AGREEMENT OF SALE

Valued at Rs. _____/-
(Rupees _____ Only)

Mouza : SANGAM, (Khairi), Khasra No. 92, Patwari Halka No. 5
Tahsil Hingna , District Nagpur.

THIS AGREEMENT OF SALE is made and executed on this ____ day of _____**, 20_____** at Tahsil _____, District Nagpur, **BETWEEN :**

MESSERS PERFECT CO-OPERATIVE HOUSING SOCIETY LTD., (PAN - _____), a Society Registered under the Maharashtra Co-operative Societies Act., bearing Registration No. _____ , having its Registered Office at _____, Nagpur and **Acting through its President / Secretary, SHRI _____ Son of _____,** aged about _____ years, Occupation : _____, Resident of : _____, **Nagpur – 4400____ (PAN – _____) , Aadhaar No. _____ , Cell No. _____,** hereinafter referred to as the **" OWNERS / DEVELOPERS / PROMOTERS / VENDORS"** which term and expression shall unless repugnant to the context or meaning thereof always mean and include the said OWNERS / DEVELOPERS / PROMOTERS / VENDORS as well as its Office Bearers, legal representatives, executors, administrators, successors, liquidations , transferees and assigns etc. of the **FIRST PART.**

AND

SHRI / SMT. _____, aged about ____ years, Occupation : _____**, (PAN – _____)** , **Aadhaar No. _____,** **Re**sident of : _____, **Nagpur – _____,** hereinafter referred to as the "**PURCHASER/S" w**hich term and expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER/S as well as his heir / their heirs, legal representatives, executors, administrators , successors and assigns of the **SECOND PART. Cell No. _____.**

A. <u>DESCRIPTION OF THE LAND & PROPERTY</u> :

ALL that piece and parcel of Agricultural and bearing Khasra No. 92 originally total admeasuirng 1.34 Hectares of Mouza Sangam (Khairi) , Patwari Halka No. 5, of Class-I Occupancy Rights, Land Revenue Rs. 9.22/- situated within the limits of Grampanchayat Sangam (Khairi), Tahsil Hingna, District Nagpur was originally owned by (1) Shri Damodar Gangaram Fale and (2) Smt. Sheelabai Tulshidas Uke as per revenue records.

WHEREAS out of the said entire land of Khasra No. 92 admeasuirng 1.34 Hectares of Mouza Sangam (Khairi) , Tahsil Hingna, District Nagpur , land admeasuirng 0.14 Hectares was acquired for the Road widening by the Government vide Letter dated 28.06.2000 issued by the Additional Special Land Acquisition Officer, Pench Project , Nagpur. Thus the remaining land admeasuring 1.20 Hectares is recorded in the name of land owners.

AND WHEREAS above named (1) Shri Damodar Gangaram Fale and (2) Smt. Sheelabai Tulshidas Uke being absolute owners of said 1.20 Hectare of land bearing Khasra No. 92 of Mouza Sangam (Khairi) , Tahsil Hingna, District Nagpur further transferred the same for valuable consideration to the OWNERS / DEVELOPERS / PROMOTERS / VENDORS Society herein vide Sale Deed dated 09.12.2016 which is duly Registered at Serial No. 4899 / 2016 in the Office of Sub-Registrar, Hingna, District Nagpur on even date.

THUS the Vendor Society herein became absolute owner and in unobstructed possession of the said land bearing Khasra No. 92 total admeasuirng 1.20 Hectares of Mouza Sangam (Khairi), Tahsil Hingna District Nagpur and its name is duly recorded over the same in all relevant records of the Government .

AND WHEREAS there is no impediments attached , attachments, charge, lien, etc. over the said property and the same legally standing in the name of OWNERS / DEVELOPERS / PROMOTERS / VENDORS herein.

B. **TITLE CERTIFICATE** : The Title of the owners / promoters / developers / vendors herein is duly verified through their Advocate _____ and he has certified that the title of the present owner / developer / promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon and sale the open plots / constructed plots as well as the entire subject matter property or any part thereof . The said Certificate is filed herewith as Annexure - _____.

