. Mts..

Agreement to sale of **Flat No. 01** in **"PRISHA SQUARE"**, constructed at Plot No. **15** Gut No. **13** situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. Aurangabad. Govt. Valuation ...../- & Real consideration is **Rs. ...../- (Rupees ..... Only)**, which is higher.

This Agreement to Sale of Flat is made and executed at Aurangabad on this ..... day of .....2022.

BETWEEN

Ganraj Builders and Developers Through Proprietor
Mr. Nandkishor Bhimrao Chavan
Age 34 years, Occ.: Business,
R/o. Flat No. F-1/9, Kasliwal Purva,
Opp. Airport, Chikalthana, Aurangabad.

(Hereinafter referred to as 'The **Developer/Builder/Vendor/ Owner**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors or administrators.)

..... **of the First Part**

AND

Mr. .....
Age- ..... years, Occ. – .....
R/o. .....
Pan No. .....

(Hereinafter referred to as **"The Purchaser/Vendee"** which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors or administrators.)

..... **of the Second Part**

1. **AND WHEREAS**, the **Developer/Builder/Vendor/Owner"** purchased said property under registered sale deed no. 7929/2021 dated 11/11/2021. The competent revenue authority sanctioned mutation entry in favour of the Owner.

2. **AND WHEREAS**, the M/s Omicron Construction decided to convert the above property into Non-Agricultural for residential purpose and apply for NA order U/s 44 of the Maharashtra Land Revenue Code 1966 and applied for the same. Subsequently, The Collector Aurangabad passed the No-44 (Resi) order vide No. Ja.Kar-2013/MASHAKA/JAMIN-1/NAP-34/MAUJE-Fattepur, Tq.AURANGABAD/Par.Kar.319 dated 01.03.2014.

3. **AND WHEREAS** The Owners obtained the Final Layout permission No. CIDCO/TPO/AFA-FLP/2014/150 dated 11/03/2014 on Gut No. 13(Pt.) in the name of Omicron Constructions Through Partner Manish R. Agrawal and others from Town Planning Officer Aurangabad Fringe Area, CIDCO New Aurangabad and the copy of the layout permission is annexed hereto.

4. **AND WHEREAS** The Owners obtained the औरंगाबाद झालर क्षेत्र प्रकल्प-भूखंड विक्रीकरिता नाहरकत प्रमाणपत्र क्र. सिडको/नियोजन/औ.झा.क्षे./भू.वि.ना.ह.प्र./2015/262 दि. 10/12/2015 on Gut No. 13 in the name of ओमीक्रॉन कन्स्ट्रक्शन तर्फे भागीदार श्री. मनीष आर. अग्रवाल from वरिष्ठ नियोजनकार (न.श.) सिडको, नवीन औरंगाबाद and thecopy of the layout permission is annexed hereto.

5. **AND WHEREAS** The Owners obtained the Completion certificate for providing physical infrastructure works (internal) like roads, Water supply lines, Sewer lines and Street lights for Residential permission No. CIDCO/EE (AUR)/2014/2120 dated 21/04/2014 on Gut No. 13(Pt.) in the name of Omicron Constructions Through Partner Manish R. Agrawal from Executive Engineer (AUR) CIDCO New Aurangabad and the copy of the layout permission is annexed hereto.

6. **AND WHEREAS** the Owner, namely Omicron Constructions have in the meanwhile, applied to the Registrar of Firms to change the name from "Omicron Constructions" to "Victory Enterprises" and same was approved by the Assistant Registrar of Firms on Dt: 09.07.2019. Hence this Sale Deed is executed under the name of " Victory Enterprises" which is formerly " Omicron Constructions". There is no other change in the constitution of thefirm.

7. AND WHEREAS That the Owner have constructed on the parcel of land described above a building known as " **PRISHA SQUARE**" and in no case they said name will be changed according to the plans attached hereto which were approved by the permission No. CIDCO/TPO/AFA(BP)/2021/121 dated 03/11/2021 Sanctioned Construction permission of Plot No. **15**, Gut No. **13** total proposed Built-up Area 600.37 Sq Mtrs. therein and which are made a part thereof.

8. **AND WHEREAS, that the previous owner namely Victory Enterprises got building construction permission from cidco office but later on the said owner sale this property with building permission in favour of the present owner namely Mr. Nandkishor Bhimrao Chavan by registered sale deed no. 7929/2021 dated 11/11/2021.**

9. AND WHEREAS, the project, which is to be constructed on, said plot should be known as " **PRISHA SQUARE**" and in no case they said name will be changed.

10. WHEREAS, the purchaser has gone through all the above referred documents and thereafter requested the Owner for allotment of Flat No **01** to them and according the owner also Agreement to sale the flat admeasuring Carpet Area **41.20 Sq.Mtrs.** built-up area **45.30 Sq.Mtr.** & land share area **27.50 Sq.mtrs** of the said flat specifically described under in schedule- B

11. THAT the Owner sale the Flat No **01** to the Flat Purchaser for the total consideration of Rs. ...../- **(Rupees ..... Only)** registry and MSEB Meter GST Charges, Society Formation, Maintenance, Stamp Duty, Registration Charges, borne by the Flat Purchaser only. The Flat Purchaser has paid the earnest amount of Rs. ...../- **(Rupees .....)** to the Owner/ Builder/ Developer as under –

    1.
    2.
    3.

    Remaining Amount Rs. ...../- **(Rupees ..... Only)** will be paid after obtained Loan facility from the bank & Final Sale Deed will be done.

