

Zone No._____

Rate: RS._____ **/- Sq. Mtr.**

VALUATION – RS._____ **/-**

STAMP DUTY PAID ON – RS._____ **/-**

AGREEMENT TO SALE

Agreement of sale of Row-House No C-1/10 in Land Gut no 21 (Part), of **Radha Krushna Villa**, 2nd Phase, admeasuring **72.90 Sq. Mtr of built up area** and carpet area **62.56 sq. mtrs** Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad on land admeasuring 2 Acres(80 R).

This agreement to sale is executed today on ___th day of January 2022 at Aurangabad,

BETWEEN

1. Mr. Mushtaq Ali Khan S/o Aref Khan
Aged about 60 yrs, Occ:Business/ Agriculturist
R/o 5-1-62, Mill Corner, Kotwalpura,
Aurangabad, At Present in Riyadh, Saudi Arabia.

Through his power of Attorney

Mrs. Shagufta w/o Mushtaq Ali Khan
Aged about 55 yrs, Occ: Business/ Agriculturist
R/o 5-1-62, Mill Corner, Kotwalpura.

(Hereinafter called the **Owner**, which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns)

AND

M/s Sainaath Builders and Developers
Through its Partner,
PAN NO ABRFS9802N
Mr. AnandKumar S/o Ramchandra Dugar,
Age about 46 yrs, Occ; Business/Agriculture,
R/o: Flat no 7, Geet Towers, Surana Nagar,
Jalna Road, Aurangabad.

2. Mr. Dilip S/o Ramjiprasad Chourasia
Aged about 41 yrs, Occ: Business,
R/o: Flat no 7, Plot no 344/345, E Sector,
N-1 CIDCO Aurangabad.

2. Shri Arun S/o Tukaram Dahihande

Aged about 32 yrs, Occ: Business

R/o: House no 5/16/1501, Kamgar Colony,

Chikalthana, Aurangabad.

(Hereinafter called the **Developer/Executants**, which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) of the **First Part**

INFAVOUR OF

1. Shri Balu Shivajirao Kavachat

Aged About 35 Yrs, Occ: Service,

R/O Row House no 14, sainath villa,

Phase 1, Gut no 46 Sunderwadi

Aurangabad

PAN NO CCEPK0323A

2. Sau Janabai Balu Kavachat

Aged About 27 Yrs, Occ: House Wife,

R/O Row House no 14, sainath villa,

Phase 1, Gut no 46 Sunderwadi

Aurangabad

PAN NO FRNPK8743M

(Hereinafter called as **ALLOTTEE/PURCHASER** which expression shall mean and include all **his/her/their** heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS the Property bearing land admeasuring 2 Acres (80 R) out of the total land admeasuring 1 H 1 R situated at Land Gut no 21, Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad and said property described in Schedule A here in under is owned and possessed by owners namely Mr. Mushtaq Ali Khan S/o Aref Khan.

AND WHEREAS, the owners/grantors decided to develop the below mentioned property and accordingly they executed a Development agreement in favour of the Developer duly registered before the Sub Registrar Aurangabad and Bearing Document no 2021/2013 dated 13.3.2013.

AND WHEREAS the Owner has executed a Power of Attorney in favour of the Developer for doing the day to work of the project like obtaining the commencement certificate and doing all other ministerial work. The said GPA was executed by the owner duly registered before the Sub Registrar Aurangabad and Bearing Document no 2023/2013 dated 13.3.2013.

AND WHEREAS The Developer thereafter in view of the GPA executed by the owner duly registered before the Sub Registrar Aurangabad and Bearing Document no 2023/2013 dated 13.3.2013 applied for NA order and the lay out order and same is granted wide order dated 27.12.2018 ward wide order no Outward no 2018/Jama2/NA-Pari-B-Sanad/Proceeding no-36 and CIDCO/TPO/AFA(BP-GH)/2019/112 dated 12.2.2019 respectively.

AND WHEREAS thereafter the Developer applied for the commencement certificate from the competent authority and same is granted wide order dated 12.2.2019 bearing order no CIDCO/TPO/AFA(BP-GH)/2019/112.

