AGREEMENT TO SALE

SUB REGISTRAR OFFICE, NAGPUR (RURAL),

AGREEMENT TO SALE FOR RS. _____/- (RUPEES _____ LAC ONLY)

MARKET VALUE OF RS. _____/- (RUPEES _____ LAC ONLY)

STAMP DUTY OF RS. _____/- (RUPEES _____ LAC ONLY)

THIS AGREEMENT TO SALE IS EXECUTED ON THIS ___TH DAY OF _____ 20__ BETWEEN:

M/S NEEL GAGAN DEVELOPERS, having its registered office at F.C.I.Godown, Chuna Bhatti, Ajni Nagpur, **Pin No. 440015**, **Pan No. AAHFN 8498A**, acting through its Partner namely **SHRI. _____**, Aged about _____ years, occupation : _____, R/o. F.C.I. Godaun, chuna Bhatti, Ajni Nagpur,(hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always means and includes the said PARTNERSHIP FIRM AND ITS PARTNER as well as their respective heirs, successors executors, representatives or administrators, partners, assigns etc.) **OF THE ONE PART, AND**

SHRI. _____, AGED ABOUT _____ YEARS, OCCUPATION:- _____, **PAN NO. _____**, R/O. _____, (hereinafter called the **PURCHASER**, which expression shall, unless repugnant to the context or meaning thereof always means and includes the said **PURCHASER** him/ her/them self as well as heirs, successors, executors, representatives or administrators, assigns etc.) **OF THE SECOND PART.AND**

THAT the **VENDOR** is owned and fully possessed the agricultural lands, which are situated at Mouza-Narsala,P.H.No.37, Khasra no.6-A and Khasra no.6-B, admeasuring 1.25 H.R.(area 3.09 acre) and 0.79 H.R. (area 1.95 acre) class-I, respectively, within the limits of the Gram Panchayat Narsala and Nagpur Municipal Corporation, Thasil – NAGPUR (Rural), and District – NAGPUR,

THAT the above agricultural lands are purchased by the **VENDOR** from Shri. Kothiram Ganpat Nagpure and others and the sale deed is duly registered before the sub-registrar office Nagpur (Rural) no.10, at Sr.no.4333/2012, dt.20.09.2012. As a result therefore **VENDOR** is become an exclusive, absolute and full Owner of the aforesaid

agricultural lands with heritable and transferable rights therein,

THAT the aforesaid entire land bearing Khasra no.6-A and Khasra no.6-B, total area 2.04 H.R. i.e. 20400.00 Sq. Mt. are converted for Non-Agricultural Use by the Collector, Nagpur vide his order Dated 28.03.2012 passed in revenue Case **No 279/NAP-34/2011-2012 of Mouza –Narsala,** Thasil Nagpur Rural, Dist Nagpur and Nagpur Improvement Trust confirmed the same.

THAT thereafter **VENDOR** through original owners was applied to Nagpur Improvement Trust for getting layout sanction map and same is sanction by the Nagpur Improvement Trust and concern authority vide their order dt.28.03.2012. And thereby Nagpur Improvement Trust sanction the plot nos.1,2,3,4 and 5, its admeasuring 2374.37 Sq. Mt., 2160.50 Sq.Mt.,2045.42 Sq.Mt.,1925.13 Sq. Mt. and 3475.33 Sq. Mt. respectively in the Non-agricultural use land, which is situated at Mouza-Narsala,P.H.No.37, Khasra no.6-A and Khasra no.6-B, admeasuring 1.25 H.R.(area 3.09 acre) and 0.79 H.R. (area 1.95 acre) respectively, total area 2.04 H.R. i.e. 20400.00 Sq. Mt. class-I, within the limits of the Gram Panchayat Narsala and Nagpur Municipal Corporation, and District – NAGPUR.

THAT thereafter the aforesaid layout gone within the jurisdiction of Nagpur Municipal Corporation and Nagpur Improvement Trust delegated their power to Nagpur Municipal Corporation as per govt. resolution regarding sanction the building map and building permit. AND,

THAT the **Vendor** later on decided to develop plot **no.3,** admeasuring **2045.42 Sq. Mt. i.e. about (admeasuring 22017.105 Sq. Ft),** in to a RESIDENTIAL and COMMERCIAL ESTATE by constructing a Multistoried building thereon, consisting the various self contained separate Family Units and Row Houses therein. **AND**

THAT accordingly the **Vendor** prepared a plan of Multistoried building, which shall proposed to be construct on the said **plot no. 3** of land and to be known and styled as **" NEEL VIHAR – WING -C "** and same is approved and sanctioned by the **NAGPUR MUNICIPAL CORPORATION** VIDE **BUILDING PERMIT NO. 43/BP/ NARSALA/ TP/N.M.C /202, Dt.27.08.2015. AND**

