(Stamps Rs.)

AGREEMENT FOR SALE Rs.

TOTAL AMOUNT Rs.

(As per Govt Valuation Mouja Chinchala, page no. Div. 3.52 Resi.Rate Rs. ...../-per sq.mt. B/U area ..... Sq.mt. ,Carpet area .....sq.mt., Super B/U area ..... Sq.mt. with common covered Parking Total Rs.....)

THIS DEED OF AGREEMENT IS MADE AT WARDHA ON THIS ---- TH DAY OF ---------- 2017 .

BETWEEN

V4 INFRA (Pan No. AALFV4814G) a partnership firm having its office at Snehalnagar, Wardha acting through the Partner - **Shri Om Balkrushnarao Thakre** , aged about 41 years, R/o. Snehalnagar, Wardha , Tah. & Dist. Wardha, 442001

Hereinafter referred to as OWNER / PARTY NO. 1 which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTY NO. 1/ OWNERS, their legal heirs, representatives, executors & assignees etc. of the **PART OF THE FIRST PART**

AND

Shri ..... , aged about years, Pan No. ..... Occupation - Service, R/o. ..... Tah. & Dist. ..... Pin. .....

Hereinafter referred to as "**Purchaser**, which experession shall unless repugnant to the context or meaning thereof includes his heirs, assigns, executors, adminastrators .... **PART OF THE SECOND PART**

AND

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ALL THAT piece and parcel of land bearing **Sr.No. 44, Plot No. 15 & 16/1, Total admeasuring 401.37 Sqr. Mtrs.** in **Mouza: Chinchala**, Taluka & District: Wardha, being the recorded owners of the above property.

WHEREAS, the Vendor **V4 INFRA** a partnership firm acting through the Partner- is owner of ALL THAT piece and parcel of land bearing **Plot No.15 area 267.55 sq.mt.** carved out of survey no. Old 22/2K **New Survey No. 44**, diverted by S.D.O.vide R.C.No. NAP 124/2 year 1968-69 order dt.14.08.1970 Mouza Chinchala , within limits of M.C.Wardha.Tah. and Dist. Wardha , purchased by it from 1. Shri Om Balkrushnarao Takre and 2. Deepak Gangadharrao Mandokar, vide Sale Deed dated 13.05.2014 registered at Sr. No.2467-2014 with Sub Registrar, Wardha and ALL THAT piece and parcel of land bearing Plot **No. 16/1 area 133.82 sq.mt.** carved out of survey no. Old 22/2K **New Survey No. 44**, diverted by S.D.O.vide R.C.No. NAP 124/2 year 1968-69 order dt.14.08.1970 Mouza Chinchala , within limits of M.C.Wardha.Tah. and Dist. Wardha , purchased by it from Mrs. Aashabai Ramchandra Khonde, vide Sale Deed dated 07.08.2014 registered at Sr. No.4159-2014 with Sub Registrar, Wardha

AND WHEREAS, the Application of amalgamation of Plot no 15 and 16/1 was made to the Upper Collector , Wardha vide mamala No. 06/Niwasi/NAP-34/2014-15 on dt. 19/09/2014 and order passed on Dated 04/03/2015 with refrance mamala No. 12/2 NAP 34/1968-69 order passed 18.03.1970 with Applicant M/s. V4 Infra Wardha through its partners 1. Ravi Ramdayal Gupta, 2. Kishor Vishwanath Bhoot, 3. Om Balkrushna Thakre, 4. Sachin Madhusudan Singhaniya and the abovesaid land **Mouja Chinchala , Old sr. No. 21/2K and New sr. No. 44, New Plot No. (15 and 16/1) Total Area 401.37 Sq.mt.** has been duly approved ,

AND WHEREAS, the Layout Plan on the abovesaid land has been duly approved ,

AND WHEREAS, the Vendors have decided to develop the aforesaid Plot of land into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein,

AND WHEREAS, the Chief Officer, Municipal Council, Wardha has sanctioned Building Plans for construction of Multistory Building on the abovesaid Plots vide its Building Permit Letter No. 591 dated 28.05.2015 .