C. **EXCLUSIVE RIGHT TO SELL AND DEVELOP :**

That, the said land falls under the Residential Zone (R-4) in Nagpur Metro Region and as per the Zoning Certificate dated 13.07.2015 by the Building Engineer (Metro-2), Nagpur Improvement Trust, Nagpur.

That , in the circumstances, the Owner / Developer / Promoter has the exclusive right of plotting of the said land or to develop the said land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of

Property Act. The Owner / Developer / Promoter has applied for and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017 and the same is attached hereto as Annexure - _____.

That, the Owner / Developer / Promoter / Vendor further decided to develop the said entire land bearing Khasra No. 92 by laying individual / independent plots of land for its members for construction of residential houses applied for the NMRDA (Nagpur Metro Region Development Authority) for conversion of said land into Non-Agricultural Residential Purposes and the said Competent Authority vide its Letter / Sanctioned dated _____ forwarded the proposal of conversion and development of said land to the Hon'ble Collector, Nagpur and after considering all the requirements , Hon'ble Collector, Nagpur vide its Order dated _____ converted the said land into Non-Agricultural Residential purposes in Revenue Case No. _____

That, the Owner / Developer / Promoter / Vendor Society further get the layout sanctioned on _____ over the said land from _____ comprising of various individual plots of land for its members.

D. **PURCHASER AGREES TO ACQUIRE : That,** the Purchaser/s herein, is / are in need of residential plot of land for his / her / their residential purpose , after satisfying himself / themselves/ herself as regards to the title of the Owner / Developer / Promoter to the said property and after inspection of the entire documents of title as specified in the above referred title i.e. Annexure _____ and the approved layout of plots and after inspecting the site and satisfying himself / herself / themselves as to the completion of the various phases of work and has now agreed to purchase the Open Plot No. _____ as specified in **SCHEDULE –A** written hereinafter (hereinafter referred to as the "said Plot") , the Purchaser/s has / have agreed to acquire Plot No. ____ admeasuring about _____ Hectares / Sq. Mtr. OR Sq. Ft. at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "The said Plot " and is more particularly described in the SCHEDULE hereunder written and marked in **"RED"** Colour on the Plan **"SCHEDULE-B"**

E. **INSPECTION OF TITLE DOCUMENTS / PLANS / LAYOUTS:**
That, the Purchaser/s has / have demanded from the Owner / Developer / Promoter / Vendor Society and the Owner / Developer / Promoter / Vendor Society have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts , in respect of the said Plot and the common areas, amenities and specific rights therein as hereby agreed to be sold.

F. **INDEPENDENT VERIFICATION OF TITLE BY PURCHASER/S** : The Purchaser/s has / have, before the execution hereof , had the title of the Owner

/ Developer / Promoter / Vendor Society thereto independently verified through the legal Counsel / Advocate of the Purchaser/s and the Purchaser/s has / have satisfied himself / herself / themselves that the same is free from all encumbrances and is good , clear and marketable.

G. CONSIDERATION :

After being satisfied with the Title as above , the Purchaser/s herein made an offer to the Owner / Developer / Promoter / Vendor Society to purchase the said Plot in accordance with the approved layout of plots and with the said intention deposited a sum of **Rs. _____/- (Rupees _____ only) vide Cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch,** being the part payment out of the lumpsum total Sale price of **Rs. _____/- (Rupees _____ only)** against and in consideration of the said Plot agreed to be sold by the Owner / Developer / Promoter / Vendor Society to the Purchaser/s as an advance payment, the payment and receipt of which advance amount , the Owner / Developer / Promoter / Vendor Society in such name and as per their directions, the entire balance of the sale price in the manner as mentioned in the **SCHEDULE –E** hereunder written and which payment is deemed to be the essence of these presents.

