

AGREEMENT TO SALE

SALE VALUE RS.14,00,000/-

(RUPEES FOURTEEN LACS ONLY)

Market Value Rs._____/-

Stamp Duty of Rs.70,000/- paid thereon

MOUZA :- ALODI, Page No 89, Zone No 92

Rate Rs. 1500/-, Construction Rate Rs. 8500/-

“GREEN LEAF, WARDHA”

FLAT NO. 202 Wing ‘II’

T H I S A G R E E M E N T T O S A L E I S M A D E

By and between

MR. CHANDRASHEKHAR DEVIDAS SARODE, aged about 55 yrs. Occ. Business, R/o Socialist Chowk, Wardha, Tah. & Dist. Wardha [PAN NO.ADWPS8429G] AND **SMT.MANGALA MOHANRAO GHADE**, aged about 57 yrs. Occ. Household, R/o Socialist Chowk, Wardha, Tah. & Dist. Wardha,

hereinafter referred to as the Vendors, which expressions unless repugnant to the context and meaning thereof shall always mean and include the said Vendors, their successors, legal heirs administrations, etc. of the FIRST PART,

AND

M/s De-7, a partnership firm duly constituted under the provisions of Partnership Act, acting through its Partners **Mr. Pranjal J. Dhande** (Pan No AQSPD2441G), aged about 25 yrs., Occupation- Business, R/o Bachelor Road, Krishna Nagar, Near Patel House, Wardha-01 & **MS Anuradha Sachdeva** (Pan No BNRPS2624B), aged about 29 yrs., Occupation- Business, R/o 22-A, Gandhi Nagar, Hill Road, Nagpur, hereinafter referred to as the Builder and Developers, which expressions unless repugnant to the context and meaning thereof shall always mean and include the said Developers, their successors, legal heirs, administrators, etc. of the SECOND PART

AND

Mr Ashish H. Narad 35 yrs. Occ. Employed, [PAN No. _____] R/o Narad Bhavan, Gitai Nagar, Gopuri Wardha, 442001, hereinafter referred to as "**The Purchaser**", which expressions unless repugnant to the context otherwise shall always mean the said Purchaser, its successors, legal heirs, administrators, assignees, etc. of the **THIRD PART**;

AND

WHEREAS, the vendors are the owners of all that piece and parcel of land bearing Plot No. 8 & 9, out of Shet Survey No.22/A, Mouza No.7, Mouza-Alodi, Patwari Halke No.22, Gram panchayat Satoda, admeasuring about 320 sq.mtrs. & 390 sq. mtrs. Respectively, Tah. & Dist. Wardha.

AND

WHEREAS, the vendors hereinabove, being desirous of developing the aforesaid plots, approached the Developer and after due negotiations, two separate Agreement of Developments were entered between the Vendors and the Developer, and the same were registered at the office of Sub Registrar, Wardha at Sr. No. 9819/2011 and 9820/2011 respectively on 12/12/2011;

AND

WHEREAS, the vendors since executed agreement of developments and further they were unable to attend the various offices for various works related to the development of the plots, executed registered power of attorneys in favour of the partners of developer and the same were registered at the office of Sub

Registrar, Wardha on 25/05/2012, at Sr. No.4658/2012 and 4659/2012 respectively.

AND

WHEREAS, the vendors prior to execution of power of attorneys have submitted the said entire land plot No. 8 to 9 described above to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND

AND WHEREAS the developer has started construction of two building Wing-I, and Wing II on the said piece of land to be known and styled as "**GREEN LEAF**", according to the plan duly sanctioned and approved by the Assistant Director, Town Planning vide Building Permit No. 8(2) dated 14/12 2011.

WHEREAS, the three storied buildings on the above said plot No. 8 & 9 and named and styled as "**GREEN LEAF**", is to be constructed as per the sanctioned plan for FSI.-1 approved by the Gram Panchayat Satoda, Wardha.

WHEREAS, the Vendors are being constructed the said two building consisting of various residential apartments therein, over the plot of land, and the owner is now desirous to transfer the said residential apartments to the prospective purchasers, AND;

WHEREAS, the Gram Panchayat Taxes, Non- agriculture assessment taxes, cesses and all such other taxes etc. levied on the plot of land itself and also all the maintenance and repair charges of common areas, stair case, charges for electricity used for common lights, common motor pumps, municipal water charges, payment of watchman for building and repairs maintenance of the common area like compound wall, water tank, SWR and G.I. line network etc. shall be born equally by the all unit owners., AND;

WHEREAS, the residential units owners of the scheme shall not carry any work which would jeopardize to the soundness of heridatament of add any

material structure of excavate any additional basement or cellar without being in every case permitted by the sanctioning authority and the unanimous consent of all the other members of the scheme; and

WHEREAS, the rest of the liabilities, obligations and rights etc. of all concern not dealt with hereunder shall be in accordance with the provisions of Maharashtra Apartment Ownership Act, 1970 and the rules framed there under and the bye-laws of the Association of the Apartment Owners in the said building.