12. That the owner hereby undertake Flat that under sale is free from all types of encumbrances and owner did not obtain any loan on the said property from any government, semi government or any financial institution or from the private person.

13. Flat purchaser should be use residential purpose only not for commercial use.

14. That, the construction of Flat May be in accordance with the approved plan of CIDCO but however the Owner shall be entitled to make any modification in the said plan as deemed necessary just and proper for construction of building but however if there is any change in respect of the Flat under sale the owner will no need to take any written permission from the purchaser.

15. THAT, the construction of Flat is in standard quality material however, the specification of the material to be used for the construction of building any particularly that Flat under sale and amenities to be provided for the Flats under sale given in annexure' C' here in after.

16. That, the Flat (09), shall be governed by the provision of Maharashtra Apartment Ownership Act all terms and conditions mentioned in deed of declaration referred above.

17. That the Flat purchaser will have to be the member of association and he will have to pay regularly subscription of the association. The Flat purchaser will also liable to pay his share in the common expenses on account of maintenance of the Flat as a whole common space passage, staircase their sweeping cleaning and lighting.

18. That, from the date of sale deed (possession) of Flat the Flat purchaser will be bound to pay all the Cidco taxes and other taxes attributable to the Flat purchaser by him whether assessed separately or not.

19. That the owner will not bounded to provided independent and separate meter and common meter and electrical connection to the Flat under Sale. All expenses regarding MSEB will be paid by the Purchaser only.

20. That, the purchaser shall also be liable to pay all the expenses required for execution and registration. But however the owner will be bound-to take all the steps for the formation of late association and all the expenses in respect of the formation of the association will be borne by the Member of the said association.

21. That the purchasers shall not cause any structural change in the Flat purchased by him/her at any time out however he/she will be at liberty to have interior decoration furniture, fixture etc. as described by him/her at his own costs.

22. That, the construction of un its and particularly the Flat under sale will be strictly in accordance with the specification given in annexure 'c' however, if the Flat purchasers desires to have any change in the material to be used for change in amenities will have to pay the extra charges for the same be determined by the owner as per the market value.

23. That, the advertisement and name plates shall be fixed as per the direction of the association of the said Flat in such fashion that no obstruction or nuisance will be caused to other purchasers.

24. The purchasers shall use and occupy the Flat in Such a fashion that it will not cause any disturbance, or obstruction to the other occupiers of the Flat.

25. That, the purchasers after taking possession of Flat shall not cause shock thereby causing any damage to the flat as a whole and Rcc frame work of the flat or any wall (common) drainage line, water etc.

SCHEDULE-A

(Description of plot)

All that piece of parcel of Plot situated within the Registration Division, Aurangabad, Sub-Division and Taluka Aurangabad property bearing Plot No. **15** admeasuring **268.022 Sq.Mtrs.** on Gut No. **13** situated at **Sector 31-Phase-II** village **Fattepur**, Tal. & Dist. Aurangabad which is bounded as under

East	-	9.00 Mtrs Wide Road.
West	-	Plot No. 14.
South	-	Gut No. 25.
North	-	Plot No. 18 to 21.

SCHEDULE-B

(Description of Flat under Agreement " PRISHA SQUARE",)

All that part and parcel of **Flat No. 01**, having **RERA carpet area of Flat No. 01 is 41.20 Sq. Mtr. and B/up Area 45.30 Sq Mtr. & land share area 27.50 Sq.mtrs As per Declaration Deed** in " **PRISHA SQUARE"**, constructed on the property described in Schedule-A, and Bounded by:

East	:	.....
West	:	.....
South	:	.....
North	:	.....

WITNESS WHERE of the parties here to set and subscribe their signature on day date mentioned herein above.

Developer/Builder/Vendor/ Owner'
Ganraj Builders and Developers Through Proprietor

Mr. Nandkishor Bhimrao Chavan

Purchaser/Vendee

.....

IN PRESENCE OF :

1)

2)

Annexure: C

General Specification:

1. The building will be R.C.C. frame structure.
2. All external walls be 6" thick wall.
3. Internal walls shall be 4" thick walls.
4. Internal plaster shall be neeru finish.
5. External plaster shall be sand faced.

Flooring:

1. Hall marbonite and all rooms with marbonite tiles.
2. Glazed tiles will be provided in bathroom up to slab-height

Sanitary & Plumbing:

1. Conceal G.I. fitting with drinking water connection.
2. Wash basins will be provided at appropriate place.
3. Mixer in bathroom will be provided.

Electrification:

1. Consilled wiring with 3points in each rooms and power point in kitchen and bathroom.

Door Frams :

1. All frames and Main door also should be teakwood & Internal doors should be R.C.C frame and Flush door.

Windows:

1. Internal windows should be aluminum powder coated & External windows should M.S. Grill.

Kitchen Qtta :

1. Kadappa Kitchen otta of 2X10 ft width with marbel top dado tiles above otta steel sink 18" x 22" shall be provided in each kitchen.

Painting:

1. All doors shall be Laminated ISI Marked and Internal wall shall be painted with Oil bond Distemper and external face of wall the building will be painted with cement paint.

Do's and Dont's:

1. Changes which may affect the external faces of the building shall not be permissible.
2. Internal chagnes (within the limits of the individual House purchased) shall be allowed at extra cost, which had to be paid in advance.

Note:

1. Probaly minor changes will be done according to Municipal Corporation/CIDCO.
2. Cost flat does not include M.S.E.B. & Registry charges.