NOW THEREFOR IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER AND THESE PRESENTS WITNESSETH AS FOLLOWS :

1. PURCHASE AND SALE OF THE PLOT :

1.1 The Purchaser/s has / have agreed to acquire and Owner / Developer / Promoter / Vendor Society has agreed to sell the said Open Plot No. _____ admeasuring _____ Sq. Mtr. OR Sq. Ft. and the right to construct thereon as per sanction plans to the Purchaser/s for the lumpsum consideration and on the terms and conditions set out hereinafter and which Plot is more particularly described in the SCHEUDULE –A and specified in Plan SCHEDULE-B hereunder written .

1.2 The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications , which are set out in the ANNEXURE - _____ hereunder written.

2. CONSIDERATION :

2.1 **LUMP SUM CONSIDERATION AND EXCLUSIONS :**

As mentioned above , the Owner / Developer / Promoter / Vendor Society agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase from the Owner / Developer / Promoter / Vendor Society the said Open Plot No. _____ inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of Rs. _____/- (Rupees _____ only) and the Purchaser shall make the payment of the said in the name of " _____ " or such other name as may be specified from time to time by the Owner / Developer / Promoter / Vendor Society and the said consideration amount is excluding

expenses for stamp duly and registration fees, GST and all other taxes, expenses etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.2. **TIME PERIOD FOR POSSESSION** :

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner / Developer / Promoter / Vendor Society before _____ on receipt of the entire amount of the purchaser price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within _____ days / months { u/s. 19 (10) } of the Owner / Developer / Promoter / Vendor Society giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.3 **DELAY IN HANDING OVER POSSESSION BY OWNER / DEVELOPER / PROMOTOR /VENDOR SOCIETY :**

It is agreed between the parties hereto that if the Owner / Developer / Promoter / Vendor Society fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in Clause 2.2 hereinabove or within further mutually agreed period [and a period of _____ days / months thereafter] or if the Owner / Developer / Promoter / Vendor Society of its Agents for reasons beyond its control are unable to give possession of the said plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner / Developer / Promoter / Vendor Society shall without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act., 2017 and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT / LAYOUT :

Commencing the week after Notice in writing is given by the Owner / Developer / Promoter / Vendor Society to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the said is reached by the Purchaser/s from the Owner / Developer / Promoter / Vendor Society , the Purchaser/s hereby agree/s and bind/s himself / herself / themselves to pay to the Owner / Developer / Promoter / Vendor Society, charges for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS :

The Owner / Developer / Promoter / Vendor Society on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in the said layout, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act., 1960 or such other body as may be deemed fit by the Owner / Developer / Promoter / Vendor Society of which all the Purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION :

The Purchaser/s of the Plot / Plots agreed to be sold hereunder and all the other purchasers in the said land / layout shall not have any right to made sub-division of the Plot and always subject to the applicable rules , regulations and by-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces , open spaces and the said entire land and the rights of the Purchaser/s are confined only to the Plot / Plots hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS :

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner / Developer / Promoter / Vendor Society of all the plots on the said land , then in such case, the Owner / Developer / Promoter / Vendor Society shall join in the Ultimate Body as members holding such unsold plots and as and when such plots are sold to third party at the discretion of the Owner / Developer / Promoter / Vendor Society , the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payments.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER / PROMOTER / VENDOR SOCIETY :

The Promoter / Owner / Vendor Society hereby represents and warrants to the Allottee / Purchaser as follows :-

(a) The Owner / Developer / Promoter / Vendor Society has clear and marketable title with respect to the project land / Plot , as described in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project. The Owner / Developer / Promoter / Vendor Society has also obtained the necessary N.A. permission from competent authority ;

(b) The Owner / Developer / Promoter / Vendor Society has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report.

(d) There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report.

(e) All approvals, licenses and permits issued by the competent authority with respect to the Project / Project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project / project land and said building shall be obtained by following due process of law and the Owner / Developer / Promoter / Vendor Society has been and shall , at all times, remain to be in compliance with all applicable laws in relation to the Project / Project land, buildings and common areas.

(f) The Owner / Developer / Promoter / Vendor Society has to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right , title and interest of the allottee created herein, may prejudicially be affected.

(g) The Owner / Developer / Promoter / Vendor Society has not entered into any agreement for sale and / or development agreement or any other agreement arrangement within any person or party with respect to the project land including the project and the said plot which will in any manner affect the rights of Allottee under this Agreement .