THAT the **VENDOR** has now decided to develop the **Plot No. 3** Containing by **Admeasurements 2045.42 Sq. Mt. i.e. about (admeasuring 22017.105 Sq. Ft)** situated at Mouza Narsala, bearing Kh. No.6A and 6B, P. H. No. 37, Tah. Distt. Nagpur (Rural/City) in to residential / Commercial Estate As a result therefore the **VENDOR** hereinabove named has now become an exclusive, absolute and full Owner of

the aforesaid property with heritable and transferable rights therein. ***AND***

WHEREAS the purchaser hereinabove named has satisfied himself /herself/themself in respect of the **VENDOR** title to the said property as good, valid and marketable and the purchaser has also seen proposed approved plan of the proposed Multistoried building, which shall constructed on **Plot No.3; AND**

WHEREAS the purchaser being desirous of owning a **FLAT/APARTMENT NO. _____** in the said Multistoried building for his /her/them residential use with heritable and transferable rights therein has approached the vendors and expressed his /her/them desire and willingness to purchased the **UNDIVIDED _____ PROPORTIONATE SHARE** and interest in the said **plot no.3** together with the entire R.C.C. Superstructure comprising **FLAT NO._____** family unit of **"NEEL VIHAR – WING -C".AND,**

WHEREAS considering her / his/them request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the purchaser for a total of **RS. _____/-(RUPEES _____ LAC ONLY)** upon following term and condition:-

NOW THEREFORE it is hereby mutually agreed by and between the parties hereto as follows:-

1. That the **VENDOR** will sell and the **PURCHASER** will buy the **UNDIVIDED _____% SHARE, FLAT NO. _____, ON THE _____ FLOOR** and interest in all that piece and parcel of **plot no. 3, Admeasurements 2045.42 Sq. Mt. i.e. about (admeasuring 22017.105 Sq. Ft)** being a portion of entire land of Mouza- Narsala, bearing Kh. No.6A and 6B, P. H. No. 37, Tah. Distt. Nagpur (Rural/City)together with the entire R.C.C. superstructure comprising **BUILT UP AREA _____ SQ. Mt.,** to be known and styled as **"NEEL VIHAR – WING -C"** situated at village –Narsala, within the limits of Grampanchayat Narsala/ Nagpur Municipal Corporation in Tah -Dist-Nagpur (Rural), and more particularly in the first and second scheduled hereunder written.

2. That the total price agreed is **RS. _____/-(RUPEES _____ LAC ONLY),** which the purchaser has specifically agreed to pay the vendor in the following manner. The costs so agreed are fixed and not subject to any increase inspite of rise in price of various building material over the basic rates.

MANNER OF PAYMENTS

Rs. _____/-(RUPEES _____ LAC ONLY) paid by purchaser to the vendor through Csdh, Dt. _____ towards booking amount,

Rs. _____/-(RUPEES _____ LAC ONLY) paid by purchaser to the vendor through cheque no._____-, drawn on _____ Bank, Dt. ___.___.20__,

Therefore Total amount of Rs. _____/-(RUPEES _____ LAC ONLY) ____%, paid by the purchaser to the vendor towards earnest amount of this agreement the receipt whereof is hereby acknowledged by the vendors.

THAT remaining part consideration of **RS. _____/-(RUPEES _____ LAC ONLY)**, i.e. **___%**, purchaser shall pay through installments , which are written herein under and 1st installment shall be start within 3 months from the date of this agreement proposed to be constructed, otherwise this agreement deemed to be cancelled and earnest amount shall be returned to the purchaser after deduction 10% on the earnest amount, which is paid by purchaser to the Vendor, the purchaser shall pay the installments to Vendor in the following manner, which is as under:-

The purchaser agreed to pay again ___% amount before or at the time of completion plinth to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay again __% amount before casting of ground floor slab to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay again __% amount before casting of 1st floor slab to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay again __% amount before casting of 2nd floor slab to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay again __% amount before casting of 3rd floor slab to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay again __% amount before casting of 4th floor slab to the vendor by way of cheque/cash/ Demand Draft/Bank Finance,

The purchaser agreed to pay remaining __% amount towards paid full and final sale consideration amount, at the time of handing over the actual and physical possession of the flat to the vendors by way of cheque/cash/Demand Draft/Bank Finance,

THAT the purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above.

3. That the vendor **UNDIVIDED SHARE** and interest in all that piece and parcel of land hereby agreed to be sold is free from encumbers and all kinds of whatsoever.

