

AGREEMENT OF SALE
MORNING GLORY
(FLAT NO.)
AGREEMENT OF SALE

This agreement is made today on dated

BETWEEN

Mr. Indrajit Manohar Nagpure , aged about 35 yrs, (PAN NO. AMOPN1894K)
Occupation - Service, R/o – Ward No – 08, Taluka – Mul, Dist. - Chandrapur.

Which expression shall unless repugnant to the context or meaning thereof always means and include the said PURCHASER, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART;**

AND

2) M/S. SPACE INFRASTRUCTURE (PAN NO. ACHFS9959H), having office at Flat No. A-2, Liberty Enclave, Malviya Nagar, Pande Layout, Khamla, Nagpur - 22 , Represented here by **(1) MR. AMIT S. CHOUDHARY** Aged about 36 years, Plot No. 100, New Sneh Nagar, Wardha road, Nagpur 15, **(2) MR. UMESH V. BALPANDE,** R/o. Manoj Bhavan, Somalwada, Nagpur - 440025 hereinafter party shall be referred as the **SELLER the VENDOR** which expression shall unless repugnant to the context or meaning thereof always means and include the said **VENDORS** as well as, their respective heirs, legal representatives, executor, administrators, successors and assigns of the **SECOND PART**

AND

Whereas M/S Space Infrastructure is the absolute owner of all that piece & parcel of the land bearing **Plot No. 112**, total admeasuring about **468.054 sq.mt.**, Being a part and portion of the entire land bearing **Kh. No. 24/1**, bearing **City Survey No 76, Sheet No.735/7** situated at **Mouza - Chichbhuwan**, within the limits of NMC & NIT, Tah & district Nagpur

having purchased the same from Sau. Subhadra Balaram Dandekar , Shri. Nitin Balaram Dandekar, Shri. Lokik Balaram Dandekar , by virtue of the Agreement of Development & Sale Dt. 19.05.2015, which is duly registered before the sub-registrar Nagpur, at Sr. No. 2442. And General Power of Attorney Dt. 19.05.2015, which is duly registered before the sub-registrar at Sr. No. 2443.

AND WHEREAS Suraj Gruha Samasya Niwaran Sanstha, Nagpur acting through Shri. Manik Dayaramji Vaidya sold the said Plot No. 112 to Shri. Balaram Zadbaji Dandekar, by virtue of the Sale Deed dt. 06/07/1988, which is duly registered before the office of Sub-Registrar Nagpur at Sr. No. 5200. As such Shri. Balaram Zadbaji Dandekar became the owner of the said property.

AND WHEREAS, that after the death of Shri. Balaram Zadbaji Dandekar on 02/08/1996, his legal heirs namely Smt. Subhadrabai Balaram Dandekar, Shri. Nitin Balaram Dandekar and Shri. Lokik Balaram Dandekar became the owners of the said property, by virtue of the Intestate succession.

AND WHEREAS, thereafter Suraj Gruha Samasya Niwaran Sanstha, Nagpur acting through Shri. Manik Dayaram Vaidya executed the correction Deed the above Sale Deed in favour of Smt. Subhadrabai Balaram Dandekar, Shri. Nitin Balaram Dandekar & Shri. Lokik Balaram Dandekar on 30/10/2009, which is duly registered before the office of Sub-Registrar Nagpur at Sr. No. 5189. And thereby corrected the area of the said Plot to 468.05 Sq. Mtrs. Building Permit No. B.E(W)/Case No. AB 1066/Tracking No. 2015021811/8574/331.

WHEREAS after detailed negotiation the vendor/ builder and the purchaser have now jointly agreed that the aforesaid flat/apartment **Flat No- 201 at Second floor** referred in the schedule, is priced and sold for total consideration of **Rs 40,00,000/- only (Rs Forty Lacs Only)** upon the following terms and conditions.

THAT it is agreed by the VENDOR that they shall convey good, clear and charges free title to the purchaser which shall be marketable and free from any kind of encumbrances.

There for the total price agreed at rupees **40,00,000/-** which the purchaser specifically agreed to pay to the vendor the builder in the following terms.

MANNER OF PAYMENT

- | | |
|--|-----|
| 1. At the Time of Agreement | 10% |
| 2. At the Time Of Foundation | 10% |
| 3. Before Completion Of Plinth Slab | 10% |
| 4. Before casting Of First Slab Level | 10% |
| 5. Before casting Of Second Slab Level | 10% |
| 6. Before casting Of Third Slab Level | 10% |
| 7. Before casting Of Fourth Slab Level | 10% |
| 8. Before Completion of Brickwork | 15% |
| 9. Before Completion of Plastering & Finishing | 10% |
| 10. On or before taking over the actual Possession or sale deed. | 5% |

	Payment	Payment Mode	Cheque No.	Date	Bank
1	50,000/-	Cash		01/07/2015	
2.					

BALANCE PAYMENT

Rs. 39,50,000/- Rs. Thirty – Nine Lacs Fifty Thousand Rupees Only.

The balance payment of rupees **39,50,000/- (Rs. Thirty Nine Lacs Fifty Thousand Only)** shall be paid by the purchaser within the period of Fifteen months in equal quarterly installments or by taking, borrowing the loan from bank or recognized financial institution as per the schedule stages of the construction within the period of Fifteen months.

Stamp Duty Charges & Document Preparation charges & M.S.E.B. Meter charges and all legal dues service tax, Vat shall be borne by the purchaser.

NOW THIS AGREEMENT OF SALE IS EXECUTED ON FOLLOWING TERMS & CONDITIONS BETWEEN ALL THE CONERN PARTIES.