(h) The Owner / Developer / Promoter / Vendor Society confirms that the Owner / Developer / Promoter / Vendor Society is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s / Allottee in the manner contemplated in this Agreement.

(i) The Owner / Developer / Promoter / Vendor Society has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities.

(j) No Notice fro the Government or any other local body or authority or any legislature enactment government ordinance, order, notification including any notice for acquisition or requisition of the said property has been received or served upon the Owner / Developer / Promoter / Vendor Society in respect of the project land and / or the Project except those disclosed in the title report .

(k) The Owner / Developer / Promoter / Vendor Society shall obtain all such insurance as may be notified by the Government of Maharashtra.

(l) Title of land as a part of real estate project .

8. PAYMENT OF STAMP DUTY / REGISTRATION FEES / EXPENSES :

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable o this Agreement and all documents executed by the Owner / Developer / Promoter / Vendor Society pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Project / Complex which may be executed by the Owner / Developer / Promoter / Vendor Society or Consenting Party in favour of the Association / Condominium / Society of the Plot purchasers in the said project.

9. ENTIRE AGREEMENT :

This Agreement alongwith its schedules and annexure, constitutes the entire agreement between the parties with respect of the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment / plot / building as the case may be.

10. FURTHER ASSURANCES :

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. ADDRESS FOR SERVICE :

That all notices to be served on the Allottee / Purchaser/s and the Owner / Developer / Promoter / Vendor Society as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered Post A.D. and notified E-mail ID / Under Certificate of Posting at their respective addresses specified below :

Name of the Allottee / Purchaser/s : _____
Address : _____
Notified E-mail ID : _____ .

Name of Owner / Developer / Promoter / Vendor Society: _____
Address : _____
Notified E-mail ID : _____

It shall be the duty of the Allottee / Purchaser and the Owner / Developer / Promoter / Vendor Society to inform each other any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner / Developer / Promoter / Vendor Society or the Allottee / Purchaser/s as the case may be.

12. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably by following conciliation proceedings . In case of failure to settle the dispute amicably , the same shall be decided as per the provisions of the Real Estate (Regulation and Development Act., 2016Rules and Regulations thereunder .

13. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ Courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

LIST OF ANNEXURE

Annexure –"A" :	Title Certificate .
Annexure – "B" :	7/12 Extract.
Annexure – "C"	Approved Layout of Plots .
Annexure - "D" :	Authenticated copy of the approved layout showing specific plot subject matter of these presents .
Annexure-"E"	List of Common Areas and Amenities to be provided under these presents.
Annexure- "F":	Registration Certificate of the Project granted by the RERA.

SCHEDULE –A OF THE PROPERTY

ALL THAT piece and parcel of land bearing **Plot No. _____, admeasuring _____ Sq. Mtr. (East –West : _____Mtr. X North-South _____ Mtr.) in the proposed / sanctioned layout of land** bearing **Khasra No. 92** of Class – I Occupancy Rights, total land admeasuring 12000.00 Sq. Mtr. Patwari Halka No. 5, Land Revenue Rs. 8.26/- of **Mouza : SANGAM (Khairi),** within the limits of Grampanchayat Sangam (Khairi) , Tahsil Hingna, District Nagpur and the said Plot No. _____ is bounded as under:

TO the East :
TO the West :
TO the North :
TO the South :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this **AGREEMENT OF SALE** before the attesting witness on the day, month and year hereinabove **FIRST WRITEEN.**
WITNESSES:

1. _____

VENDOR
Messers Perfect Co-op. Hsg. Soc. Ltd
Through its
President / Secretary

2. _____

(Shri / Smt. _____)
ALLOTTEE / PURCHASER/S

That, the Vendor Society shall sell and the Purchaser/s shall purchase the said **Plot No. _____** admeasuirng _____ Sq. Mtr. for total agreed consideration of **Rs. _____/- (Rupees _____ only)** paid and agreed to be paid by Purchaser/s to the Vendor Society as above.