WHEREAS, the deviation of the property to the plan of the apartment ownership herein shall not be revoked or the property summoned from the plan of the apartment ownership of any of the provisions herein amended, unless all the owners of the units unanimously agree to such revocation/amendment or the removal of the property from the plan by duly registered instrument.

WHEREAS the Purchaser is desirous of purchasing the flat in the **Flat No.202 Wing II on Second Floor** in the "Green Leaf" for a total consideration of **Rs.14,00,000/-** (Rupees Fourteen lacs only) which is found reasonable and hence agreed by the Vendors after due negotiations.

The parties have therefore agreed to enter into this indenture of agreement of sale on the terms and conditions stated henceforth.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH

1. That, the Vendors shall sell and the Purchaser shall purchase all that **Flat No.202, on Second Floor, in Wing-II, admeasuring about 44.379 Sq.M. of Builtup area and 91.065 sq.mtrs. each Super Built up, with as Undivided of Land Share of 6.259%** described more particularly in the schedule of property appended hereto, along with all easementary rights appurtenant thereto.
2. That, the consideration for the said property is agreed to be **Rs.14,00,000/-** (Rupees Fourteen lacs only).

MANNER OF PAYMENT

Rs.2,80,000/-	paid by the purchaser to the Vendor at the time of execution of the present agreement of the said apartment and the receipt whereof is acknowledged by the Vendors.
Rs.11,20,000/-	(Rupees Eleven lacs Twenty thousand only) shall be paid by the purchaser to the Vendor within next one year time to time and before execution of Sale Deed.

Mode of Further Payment Described Below:-

- | | |
|-------------------------------|---------------------------------------|
| 1. On Completion of Plinth | 20% of Total Amount of Consideration. |
| 2. On Completion of Slab 1 | 10% of Total Amount of Consideration. |
| 3. On Completion of Slab 2 | 10% of Total Amount of Consideration. |
| 4. On Completion of Slab 3 | 10% of Total Amount of Consideration. |
| 5. On Completion of Slab | 10% of Total Amount of Consideration. |
| 6. On Completion of Brickwork | 15% of Total Amount of Consideration. |
| 7. At the Time of Registry | 5% of Total Amount of Consideration. |

Rs.14,00,000/- TOTAL AMOUNT OF CONSIDERATION
(Rs. Fourteen lacs only)

3. That the purchaser shall pay the respective installments as stipulated hereinabove strictly. That, if the purchaser fails to pay the respective installments/balance amount of consideration, as stipulated in the manner of payment, then the Vendee agrees to pay liquidated damages at the rate of 24% per annum on the unpaid amount from the date of default till its actual realisation. However, this grace period shall not be exceed by 3 (Three) months. In case the Vendee fails to pay the balance amount of consideration within stipulated grace period, the money till then paid by the purchaser to the Vendor shall stand forfeited and this Agreement shall automatically come to an end and thereafter, the Vendor shall be free to sell and/or dispose off the plot of land

hereby agreed to be sold, in any other manner they please, without any let, hindrance or objection of the Vendee.

THE VENDOR & PURCHASER COVENANT AS UNDER :

4. That the Vendors is the sole and absolute owner of the said property, hereby agreed to be sold and free from any encumbrances.
5. That the Vendor, shall pay all the dues viz: the gram panchayat, Non agriculture taxes, cesses, etc., all the outgoings, payable by the owner of an immovable property, in respect of the said Property till the date of the Registration of the Sale-Deed & thereafter, the same shall be paid by the Vendee.
6. That the **Purchaser** shall pay all the respective installments as stipulated hereinabove strictly on the dates/stages mentioned above. It is also specifically agreed by the purchaser that, in case the purchaser wants to avail the finance facility from any bank or from any financial institution, in that event the purchaser shall pay the entire amount of installment released by the bank or financial institution to the vendor at the stage of construction and further will not insist the bank to disburse less amount of installment of part consideration amount.
7. That the purchaser has satisfied himself with respect to the Vendor's title to the said property as good, valid and marketable and he has accepted the same without any further investigation.
8. That the Vendor shall erect and build the proposed flat scheme in accordance with the plan sanctioned by the sanctioning authority. Extra/Additional facilities shall however be provided by the vendor at the request of the purchaser subject to extra payment thereof to be made by him / her in advance.
9. That the Vendor has reserved its right to revise the sanctioned plan subject to approval from the sanctioning authority.
10. That the Vendor shall complete the said proposed flat chosen by the purchaser available for his occupation within next Fourteen Months.