1) THAT the purchaser shall pay the respective installment as stipulated hereinabove strictly on the Dates/ stages mentioned herein, it is agreed by the purchaser that the time so stipulated for the payment of each installment is the essence of the contract and this Agreement shall automatically stand cancelled on the purchaser failure to pay the installments on the due date/ stages.

2) THAT in the event of such termination/ cancellation of this agreement , the vendor shall be at full liberty to Re-Sale they said flat to any other intending buyer and in such event the SELLER shall within three months from the date of such cancellation return back the amount to the purchaser without any interest or claim thereon and also after deducting there a fixed sum of Rs. 50,000/- (Fifty Thousand) by way of liquidated damages, it is also specifically understood by purchaser that the delay in securing sanction to the housing loan if any applied for by her/him shall not be ground for nonpayment of any of the installment on due dates/stages.

3) THAT the undivided **10.756 %** (percent) share and interest in the said plots of land hereby agreed to be sold is free from encumbrances of all kinds whatever.

4) THAT the purchaser has satisfied her/ him in respect to the vendors' title to the said property as good, valid and marketable and he/she has inspected, verified and accepted the same, she/he has satisfied about the **VENDORS** right to enter into this agreement with the purchaser.

5) THAT said property believed and shall be taken to be correctly described in the schedule hereunder written and be sold subject to outgoing agreements and rights of the vendors and the other co-owners of the remaining undivided share in the said plots of

6) land and the owner of other built up spaces / premises in the proposed building affecting the same land and if any misstatement error or omission shall be discovered, the

same shall not annul this contract/ agreement nor shall any damages be allowed in respect thereof to the purchaser about all the same such miss-statement, error, or omission will always be subject to correction by the parties hereto mutually in the good faith.

7) THAT it is understood by the purchaser that THE **VENDORS** the BUILDERS herein stated shall develop the said plots and shall remains exclusively in charge of the entire constructions of the proposed building in the respect without any let, hindrance or interference by the aforesaid purchaser.

8) THAT the **vendors** the **builders** shall erect and build proposed multi storied building consisting of various flats and apartments therein and if any kind of extra construction is measured other then the proposed plan the same is acceptable to this purchaser at the extra additional cost, and if any kind of internal charges is required by the purchaser he/she shall bear the extra cost for the same.

8) THAT the **vendor has** reserved their right to revise the sanction plan subject to approval of the Nagpur Municipal Corporation. Or N.I.T.

9) THAT the possession of the flat shall be handed over by the seller to the purchaser after the 15 months from the execution of this agreement, provided that the purchaser has paid the amount as so stipulated on the Dates and the stages described in the schedule of MANNER OF PAYMENTS.

10) THAT the **vendors** 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 legal expenses including stamps duty and registration charges, vat, service taxes etc** are received by the vendor, which shall be paid by purchaser.

11) THAT during the period of building construction, the purchaser with two days' advance intimation to the vendors may enter upon the said plot of land for his/ her flat/ apartment inspection.

12) THAT for the purpose of giving clear title over the Flat chosen by the purchaser and each of the other buyer in the said building, the vendor shall executed a deed of declaration under section 2 of the Maharashtra Apartment Ownership Act 1970 which shall be duly registered in the office of sub-joint registrar, Nagpur. And the said deed of Declaration and the Bye- Laws appended thereto shall always remain binding upon the purchaser.

13) THAT the purchaser agrees to incorporate such terms, conditions, stipulation and restrictive convenient in the sale deed as are not set forth herein, but which may be deemed necessary or expedient to regular the easement rights of the other flat/ apartment owners interest, in accordance with the provision of the Maharashtra Apartment Ownership Act 1970 and the rules made there under.

14) THAT the available open space the common areas and common facilities as may be provided in the said building shall be in accordance with the construction at the sight, it shall be of common use of all the Flat owners in the said building and shall always remain undivided and no partition or division of any part thereof will be affected or carried out by the purchaser severally or jointly with any other Flat owner or owners.

15) THAT in the event of purchaser committing breach of any of the terms and condition herein contained , this agreement shall IPSP FACTO come to an end and the amount till then subscribed by the purchaser towards the cost of construction of the Flat chosen by her/ him shall be refunded to her/him free of any interest thereon and also after deducting there from a fixed sum of Rs 50,000/- (Fifty Thousand) by way of liquidated damages within three months from the date if intimation of such cancellation.

FIRST SCHEDULED REFERRED TO ABOVE

THE UNDIVIDED **10.756%** (PERCENT) share and interest in all these pieces and parcel of land bearing **Plot No 112** having an area **468.054 Sq Mtrs.** being a portion of the entire land bearing **Kh.No. - 24/1**, at **Mouza – Chichbhuwan**, bearing **City Survey No. 76**, Sheet No. **735/7** situated at Layout of Suraj Gruha Samasya Niwaran Sanstha, Nagpur.

In this above stated land the **Flat No. – 201 on Second floor** in the building named and styled as **‘MORNING GLORY’** to be constructed over the said plots, and more particularly described and referred as second schedule herein below.

(SECOND SCHEDULE REFFERED TO ABOVE)

ALL THAT R.C.C Superstructure comprising flat number **201 on Second Floor** of building to be NAMED as “**MORNING GLORY**” constructed on the aforesaid plots of land the block covering super built up area is **1350 sq. ft** approximately.

IN WITNESS WHEREOF THE VENDORS, the PURCHASER hereinabove named have here to set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESS:-

1. _____

**M/S. SPACE INFRASTRUCTURE
(THE SELLERS/VENDOR)**

2. _____

THE PURCHASER

(Mr. Indrajit Manohar Nagpure)