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AND WHEREAS, the Vendors have floated a Scheme for construction of Multistory Building on the abovesaid plot and the said building is named and titled as " **TULIP TOWER** "

AND WHEREAS, the Vendor is entitled to construct building on the abovesaid plots and to book the apartments and to receive advances from the prospective purchasers and to enter into agreements with them to sell the undivided share and interest in the abovesaid plots proportionate to the construction area and Built Up area of the Superstructure of the units to be acquired by them,

AND WHEREAS, the Purchaser is interested in acquiring Residential Apartment No. **Flat No. ..... on ..... floor** admeasuring ..... **sq.mt.** (..... **sq.ft.**) Built Up Area,and ..... **sq.mt.** (..... **sq.ft.**) Carpet Area, ... **sq.mt.** (..... **sq.ft.**) Super Built Up Area in the abovesaid building, alongwith proportionate Undivided Share and Interest in Plot of Land with the Consentor, and the cost of Apartment is decided at **Rs.** ...../-**(Rupees** ..... **only)**

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES and it is hereby agreed by and between the parties as under:

1. That the Vendors and Consentor shall sell and the Purchaser shall purchase Residential **Flat No. ..... on ..... floor** admeasuring **41.220 sq.mt.** Built Up Area,and **48.005 sq.mt.** Built Up + Common Area **and 41.113 sq.mt.** Carpet Area , and **61.300 sq.mt.** Super Built Up Area in the building titled " **TULIP TOWER** " , alongwith proportionate **Undivided share Undivided share 10.00** % i.e. **40.137 sq.mt. in Plot No. 24 & 25 Total admeasuring 401.37 Sqr. Mtrs.** carved out of **Sr.No. 44, Plot No. 15 & 16/1,** in **Mouza: Chinchala,** Taluka & District: Wardha, within the limits of Municipal Council Wardha, in Tahsil & District: Wardha, more specifically and elaborately described in the schedule of Property hereunder for a consideration of **Rs.** ...../- **(Rupees** ..... **only)**

2. That the Schedule of Payment is as under:

PAYMENT SCHEDULE

Upto the time of Agreement to Sale:

Mode of payment :

Rs ...../- Rupees ..... only paid to OWNER PARTY NO. 1 by cheque No. ..... dt. ..... drawn on Bank .....

.....

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Rs. ...../- Rupees ..... only

Remaining amount **Rs.**...../- Rupees ..... **only**) To be paid by the purchaser to the Owner at the time of possession or sale deed

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

Note: i) Expenses towards stmp duty , registration of sale deed, documentation and those for M.S.E.B. meter and common water meter are additional.

ii) Any additions /Charges in specification are chargeble at market rates.

iii) GST and other Tax, etc. as applicable shall be born by Purchaser.

3. That the time is essence of Contract and in case Purchaser failed to pay the amount of Installments as stated above, then the Consentors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by the Purchaser to the Consenters till date of cancellation minimum Rs. 50,000/- shall be forfeited to the Consentors, after giving full opportunity of making payment for a period of one month from the due date to the Purchaser and balance 90 % will be refunded to him by installments on re-allotment of the said Unit to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consenter fails to pay the amount within that period it will be subject to penalty at 6 % per annum till the date of payment or refund to the purchaser. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchaser are not refundable.

4. That without prejudice to the Consentor's other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, Purchaser shall be liable to pay penalty at the rate of 2 % per month on the overdue amount from the date of default till that amount is paid.

5. That the Purchaser shall not be entitled to assign or mortgage their rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Consenter till they have been delivered possession after making full and final payment alongwith incidental payments, if any, to the Consenter and a conveyance has been executed in his favour. For intermittent transfers a Transfer Fee of 10 % of the amount paid by the Purchaser minimum Rs. 50,000/- per Unit would be charged subject to approval of the Nominated person by the Consenter.

6. That the Vendors hereby declare that they have good, valid and marketable

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title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, ceases etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors/ Consentors shall indemnify the Purchaser for any loss that may be caused to them due to any defect in his title.

7. That the Vendor undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible. The tentative date of Sale deed & Possession is .....

8. That the Purchaser has seen the Sanctioned Plan and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.

9. That the Purchaser further covenants that after the sale deed is executed, they shall be solely responsible and liable for payment of separate Local Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on their share in the property. If the Purchaser fails to execute the sale deed within the stipulated period or within the time notified by the Consentor for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.

10. That the Purchaser further undertake to give their maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the purchaser fails to take the possession within the stipulated period, the maintenance charges on their Apartment will become payable from the date notified for possession and it will be recovered at the time of possession.

11. That the Purchaser has to pay common divided share for electricity network, and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement and other allied work etc. to the Consentors.

12. That the Purchaser shall not prosecute any trade or business in the apartment which is illegal or which may damage the buildings or diminish the value of the surrounding apartments including the apartment booked by Party No. 2. The Party No. 2 is prohibited from setting up (1) Liquor Shop (2) Workshop (3) Meat or Similer Shop (4) Shop for Scrap Material Sale in the Complex. The Purchasers should not stack any material or goods outside the premises of their Apartment.