11. That the Vendor shall not deliver the actual possession of the said flat to the purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including Stamp Duty and Registration fees and Sales Tax./ Turn Over Tax, etc. are paid by him in full to the vendor.
12. THAT the Vendor shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the purchaser shall enter into any building contract in respect of his tenement premises with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made, by him shall be void and not at all binding upon the Vendor.
13. That during the period of construction, the purchaser with two day's advance intimation to the Vendor may enter upon the said plot of land to inspect the plans, specifications and the construction materials, if available at site.
14. That for the purpose of giving clear title over the said premises chosen by the purchaser, the Vendors have executed a Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970, which is duly registered on 06/06/2012 registered in the office of Sub Registrar, Wardha at Sr. No.5014/2012. The said Deed of Declaration and the bye-laws appended thereto shall always remain binding upon the purchaser.
15. That in the vent of the PURCHASER committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amount till then paid by the purchaser shall be forfeited by the vendor.
16. That the purchaser further agrees to pay the vendor any sales tax or turn over tax, if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said premises or on the cost of building materials used including the wages paid therefore or the cost of land as the case may be and shall always keep the Vendor indemnified against the same.
17. That the purchaser hereby agrees not to occupy the said flat premises without prior written permission of the vendor else he shall be treated as a trespasser.

18. THAT the Vendor do hereby agree with the purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp duty and registration fees and cesses etc., that may be levied and payable at the time of Registration from him / her, they will execute a proper sale deed of the said plot of land alongwith construction thereof in favour of the purchaser and get the same duly registered at his cost in accordance with the law in force provided the purchaser shall have also paid the entire agreed cost of construction of the flat chosen by him to the Vendor.
19. It is specifically understood and agreed by the Purchaser that he shall not hold the Vendor responsible for any delay in obtaining M.S.E.B. Connections, Meters, L.T. Pannel, S.T. Pannel, Transformer etc. It is further understood and agreed by the Purchaser that he shall pay the Electric Bill at the Commercial Rates if the domestic meters are not installed by M.S.E.B. even after delivery of possession of the said Flat.
20. That the Purchaser undertakes to notify in writing any change in his address to the vendor.
21. That the said Property described in the Schedule hereto, shall be taken to be correctly described and any error, omission, mistake in the description shall not annul this Agreement, nor shall any compensation be payable in respect of the same by any party to other party. All the same, such error, omission, mistake etc., shall always be subject to correction by the Parties hereto.
22. That in case any dispute arise between both the parties for any reason the same shall be referred to a Sole Arbitrator, who shall be appointed with the consent of both the parties and decision of arbitrator shall be binding upon both the parties.
23. That in this Agreement, the phrases used, viz. **“the Vendor”** & **“the Vendee”** shall, besides themselves, include their legal, legal representatives, agents, assign, or any person or persons claiming through or under them respectively, unless repugnant to the context.

SCHEDULE OF PROPERTY – A

All that piece and parcel of land bearing Plot No. 8 & 9, out of Sheet Survey No.22/A, Mouza No.7, Mouza-Alodi, Patwari Halke No.22, Gram panchayat Satoda, admeasuring about 320 sq.mtrs. & 390 sq. mtrs. Respectively, Tah. & Dist. Wardha, and the same are bounded as under:-

Towards East	:	Existing Road
Towards west	:	Plot No. 11 & 12
Towards North	:	Road
Towards south	:	Plot No.7

SCHEDULE OF PROPERTY – B

All that **Flat No.202, on Second Floor, in Wing-II, admeasuring about 44.379 Sq.M. of Builtup area and 91.065 sq.mtrs. each Super Built up, with as Undivided of Land Share of 6.259%** of land in a scheme of apartments known and styled as “GREEN LEAF”, situated at Plot No. 8 & 9, out of Shet Survey No.22/A, Mouza No.7, Mouza-Alodi, Patwari Halke No.22, Gram panchayat Satoda, admeasuring about 320 sq.mtrs. & 390 sq. mtrs. Respectively, Tah. & Dist. Wardha, and the said Flat is bounded as under:-

East	:	Flat No 201 Wing II
West	:	Plot No. 11 & 12
North	:	Road
South	:	Flat No 202 Wing I

IN WITNESS WHEREOF, the parties hereto have set their respective hands in presence of the attesting witnesses at Wardha on this 1st day of August 2012.

- 1) **MR. CHANDRASHEKHAR DEVIDAS SARODE,**
- 2) **SMT.MANGALA MOHANRAO GHADE**

VENDORS

**Acting through their duly constituted
power of attorney holders**

1) Mr. Pranjal J. Dhande

2) MS Anuradha Sachdeva

**Mr. Ashish H. Narad,
PURCHASER**

M/s De-7
Through their partners

1) Mr. Pranjal J. Dhande

2) MS Anuradha Sachdeva
Developer

Witnesses :

1 _____

2 _____