

AGREEMENT OF SALE PLOT AND CONSTRUCTION

Valued at Rs. _____

Market Value at Rs. _____

THIS AGREEMENT is made here at KAMPTEE on this the 8 day of OCT/2016.

BETWEEN

S.K. Construction Company

Proprietor

Dr. Shri. Hukumchand S/O Rodbaji Supare

Aged about : 65 years, Occ. Landlord

R/O Supare Nagar, New Yerkheda, Kalmana Road, KAMPTEE, Dist : Nagpur.

Hereinafter be called 'VENDOR' of the **FIRST PART**'.

AND

Shri / Smt. _____

Aged _____ **years, Occupation** _____

R/O _____

Hereinafter be called "**PURCHASER**" of the **SECOND PART**.



(The expression "VENDOR" AND THE "PURCHASER" unless repugnant to the context or

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meaning thereof shall always mean and include the said "VENDOR" AND THE "PURCHASER", their legal heirs, representatives, successors, executors, administrators, and assigns. etc.)

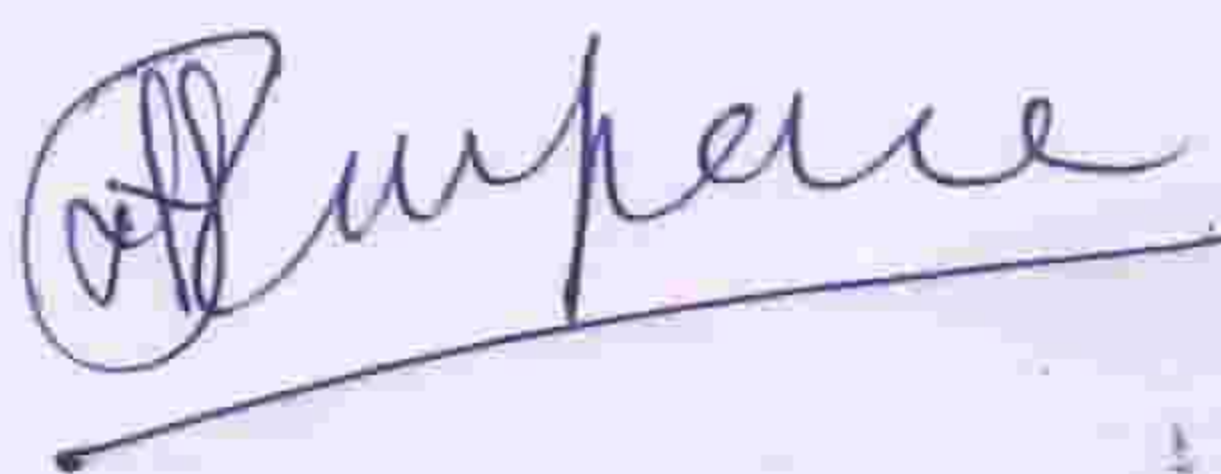
WHEREAS the Vendor is an absolute owner of the piece and parcel of a land bearing Khasara No. 72/2 (Gat No. 17 New) admeasuring about 1.68HR, P.H. No. 16, Mouza Yerkheda, Tahsil Kamptee, District Nagpur.

AND WHEREAS the aforesaid property is an ancestral property of the Vendor, fallen to their share in the Partition effected amongst the co-parceners and since then, the same is in tangible possession of the Vendor and that it is recorded in their name in the Revenue Records.

AND WHEREAS the Vendor has converted the aforesaid agricultural land to non-agricultural purposes/user vide Order dt. 30/09/1999 in Revenue Case No. 101/NAP-34/1998-00 of the Hon'ble Collector, Nagpur District, Nagpur. Similarly, the Vendor has also obtained the sanction of the scheme of construction of the houses under Talegaon Dabhade Scheme vide Order dated 27/05/1999 of the Competent Authority and Addl. Collectro, Urban Land Ceiling/Holding, Order No. ATT/ULC/TD (143)/824/1999.

AND WHEREAS the aforesaid Vendor has decided to sell the plots with construction thereon in the aforesaid layout to the prospective purchasers for valuable consideration, and , therefore, the Vendor entered into an Agreement of Development/Construction of the houses/building with M/s S.K. Construction Company, Builder, Developers & Promoters. Office at Kamptee, Dist. Nagpur, as a proprietor, as per the specifications approved and as decided and agreed between the Parties, which shall be mentioned and described in the ANNEXURE – A attached herewith.

AND WHEREAS the Purchaser being desirous of owning/purchasing the plot with construction thereon, in the aforesaid layout/Scheme in respect of the construction to be carried out by the Vendor at his cost and expenses and that, the Purchaser has also approved and agreed for the aforesaid construction, approached the Vendors and agreed to purchase the ____% undivided share, right, title and interest in the Plot bearing No. ____ admeasuring ____ Sq. Mtrs. (____ Sq. Ft.) more particularly described in the SCHEDULE – A written hereunder for the consideration of Rs. ____ (Rupees ____) towards the cost of the plot, together with the construction thereon to be carried out by the Vendor, specifically described in the Schedule – B written hereunder, as per the Plan and Specification approved and mentioned in the ANNEXURE – A attached herewith.





AND WHEREAS the offer of the Purchaser having been found fair and reasonable, the Vendor has accepted the same and agreed to sell the aforesaid plot of land with construction other on, to the Purchaser on such other terms & conditions mentioned herein below.

