AGREEMENT OF SALE OF
APARTMENT i.e. SHOP NO.-----
SALE DEED VALUED AT RS. ----------/-

AS PER GOVERNMENT R.R. VALUED AT RS. ----------/-
VOLUME NO. ……, PAGE NO……
FLAT NO.---------- i.e. **SHREE KRUPA COMPLEX** OF --

FLOOR HAVING BUILT –UP AREA (Including Super Built-up Area) ----------
---------- SQ.FT. AND UNDIVIDED SHARE OF LAND ---------- % i.e. -
---------- SQ.MT.SITUATED ON PLOT NO. 4 FIELD SURVEY NO. 36/1
MAUZA No.28 OF MOUZA SAMUDRAPUR, TAHSIL – SAMUDRAPUR ,
DISTT – WARDHA

THIS DEED OF AGREEMENT TO SALE OF APARTMENT made and executed at Samudrpur on this _day of July, 2017 **BY AND BETWEEN SHREE GRUPA COMPLEX ,** a firm acting through its

1.RAJENDRA S/O RAMESHRAO DAGWAR **,** Aged about 43 years, Occupation : Business, PAN- APOPD7748D R/o – Samudrpur Maharashtra, Tahsil ,Samudrpur District Chandrapur, Hereinafter referred to and called the **"VENDOR"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **VENDOR** as well as his heirs, legal representatives, successors, administrators, executors, assigns etc. of the **ONE PART**

A N D

Mr. _____Age ------- About---------- years, Occ: ---------- r & PAN no. ---------- R/o –
Hereinafter referred to and called the **"PURCHASER"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PURCHASER** as well as their heirs, legal representatives, successors, administrators, executors, assigns etc. of the **SECOND PART WHEREAS** the Vendor decided to develop the aforesaid plots jointly into a RESIDENTIAL ESTATE by constructing a multistoried building thereon consisting of various self contained separate Apartments therein **AND**
WHEREAS perchaser the first part has accordingly prepared a Plan of multistoried building propose to be constructed on the said plots and which was duly sanctioned by the competent authority i.e. Nagar Panchayat Samudrpur vide order Reg. no. 189 / 2019 dated 25.06.2019, **AND**

WHEREAS The VENDOR after sanction of building plan/permit, started the construction work of a Multi-stored building on the said plot consisting self contained residential Flats/Apartments for the purpose of allotment and sale to and in favor of any prospective buyer/s, reserving rights to get the said building plan it revised/reveries, if required. **AND**

WHEREAS the PURCHASER being desirous to own a residential Apartment/Flat in the said building, approached the VENDOR and requested to sale him an Apartment/Flat in the said building and after due inspection of plan, design, spot, etc. and after further satisfaction of the title of the Vendor, approved the plan of the propose building and further selected **FLAT No**. -------- at ----------nd Floor of the said building, having undivided % i.e. Sq. Mt. share and interest in the said plot
no. 1 together with the entire RCC superstructure comprising Flat No. …….. on …….. Floor of a building.

WHEREAS considering his/her request the VENDOR agreed to allot and sale the said Apartment to the PURCHASER as desired by him/her against the valuable consideration amount of Rs. /- (Rupees …….
Lacks Only) subject
to certain terms and conditions agreed by the PURCHASER; **AND**
WHEREAS the parties hereto, had due deliberations and discussions, consequences thereof, the parties arrived to execute this Agreement for Sale as under:

NOW, THEREFORE, THE AGREEMENT TO SALE OF APARTMENT WITNESSETH AS FOLLOWS:

1. ALLOTMENT/SALE OF APARTMENT

1.1 Against the valuable consideration amount of Rs. …….. (Rupees …… Only) the **VENDOR** has sell to the **PURCHASER** and **PURCHASER** has purchase from the **VENDOR** ALL THAT R.C.C. Structure comprising of residential flat no. ……containing by admeasurements of Super Built-up area …… Sq.mt. (i.e. …… Sq.Ft) , which includes Balcony area, covered and open parking area, , common area of staircase, lobby at …… Floor of the building/scheme known and styled as **"SHREI KRUPA COMPLEX "** particularly described in the Schedule-B written hereunder as part and parcel of present deed, bearing constructed on ALL THAT piece and parcel of Plot No. 4 of Field Survey No. 36/1 of Mauza No.28 duly converted for non agricultural purpose by the order of Nagar Panchayat Samudrpur in revenue case no. 1242 / O D No /2018-19 total admeasuring 462.90. Sq.mt of Mouza Samudpur Mouza No. 28, within the limits of Nagar Panchayat Samudrpur , Tahsil Samudrpur and District Wardha with rights to hold total 462.90 Sq.mt. out of which …….% i.e. ……. sq Mt of undivided variable proportionate share and interest in the said piece of land particularly described in the Schedule "A" written hereunder as part and parcel of present deed.