1. That, the Vendor Society shall sell, transfer, convey the said plot more specifically described in the **SCHEDULE** hereunder written to the Purchaser/s free from all encumbrances, attachments, claim, demand of whatsoever nature and from the same shall release and discharge the Purchaser/s.
2. That, it is specifically agreed and assured by the Vendor Society that it / they shall get the said layout duly sanctioned in all respects from the NMRDA / concerned Authorities and also obtain Release Letter of said Plot No. _____ well before execution and registration of Sale Deed.
3. That, the Purchaser/s has / have visited and inspected the said property and is satisfied himself of the size and physical status of the said **Plot No. _____ chosen by him / her / them.**
4. The Vendor Society assure to the Purchaser/s that they have good, valid, and marketable title to the said property and have absolute right and authority to deal with the said property and plots thereon and the said property is not subject to any Court litigation and there is not any prohibitory orders, stay or injunction, mandatory or temporary for sale of said property.
5. That, the property hereby agreed to be sold is not mortgaged, gifted or transferred to anybody by the Vendor Society here before and no person have any right, title or interest in the said property except the Vendor Society .
6. That, the Purchaser/s shall be entitled to mutate his/her / their name/s on the said Plot in all Government and Semi-Government, Grampanchayat records after the execution and registration of Sale Deed and Vendor Society shall support and co-operate the Purchaser/s to get his / her / their name duly mutated in all concerned records at the costs of Purchaser/s.
7. The Vendor Society declares that the said property is not affected by any scheme of acquisition or requisition of any authority .
8. That , the Plot of land hereby agreed to be sold and transferred shall be taken to be correctly described in the **SCHEDULE** hereunder written and if any misstatement, error or omission is discovered subsequently, such error, misstatement or omission shall not annul this Agreement , but all the same such mis-statement, error or omission shall be subject to correction by the parties.
9. That, the Vendor Society shall deliver the actual physical, peaceful and vacant possession of the said property to the Purchaser/s at the time of execution and registration of Sale Deed after the payment of entire agreed consideration as stipulated above togetherwith all relevant documents.
10. That, the Vendor Society is well aware about the fact that the Purchaser is availing Loan from his / her / their Bankers and the Society / Vendor shall supply all the concerned documents of its title to the Purchaser/s for the same.
11. It is clearly understood by the Purchaser/s that it is his / her / their responsibility to pay the Grampanchayat Taxes, Non-agricultural assessment and all other out going in respect of Plot of land chosen by him /her / them from the date of taking over possession and / Sale Deed whichever is earlier.
12. That, the Vendor Society shall execute and register the Sale Deed in respect of said Plot No. _____ hereby agreed to be sold in the name of Purchaser/s or his / her / their nominee **on or before _____** and in case the Vendor Society fail to complete the required documents for registration of Sale Deed **on or before _____**, the parties hereto will extend the period for registration of Sale Deed with their mutual consent and in that event the

period for the payment of balance consideration will also extended till such period.

13. The expenses for stamp duty, registration fee, legal fees for preparation of the documents, expenses incidental to the registration of Agreement and Sale Deed shall be borne and paid by the Purchaser/s.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land bearing **Plot No. _____, admeasuring _____ Sq. Mtr. (East –West : _____Mtr. X North-South _____ Mtr.) in the proposed / sanctioned layout of land** bearing **Khasra No. 92** of Class – I Occupancy Rights, total land admeasuring 12000.00 Sq. Mtr. Patwari Halka No. 5, Land Revenue Rs. 8.26/- of **Mouza : SANGAM (Khairi),** within the limits of Grampanchayat Sangam (Khairi) , Tahsil Hingna, District Nagpur and the said Plot No. _____ is bounded as under:

TO the East :
TO the West :
TO the North :
TO the South :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this **AGREEMENT TO SELL** before the attesting witness on the day, month and year hereinabove **FIRST WRITEEN.**

WITNESSES:

3. _____

VENDOR
Messers Perfect Co-op. Hsg. Soc. Ltd
Through its
President / Secretary

4. _____

(Shri / Smt. _____)
PURCHASER/S