13. That in case the Purcheser desires to terminate this agreement, they may

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do so, by giving one months notice in writing to the Consenter and in that case only 90 % of the amount paid till that date shall be refunded by installments on re-allotment of said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Consenter fails to pay the amount within the stipulated period, it will carry 6 % interest per annum from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser shall be forfeited and are not refundable.

14. That it is agreed by and between the parties that the breach of any of the Condition contained in this agreement, the agreement shall automatically comes to an end ISPO FACTO, and no notice shall be required to be given to Purchasers for cancellation of their Apartment. The amount paid by the Purchaser so far will be refunded after deducting there from 10 % of the total Cost of Apartment.

15. That the Purchaser has to pay GST and other tax levied by the State Government at applicable rate of the total value of Apartment and GST and other Tax levied by the Central Government at the applicable rate of the total value of the Apartment.

16. That the Vendor hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land stand revised as per revised building plan sanctioned by the Authority. The Vendor reserve right to utilize the same and the Purchaser shall not obstruct the Vendor in consuming the FSI.

17. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vests with the Association . However the anybody shall share the common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vests with the Association .

18. That the Vendor are contemplating to revise the sanction plan in due course and the percentage of undivided land attributed to Purchasers Apartment shall stand revised as per revised plan. The Purchaser extends his consent to revise the sanction plan.

19. That the Purchaser agree to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor .

20. That the Vendor have reserved their right to revise the Sanctioned Plan. It is agreed that the Purchaser extends his consent to revise the Sanction Plan.

21. That the Vendor agrees to execute Sale Deed in favour of Purchaser or

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any other person nominated by the Purchaser subject to the consent of Vendor/ Consentor.

22. That if there is any defect in Construction, the Purchaser shall intimate the same within 6 months from the date of possession/handing over of building whichever is earlier. After 6 months, the Consenter shall not be responsible for the same.

23. That the Building is standing on the frame structure foundation, Columns, Beams etc. The Purchaser is prohibited to disturb foundations, Columns, Beams, External Elevation, and other Common Installation while carrying interiors or otherwise.

24. The Purchaser will be joint owner along with other apartment unit's owner as Party nol 1 is purchasing or purchased the undivided share and interest in the same plot of land.

25. It is agreed that the party no. 2 shall no devide the common areas and facilities , No Unit holder can be sistrub the other unit's holder right to utilize common area i.e. passage, parking & side margin space of building etc. and nobody can be claim this common utilities only fo hi/her personal use.

26. If the purchaser desire to carry out extra work , changes in specification, before the execution Party No. 1 and purchaser will decide the amount for that and it will be the part of this agreement. Purchaser will be responsible to pay the amount before or after completion of work or before possession as decided. For work extended or changes in sepcifications than the original agreement and amount decided in both the parties should be signed on a separate sheet which shall be treated a part of original agreement and amout decided in both the parties should be signed on a separate sheet which shall be treated a part of original agreement.

27. All the expenses for execution and Registration Stamp Duty, Registration Fee and Professional Charges for Agreement to Sale, Sale Deed/ Apartment Deed etc. are to be borne and paid by the Purchasers.

SCHEDULE " A"

DESCRIPTION OF THE PROPERTY

ALL THAT piece and parcel of Land **Undivided share 10.00%** i.e. **40.137 sq.mt. in Plot No. 15 & 16/1, Total admeasuring 401.37 Sqr. Mtrs.** carved out of **Sr.No. 44,** in **Mouza: Chinchala**, Tah. & Dist. Wardha. within the limits of Municipal Council , Wardha.

and **bounded** as under -

ON THE EAST :	Plot no. 16/2
ON THE WEST :	Plot no. 14
ON THE NORTH :	Drainage Line then Plot no. 25 and 26
ON THE SOUTH :	9.14 mt. (30 ft.)wide Layout Road

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SCHEDULE " B"

DESCRIPTION OF THE PROPERTY

ALL THAT piece and parcel of **Flat No. ..... on ..... floor** admeasuring **41.220 sq.mt.** Built Up Area,and **48.005 sq.mt.** Built Up + Common Area **and 41.113 sq.mt.** Carpet Area , and **61.300 sq.mt.** Super Built Up Area in the building titled " **TULIP TOWER** " and has secured a map for the proposed construction of residential house on the said plot duly sanctioned from M.C. Wardha.

and **Flat bounded** as under -

ON THE EAST :

ON THE WEST :

ON THE NORTH :

ON THE SOUTH :

In witness whereof the Parties to this Deed have put their signatures at Wardha on the day abovewritten in the presence of two attesting witnesses.

Land Owner & Builder of the First part

V4 INFRA acting through partner

For V4 INFRA

Partner

_____

(Shri Om Balkrushnarao Thakre)

PURCHASER :

_____

WITNESS :

1. _____

2. _____

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