AND WHEREAS since the owner is residing at Saudi-Arabia and therefore he is not in position to come and execute the document on his behalf and therefore he has a executed a power of attorney in favour of his wife namely Mrs. Shagufta W/o Mustaq Ali Khan. Said GPA is duly executed in the office of Sub Registrar and same is bearing no 2023/2013 dated 13.3.2013.

AND WHEREAS thereafter the Developer has executed a Declaration deed by name **Radha Krushna Villa** 2ND Phase as contemplated under the Ownership Flats and Apartments Laws in Maharashtra bearing day book no 1769/2019 dated 15.4.2019 duly executed in the office of Sub Registrar Aurangabad. The Project Consist of three Building Known as Wing A1 and A2 consisting of 16 Flats each and third Building known as Wing B1 consisting of 32 Flats. The said building consists of a four floors (excluding ground floor). The Building consists 3 flat apartments building constructed on upper Four floors and 32 Row houses consisting of two Rows of 16 row Houses each known as C1 and C2. All the Apartments are for residential purposes and all are capable of individual utilization on account of having their own exit to a common area and facilities of the Building and the Apartments will be sold to one or more owners. Each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable immoveable property title within the meaning of any law for the time being in force in the State (hereinafter referred to as "family unit") and also an

undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as “general and/or restricted common areas and facilities”, all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS, the Developer entered in to standard agreement with the architect registered with counsel of Architect and such agreement is as per the agreement prescribed by the counsel of Architect.

AND WHEREAS the Promoter appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney / the Vendor has sole and exclusive right to sell the Property to be constructed on the project land and to enter into Agreement/s with the allottee (s)/s to receive the sale consideration in respect thereof;

AND WHEREAS Title Report (which showing the title flow and encumbrances if any, to or upon the said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE-A** and the copy of 7/12 in respect of the said Property and **ANNEXURE-B** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/Purchaser herein and the same shall be read with this Agreement;

AND WHEREAS the authenticated copies of the construction plan of the Radha Krushna Villa site are annexure C.

AND WHEREAS the copy of the plan of Apartment/ Bungalow under sale is annexed hereto and marked as **Annexure “D”**

AND WHEREAS the promoter has obtained all necessary approvals from the concerned local authorities to the plan, specification, elevations, sections and of the said building and shall obtain the balance approval from various authorities from time to time so as to obtain occupancy certificate of the said building.

AND WHEREAS, purchaser has gone through all the above referred documents and detail contents of the same and also the construction plan, layout plan and plan of the apartment/Bungalow and being totally satisfied with the same

requested the Builder to allot the **Row House no C-1/10**, having Built-up area **72.90 Sq. Mtr.** And carpet area **62.56 sq. mtrs** at “Radha Krushna Villa” 2ND Phase site, and which is specifically described in Schedule-B hereunder and the Developer/Builder/owner also agreed for the same on the following terms and conditions.

1) That, the Builder agreed to sale the **Row House no C-1/10** in “Radha Krushna Villa” site, to the purchaser for the total consideration of **Rs.33,50,000/- (Rupees Thirty Three Lakhs Fifty Thousand)**excluding GST, out of which the purchaser paid the earnest amount of **Rs. 11,000/-(Rs. Eleven Thousand)** as Booking advance as mentioned below.

Sr. No	Particulars	Date	Remark
1	Cheque bearing no 613650 drawn on SBI bank Town Centre Cidco, Branch Aurangabad	15/10/2021	11,000/-
2	Demand Draft issued by SBI Bank		_____/-
	Total		33,50,000/-

That, the in the above said consideration amount, the Promoter will provide the specification of the material and amenities as stated in Schedule “C”. As such, the Builder hereby acknowledges the receipt of the same.