MANNER OF PAYMENT

1.2 The PURCHASER has agreed to pay Rs. ----------/- (Rupees ----------Only) to the VENDOR towards the consideration amount against the allotment/transfer of said Apartment/Flat in his favor out of which he has paid booking amount of earnest money of Rs.---------- /- (Rupees……. …….Only) paid by cheque no. …….on date: ----------

The remaining amount is agreed to be paid by purchaser to the Vendor as follows:
Rs.---------- /- Through the cheque dated no drawn on ---------- Bank.----------

Rs----------. /- Through the cheque dated no.----------drawn on Bank.----------

(It is understood by the purchaser that if the above mentioned cheque stand bounced due to any reason this sale agreement will automatically cancel)

The balance consideration of Rs.---------- /- is agreed to be paid within 30 days from the date when the flats will be ready to deliver possession.

The total payable consideration amount of Rs----------. /-(Rupees ----------Lacks Only) as per this Agreement comprises the value of undivided land share and building cost and cost of specification as mentioned in the schedule B.

1.3 The purchaser has agreed to pay Rs.---------- /- (Rs---------- thousand only) before the execution of the sale deed as the society charges to be utilized for the maintenance of the building. Till formation of the society the said amount will be laying with the Vendor. And beside the above said amount if society or **VENDOR** will demand for any extra amount per month for maintenance of building and common utility then in that case that amount will be paid by the **PURCHASER** without avoidance regularly. And if any delay in payment of per month maintenance then the above mention party can demand for penalty also.

1.4 CONSEQUENCES OF NON-PAYMENTS OR DELAYED PAYMENTS:

The PURCHASER knows; agrees and understand that timely payment being the essence of contract, all the payments shall be made by him timely as per aforesaid schedule and in the event of non-payment or any defaults of payment, for any reasons whatsoever including the PURCHASER failing to secure the financial assistance timely from the financial bank/institutions for any reasons whatsoever, the VENDOR, in its sole and absolute discretion may grant grace period in writing of 15 days in due, subject to payment of interest @ 24% p.a. by way of damages, however, in the event of any delay beyond the grace period, the VENDOR shall be free and entitled to cancel the allotment including agreement at the cost and risk of PURCHASER and allot or grant the said Apartment/Flat to any person or persons at any terms and forfeit the amount equal to 75% of the amount paid by the PURCHASER without any prior intimation or notice to the PURCHASER to which the PURCHASER shall have no objection.

2. COVENANTS OF THE VENDOR WITH THE PURCHASER:

2.1 It is clearly agreed that for any reason if the title is not passed to the vendor from the confirming party then the purchaser will be entitled to recover entire amount paid by him to the vendor with the prevailing rate of bank interest on saving account.

2.2 The **VENDOR** do hereby assure the purchaser to transfer good, valid and marketable title and absolute right to the **PURCHASER** by way of sale deed to the property, more particularly described in the Schedule 'B' hereunder written after receipt of full consideration amount as well as all other charges, expenses, etc., the VENDOR shall hand over the vacant peaceful possession of said Apartment/Flat to and in favor of the PURCHASER, at the cost of PURCHASER

2.3 It is understood that the vendor under takes to provide facility by construction of necessary tank and water pipeline for the water supply under the scheme known as Jivanpradhikaran. It will up-to the purchaser to apply for the connection of water supply under the said scheme. Or if society/vendor can direct purchaser for taking new connection of water supply at his own cost then purchaser will have to follow the direction of them but the bill payment of Jivanpradhikaran water supply will pay in equal sharing including purchaser or as per the direction or decision of society.

3. COVENANTS OF THE PURCHASER WITH THE VENDOR

3.1 The PURCHASER has verified and inspected all the relevant deeds and documents as to right, title and authority of the VENDOR/ CONFIRMING PARTY also the specifications, design, plan etc. respecting the said property. He also has personally seen and verified the spot and site. The PURCHASER is fully satisfied with the right, title and authority of VENDOR /CONFIRMING PARTY as well as the condition, type, user and specifications of the said property and facilities in the said complex and after being so satisfied, the PURCHASER has agreed to purchase it. A copy of each and every documents including the specifications, design, declaration deed, plan, and also a draft of proposed sale deed has been furnished and handed over to the PURCHASER and he acknowledge the same. Hereinafter, it shall not be open for the PURCHASER to question the rights, title and/or authority of the VENDOR /CONFIRMING PARTY before any forum or to make any claim in respect thereof, nor shall PURCHASER make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof.

3.2 The **PURCHASER** shall be liable to become member(s) of an association of persons which will be formed by the Apartment/Flat owners of the said entire building in view of aforesaid Declaration Deed and the laws governing the maintenance and use of Apartments including rules, regulations, bye-laws etc. of such an association, as to use and enjoyment of the Apartment/Flat and common facilities on proportionate expenses and other purposes shall be binding to the **PURCHASER.**

3.3 The **PURCHASER** understand and agree that he shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, maintenance charges, any sums for providing any facilities or amenities in the said building or on account of any other expenses such as tax on works contracts, VAT, service tax, sale tax or any other tax or any other expenses including fine, dues, charges on any account as it may be determined and demanded by the **VENDOR** or any other concerned authorities after sale deed also.

3.4 The **PURCHASER** shall always keep the said Apartment/Flat in as good repairs and habitable conditions and shall always use the same for residential purpose only.