4. That the said property is believed and shall be taken correctly described in the Scheduled hereunder written and be sold subject to the outgoing agreements, restriction and rights of the other co-owners of the remaining undivided share in the said flat of land and the owner of the other built up spaces /premises in the proposed building affecting the same and if any mis-statements , error or omission shall be discovered , the same and if any misstatements error or omission shall be discovered , same shall not annual this contract /agreements but all the same such a misstatements error or omission will always be subjective correction by the parties hereto.

5. That it is understood by the purchaser that the vendor shall remain exclusive in charge of the entire development of the proposed building in all respect without any let, hindrance or interference by the purchaser the said building is construed as per the rules and regulation of the govt. /semi. Govt. in that behalf at present and incase the any authority may change such a norms in future in such event the vendors shall not bounds by the same.

6. That the vendors shall erect and develop the proposed multistoried building consisting of various self-contained separate apartments/flats/Row houses therein strictly in accordance with the plan sanctioned by the Collector/N.I.T./N.M.C. and recommended by the Town planning authority/N.I.T. and specifications mentioned in Annexure A appended thereto. No deviations shall be made in the sanctioned plan. 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 her/him in advance.

7. That, the Vendor has reserved its rights to revise the sanctioned plan subject to approval of the N.M.C. / N.I.T/concern authority.

8. That, the Vendor reserved its rights to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in the relations of the said plot of the land is increased at any future date at in such event the Purchaser shall not prevent or obstruct the Vendor in so utilized and dealing with such additional F.S.I. and in such event the prospective buyers of such additional F.S.I. and in such event the prospective buyer shall also have all the rights of the ingress, right to use the stair case and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportionate undivided share of the plot of the land shall always be subjected to proportionate reduction if some additional

Apartment / shops/Row Houses are constructed thereon by the vendor and in such case the Purchaser shall not claim any proportionate refund of cost price of the land. The Purchaser also further agrees he/ she will not erect any structure either permanent or temporary on the available open space or on the top / terrace of the said building.

9. That, the purchaser has finally chosen to own and possess the Apartment/Flat of proposed building, which is described in IInd Schedule hereunder written.

10. That, the vendor shall complete the said building and make the apartment/Row Houses chosen by the purchaser available for his residential purpose on or about 31.12.2017. but before 31.12.2017 if the Vendor could not be complete the building then purchaser shall extend the 6 months towards grace period for complete the construction and if within grace period also not completed then vendor shall liable to pay Rs.200/- per months towards rent to the purchaser.

11. That, the vendor shall not deliver the actual possession of the said apartment/Row Houses to the purchaser until the charges for installation of the electric and water meter, legal expenses including stamp duty and registration fees and sales tax / turn over, vat tax, service tax, L.B.T. tax and any other tax etc. are paid by him in full to them.

12. That the vendor shall be exclusive in-charge of the construction without any let, 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 her / his apartment/Row Houses with any other engineer or architect or building contractor or advisory agency and such contract, it made by him shall be void and not at all binding upon the vendor.

13. That, during the period of building development the purchaser with two days advance intimation to the vendor may enter upon the said plot of the land for inspection the plans, specifications and building materials, if available0 at site.

14. That for the purpose giving clear title over the apartment chosen by the purchaser and each of other buyers in the said building the vendor has executed Deed of Declaration under sec. 2 of Mah. Apartment Ownership Act **before Sub Registrar Office, Nagpur-7, AT SR.NO.5662/2015 DT.28.08.2015, THE SAID DEED OF DECLARATION** and the Bye Laws appended thereto shall always remain binding upon the purchaser.

15. That, the purchaser agrees to incorporate such terms and conditions stipulations and restrictive covenants in the sale deed and as not said forth herein, but which may

deem necessary or expedite to easement right of the other apartment/Flat/Row Houses owners interest in accordance with the provisions of Mah. Apartment Ownership Act, 1970 and rule made there under.

16. That, the available open space [Excluding the restricted area mentioned in the Deed of declaration], the common area and common facilities as may be provided in the said building shall be common use of all the apartment/Flat/Row Houses owner in the said building and shall always remain undivided and no partition of division of any part thereof will be effected or carried out by the purchaser severally or jointly with any other Row house/ apartment owner or owners.

17. That, in the event of the purchaser committing breach of any other terms and conditions herein contained, this agreement shall *ipso facto* come to an end. The amount till then subscribed by the purchaser towards the construction of the apartments/flats/Row Houses chosen by him shall be refunded to him free of any interest thereon and also after deducting there from some fix sum of Rs.50,000/- by way of liquidated damages within three months from the date, this agreement stands terminated / cancelled and in such event his right to purchase the **UNDIVIDED SHARE** and interest in the said plot of land shall also be extinguish and come to an end simultaneously, as matter of course. In such event the vendor shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said apartment to any prospective /intending buyer without any further notice or reference to the purchaser.