The remaining amount of Basic consideration of **Rs. 33,39,000/- (Thirty Three Lakhs and Thirty nine Thousand only)** apart from taxes will be paid by the purchaser to the owner / builder as under :-

1. Booking Charges
- : 10% of the value
2. Parking and Plinth Level
- : 25% of the Value
- 3 R.C.C. Slab
- : 25% of the Value
4. Brick Work
- : 15% of the Value
5. Plaster
- : 10% of the value
6. Flooring and Finishing
- : 10% of the Value
7. Possession
- : 5% of the value Plus GST as applicable

It is further stated by the Purchaser that they have obtained the loan from SBI vide its sanctioned letter dated _____ and further agreed that the said amount will be disbursed as per the schedule by the bank.

2) At the time of registration of the conveyance of the building or common areas and facilities of building to the Society or Association of the Apartment/bungalow, the purchaser shall pay to the promoter, his share of stamp duty and registration charges payable by the said Society or Association of Apartment on such conveyance or any other documents or instrument of transfer in respect of the structure of the building or common areas and facilities.

3) The purchaser hereby authorize the promoter to adjust/ appropriate all payment made by him under any heads or dues against lawful outstanding, if any in his name, as the promoter may in its sole discretion deems fit and the purchaser undertakes not to object/ demand/ direct promoter to adjust his payment in any manner.

4) The promoter shall give possession of the **Row House** to the allottee in **2/12/2022** in respect of the property under agreement.

5) The allottee shall take possession of the **Row House** within 15 days of the written notice from the promoter to the allottee intimating that the said **Row house** is ready for use and occupancy;

6) Upon receiving a written intimation from the promoter as stated above, the allottee shall take possession of the **Row House** from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the promoter shall give possession of the **Row House** to the allottee. In case the allottee fails to take possession within the time provided as above. Such allottee shall continue to be liable to pay maintenance charges as applicable.

7) The allottee along with other allottee(s) of **Row House** in the Scheme shall join in forming and registering the Society or Flat Owners Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and Flat Owners Association and for becoming a member, including the bye laws of the proposed society and duty fill in, sign and return to the promoter within

seven days of the same being forwarded by the promoter to the allottee, so as to enable the promoter to register the common organization of allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft byelaws of Society or Flat Owners Association as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.

8) The Promoter shall, within three months of obtaining the completion certificate cause to be transferred to the Society or Flat Owner's Association all the right, title and the interest of the Original Owner/Promoter in common areas and facilities of the building.

9) The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

ii. The promoter has lawful rights and requests approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permit issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till handing over the site/building to the Society/ **Row House** Owners Association.

10) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

11) Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the **Row House** hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited/Federation as hereinbefore mentioned.

12) That, after the Promoter executes this Agreement he shall not mortgage or create a charge on the **Row House** and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who had taken or agreed to take such Bungalow.

13) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

14) This Agreement may only be amended through written consent of the BUILDER/DEVELOPER/OWNER.

15) It is clearly understood and so agreed by and between the Parties herein to that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee of the [Apartment/ **Row House**] for all intents and purposes.

16) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provision of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17) Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plots/bungalow] to the total carpet area of all the [Apartment/Plots/bungalow] in the Project.

18) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

19) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses mentioned above.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

20) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

21) The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee (Purchaser).

22) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and regulations, there under.

23) That the rights and obligation of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the Aurangabad courts will have the jurisdiction for this Agreement.

Schedule-A

land admeasuring 2 Acres(80 R) out of the total land admeasuring 1 H 1 R situated at Land Gut no 21, Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad bounded as:

East : Land of Mushtaq Ali Khan of Land Gut no 21

West : Land of Baliram Dahihande of Land Gut no 22

South : Land of Karbhari Jadhav of Land Gut no 21.

North : Land of Shagufta Nasrin of Land Gut no 21.

SCHEDULE- B

Row House bearing no **C-1/10**, in **2ND Phase** of **Radha Krushna Villa**, admeasuring **72.90 Sq. Mtr built up area** and carpet area of **62.56 sq. mtrs** constructed on Land Gut no 21, Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad on land admeasuring 2 Acres(80 R). and having RERA NO: P51500021253

East : Row House no c-1/07

West : Road

South : Row House no C-1/11

North : Row House no C-1/09

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED HERE IN UNDER AT AURANGABAD.