NOW, THEREFORE, IT IS HEREBY MUTUALLYT AGREED BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:-

That the Vendor shall sell the _____% undivided share, right, title and interest in the all his rights, title and interest in the Plot bearing No. _____ admeasuring _____ Sq. Mtrs. (_____ Sq. Ft.) more particularly described in **Schedule – A** herein below, out of the aforesaid layout, together with a Bungalow to be constructed thereon by the Vendor, as described in the **Schedule – B** herein below, as per the plan and specifications approved and chosen by the Purchaser as mentioned in **Annexure – A** attached herewith, for a total consideration of Rs. _____ (Rupees _____ only) and the Purchaser has agreed to pay the same to the Vendor in the following manner as and when demanded.

2] MANNER OF PAYMENT:

- a] Rs. _____ paid by the Purchaser to the Vendor before/at the time of execution of this Agreement.
- b] Rs. _____ paid by the Purchaser at the time of sale deed of plot.
- c] Rs. _____ paid by the Purchaser to the Vendor after completion of Plinth.
- d] Rs. _____ paid by the Purchaser to the Vendor after completion of Slab.
- e] Rs. _____ paid by the Purchaser to the Vendor after completion of Brick Work & Plaster.



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f] Rs. _____ paid by the Purchaser to the Vendors after completion of Tiles and Finishing work.

g] Rs. _____ paid by the Purchaser to the Vendors at the time of Execution and registration of Sale Deed and Possession

Rs. _____ **TOTAL CONSIDERATION**
(RUPEES _____)

3] That, the Purchaser has satisfied himself/herself/themselves with respect to the Vendors' Title to the said property as good, valid and marketable to enter into this Agreement with them.

4] It is agreed by the Vendor that the Vendor shall complete the construction work of Bungalow within a reasonable period of 24 (Twenty four) months from the date of this Agreement, however, if the Vendor could not complete the construction work of Bungalow within the said period due to delay in payment of installments on the part of the Purchaser, the Vendor shall not be held responsible to the Purchaser for the delay in construction. The Vendors shall not deliver the actual physical possession of the said Bungalow to the Purchaser until the entire cost of construction and cost of land and the charges for installation of the Electric and Water Meters. Legal Expenses including Stamp Duty and Registration Fee and Sales Tax/Turn Over Tax/Work Contract Tax etc. as may be applicable are paid by him in full to the Vendor, Contract in respect of this Agreement with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and not at all be binding upon the Vendor.

5] It is agreed by the Purchaser that he/she shall pay the respective installments as stipulated hereinabove strictly on the date(s)/stage(s) as mentioned above and the Vendor shall complete each stage of construction of the Bungalow within the stipulated time as mentioned aforesaid. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the essence of contract and consequently. Therefore, this Agreement shall

stand automatically terminated and cancelled immediately on the Purchaser's failure to pay above installments or the due date(s)/state(s). The Purchaser specifically understands that the Vendor shall grant no extension of time for payment of any installment to him/her/them.

However, in case of an unforeseen exigency, the Vendor may at his discretion allow a period of



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one month from the due date for making payment and this extension period shall carry an interest @ 18% per annum on the amount payable the Purchaser shall not hold the Vendor responsible for the delay caused in construction work due to delayed payment of installment/s by the Purchaser. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resale the said Bungalow to any other interested buyer and shall refund the amount received to them from the Purchaser, within one month from the date on which this Agreement shall stand terminated.

6] That, it is specifically understood by the purchaser that if in future the apartment comes under the territorial limits of the NIT and NMC it shall be governed by the rules made applicable at the relevant time by the NIT and NMC and the vendor shall not in any way be held liable for any irregularities as per those rules at that relevant time. It is also specifically understood and agreed by the purchaser that if in future any order is passed by NIT or NMC or town planning or collector to demolish any portion of the building or if any charge by way of penalty is imposed by the above authorities, the purchaser alone shall pay the same and the vendor shall in any way not be responsible for the same.

7] That, as the plot/bungalow/duplex is situated within the limit of the Nagpur Improvement Trust and Grampanchayat Yerkheda and as development of the above said land is within the authority of the NIT/G. P. Yerkheda and therefore the development charges will have to be borne by the NIT/G. P. Yerkheda and therefore the development charges will have to be borne by the Purchaser individual as per the area his own plot/bungalow and as demanded by the NIT/G.P. Yerkheda. The purchaser will have to deposit the development charges with the Nagpur Improvement Trust or with the G.P. Yerkheda within 15 days from the date of the demand. If the purchaser failed to deposit the development charges, demanded within a stipulated time the said plot/bungalow/duplex as well as this deed of sale/agreement to sale shall stand cancelled automatically, without prior notice.

8] That it is specifically agreed by the Vendor that he will not claim any increase in the cost of the said Bungalow if there is any rise in the price of the under-mentioned building materials over the basic rates to the extent of 5%. However, it is agreed by the Purchaser that for every additional rise in price of the building materials (Cement, Steel, Bricks, Metal, Sand) over 5% of basic rates shall be paid by the Purchaser to the Vendors. This additional cost amount over and above the Agreed value shall be worked out taking into consideration total quantity of materials utilized/consumed for the construction of the Bungalow chosen by the Purchaser. It is specifically agreed by the Purchaser that the decision of an Architect of the Vendor shall be final



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