18. That, the purchaser hereby specifically agrees with the vendor in that even after his taking over the actual possession of the apartment/Flat/Row Houses chosen by him, he will not object or prevent or obstruct the vendor in any way in carrying on and completing the work of other flat in the said building and keeping building material on the available open land.

19. That, the purchaser agrees that he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

20. That, the purchaser shall individually pay all the G.P. taxes, and cesse, as may be levied on the apartment chosen by him , from the date of registration of the sale deed or from the date of from his taking over actual possession thereof which ever may be earlier.

21. That, the vendor shall deliver the actual possession of the undivided share and interest in the said plot of the land together with hereby agreed to be sold to the purchaser or him nominees at the time of registration of

sale deed which will be done after the entire building proposed to be constructed thereon is completed in all respect and made available for residential. On Registration of the sale deed pursuant hereto, the purchaser shall hold the said plot of land jointly with the other co-owners thereof and apartment/Flat/Row Houses chosen by him absolutely with the heritable and transferable rights therein.

22. That, the purchaser hereby agreed not occupy the said apartment/Flat/Row Houses without prior written permission of the vendor else he shall be treated as trespasser.

23. That, the vendor thus, hereby agreed with the purchaser on receipt of balance sale price and also upon the payment of electricity and water meter deposit payment of legal charges and other misc. charges, shall be payable at the time of registration and thereafter, vendor will be executed proper sale deed relating to undivided share and interest in the sale plot of the land.

24. That, the purchaser shall pay the proportionate share of N.A. assessment, N.I.T. charges, Nagpur Municipal Corporation charges, service tax, Vat and all other dues to the concerned authority. So also purchaser hereby agreed that he/she/they shall pay the 100/- per sq. Feet. upon their flat/apartment/row houses in addition towards maintenance charges of P.U and Open land for 30 years.

25. That, it is understood by the purchaser the vendor shall display any type of board, sign, banners, etc. on any exterior part of building and for that purchaser cannot obstruct /disturb in any manner.

26. That, it is understood by the purchaser that the proposed development is heterogeneous in nature comprising R.C.C. and bricks works and more particularly described in **ANNEXURE A.**

27. That, the vendor shall not be liable to pay any compensation or make good any defect in the proprietary item used in the constructions of the said apartment/Row Houses and proper claim regarding this shall directly be made by the purchaser to the manufacturers of the said item keeping the vendor indemnified against the same.

28. That, all notices to be served on the purchasers as contemplated by this agreement shall be deemed to have been delivered and served if sent to the purchaser by R.P.Ad. / speed post at her/ his address as described above.

29. That, the construction of said building the vendors agreed to consumes the F.S.I. as per norms and instructions given by the competent authority.

30. That, the purchaser undertakes to notify in writing any change in him address to the vendor.

31. That, all the expenses on account of preparation of all kind of documents costs stamp duty, registration fees and other charges including lawyers fees payable in this respect have been agreed to be born and paid by the purchasers.

32. That, this agreement is subject of the jurisdiction of competent Civil Court, Nagpur.

FIRST SCHEDULE REFERRED TO ABOVE PLOT No. 3,

ALL THAT piece and parcel of **UNDIVIDED _____% SHARE** and interest in all that piece and parcel of **plot no. 3, Admeasurements 2045.42 Sq.Mt. i.e. about (admeasuring 22017.105 Sq. Ft), Mouza -Narsala, bearing Kh. No.6A and 6B, P. H. No. 37,** situated at village – Narsala, within the limits of Grampanchayat Narsala/ Nagpur Municipal corporation in Tah-Dist-Nagpur (Rural), and bounded as under:

East :- Plot no.4;

West :- plot no.2;

North :- Adjacent Khasra No.5;

South :- 12.00 wide Road;

SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT R.C.C. superstructure comprising **FLAT NO._____, BUILT UP AREA _____ SQ. Mt.,** on the _____ **FLOOR** of building proposed to be constructed thereon and to be known and styled as " **NEEL VIHAR – WING -C** " including shares in stair case and balconies of upper floor, and bounded as under:

East :- _____;

West :- _____;

North :- _____;

South :- _____;

IN WITNESSES WHEREOF both the parties named above set their hands and signed the **"Agreement to Sale''** before the attesting witnesses on the day and year written here above.

WITNESSES:-

1)

M/S NEEL GAGAN DEVELOPERS, THROUGH ITS PARTNER NAMELY SHRI. _____,

2) **VENDORS,**

SHRI. _____,

PURCHASER