OWNER

1. Mr. Mushtaq Ali Khan S/o Aref Khan
Through his power of Attorney

Mrs. Shagufta w/o Mushtaq Ali Khan

AND

The Developer and their GPA Holder

M/s Sainaath Builders and Developers

Mr. AnandKumar S/o Ramchandra Dugar,

2. Mr. Dilip S/o Ramjiprasad Chourasia

3. Shri Arun S/o Tukaram Dahihande

ALLOTTEE/PURCHASER

1. Mrs. Sandhya Vikram Khillare

2. Mr. Prayan S/o Narayan Shete

WITNESSES :-

1.

AGE. OCC.

R/O.

2.

AGE. OCC.

R/O.

LIST OF ANNEXURE.S

ANNEXURE – A

Copy of detailed Title Cum Search report issued by Advocate Mehta in respect of property land admeasuring 2 Acres(80 R) out of the total land admeasuring 1 H 1 R situated at Land Gut no 21, Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad.

ANNEXURE –B

Copy of 7/12 extract of Property bearing land admeasuring 2 Acres(80 R) out of the total land admeasuring 1 H 1 R situated at Land Gut no 21, Situated at Village Sunderwadi tq and Dist Aurangabad, situated outside limit of Municipal Corporation Aurangabad

ANNEXURE –C

Copy of Sanctioned Plan's Construction Permission and Occupancy obtained from CIDCO, Aurangabad.

ANNEXURE –D

Copy of Index-II of registered Deed of Declaration U/s. 2-a of Apartment ownership Act 1970 and Deed of Correction.

ANNEXURE - E

Copy of Part Plan/Floor Plan in respect of flat agreed to purchase under this agreement of sale.

ANNEXURE -F

Copy of the Registration Certificate issued in respect of project granted by The Real Estate Regulatory Authority.

ANNEXURE –G

List of Specification of construction of Building as well common area and facilities including brand and specification etc.

ANNEXURE-H

1. Specification of Work to be done

Sr. no	Particulars	Details
1	Structure	A class RCC frame structure
2	Walls	All walls made from fly ash bricks having 6” thickness from outside and 4” thickness of the inner walls and one loft in kitchen
3	Doors Frame	Main door frame in teak wood and others in cement Frame.
4	Doors	Main Door and inner door in Flush Door. Only main door will be decorated with lamination.
5	Windows	2 track powder coated aluminum windows with safety grills.
6	Flooring	24’X24’ Vitrified tiles in all rooms antiskid flooring for toilet, bath.
7	Bathrooms and Toilets	10”X13” Designer Joint free titles up to door height in bathroom and in toilet up to 3 feet
8	Kitchen	Green Marble Kitchen platform with S.S. Sink and titles Up to lintel level
9	Electrification	Concealed Electrification in modular switches having 3.5 points in each room. Power point in Kitchen and one in bath room
10	Plumbing	Plumbing in C.P.V.C. fitting
11	Colour	Internal Paint in oil bond distemper and Apex paint to External walls

RECEIPT/ACKNOWLEDGEMENT

Received of and from the Allottee/Purchaser the sum of Rs. _____/-
on booking as well on execution of this agreement towards earnest money deposit
or application fees.

I received all documents.

I Received amount.

Allottee/Purchaser.

Owner/Builder .

1. Mrs. Sandhya Vikram Khillare

Mr. Mushtaq Ali Khan S/o Aref Khan

2. Mr. Prayan S/o Narayan Shete

Through his power of Attorney

Mrs. Shagufta w/o Mushtaq Ali Khan

AND

The Developer and their GPA Holder

M/s Sainaath Builders and Developers

Mr. AnandKumar S/o Ramchandra Dugar,

2. Mr. Dilip S/o Ramjiprasad Chourasia

3. Shri Arun S/o Tukaram Dahihande

WITNESSES :-

1. Mr. SHRI BHAUSAHEB TUKARAM DAHIHANDE
AGE. 45 OCC. BUSINESS
R/O. CHIKHALTHANA AURANGABAD

2. Mr.
AGE. OCC.
R/O.