3.5 The **PURCHASER** shall not erect any superstructure either temporary or permanent upon the available open space or on the top/terrace of the said building or to make any alterations, modifications or changes to the said Apartment/Flat which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever.

3.6 The **PURCHASER** understand, agree and confirm after the complete inspection of his flat and complete building he satisfied that the specifications, facilities and amenities in the said building are as per his wishes and desires to his full satisfaction in all respects. The **PURCHASER** shall always abide by the building regulations of the Nagar Parishad and/or any other concerned Authority.

3.7 The leakage of bathroom, W.C., kitchen etc. if any, in the said Apartment/Flat, which may cause nuisance to the other owners/occupants, shall be get repaired by the **PURCHASER** at his own cost at earliest. Similarly, the **PURCHASER** shall allow access to his apartment/flat to the **VENDOR** or any owner/occupant of any other apartments in the said complex, for the purpose of any repairing work etc.

3.8 The **PURCHASER** shall not throw any garbage, dirt or water on the open space, and shall use dust bins at his own cost and further shall not nor shall use the balconies, if any, for washing and/or urinating to the annoyance of the other owners/occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the entire building without any reservation. The **PURCHASER** shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said building and further shall not do any act which will impair or damage the said building or complex as a whole or party in any manner whatsoever. The **PURCHASER** shall not be entitled to keep any animal in the said Apartment/Flat, nor shall obstruct the way of passages etc. by putting coolers or in any manner whatsoever.

3.9 The **PURCHASER** shall hold the undivided variable proportionate share in land jointly with other owners and shall never claim the division or partition of the same, nor the **VENDOR** shall be liable for it.

3.10 The **VENDOR** shall be free and at liberty to carry on the further construction work of the said building to which the **PURCHASER** shall not interfere or obstruct. The **VENDOR** shall be free to change/revise/re-revise the existing building plan or design including amalgamation, division or clubbing of any Apartment/s, land for any reasons to which the **PURCHASER** shall have no objection or claim of any sort and the **PURCHASER** shall be liable to sign or execute any deed or document or plan or design as the **VENDOR** may desire. However, the **VENDOR** shall not make any such change/revision/rerevision so as to minimize the carpet area of Apartment/Flat hereby allotted and sold. The **VENDOR** further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the **PURCHASER** shall have no objection and shall be liable and responsible to allow the **VENDOR** to have access in the said Apartment/Flat for any purpose or to make arrangements for electricity supply, water supply, staircase or any other purpose through or under the walls or roof of said Apartment/Flat by making required arrangements therein.

3.11 The **VENDOR** shall be free and at liberty to consume the full F.S.I. or land presently available and also which may be made available under any scheme by constructing many apartments/flats etc. or to dispose off the F.S.I. or land to any person or persons of its choice or to enjoy the benefits of T.D.R. Scheme or any other scheme. The **PURCHASER** hereby undertake, agree and understand that in case

of any increase in the F.S.I. or use of land by the **VENDOR,** the undivided variable proportionate share and interest in the said piece of land of the **PURCHASER,** shall stand reduced in accordance with the increase in F.S.I. or use of the land.

3.12 The **PURCHASER** know and agree that the **VENDOR** shall have a right to allow display Hoardings/Neon-signs on the top of the terrace of the complex for advertisement or use any portion of terrace for installation of any machinery, equipments for telecommunication, ATM, Mobile phone services etc. to which the **PURCHASER** shall have no objection for such display. The electrical supply of this display shall be from common meter to be installed for the complex; however, electricity consumption charges for that purpose shall be born and paid by the user/s.

3.13 It is understood by the **PURCHASER** that the work of construction is heterogeneous in nature comprising of RCC and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further, it is agreed by the **PURCHASER** that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the **PURCHASER** for such variations.

3.14 It is understood and agreed by the **PURCHASER** that due to heterogeneous nature of construction and construction joints between masonry and concrete, concrete slap or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the **PURCHASER** separately. It is also understood and agreed by the **PURCHASER** that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to **PURCHASER** for such happenings.

3.15 It is also well within the knowledge of the **PURCHASER** that heir cracks and joint cracks in the construction work is a very common feature caused due to specified kind of soil such black cotton etc., as such the **PURCHASER** understand, agree that any hair crack in the Flat shall not be treated or considered as any defect and the **VENDOR** shall not be held responsible for any such common or regular things.

3.16 The **PURCHASER** understand and agree that the subject to declaration deed as to reservation of open space/terrace, or any reservation made otherwise by the **VENDOR,** the staircase/s, stairways, lift, passages, land, main gates, top most terrace, pump with electrical motor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the **PURCHASER** subject to further reservations, if any, made by the **VENDOR** and no owner/occupant of any Apartment including the PURCHASER shall be entitled to the exclusive use of any part or portion of the same and no person including the **PURCHASER** shall be entitled to the personal exclusive use or enjoyment of any particular land, terrace, machinery, lift, equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.

3.17 The **PURCHASER,** understand and agree that besides the reservation of open space/terrace made in the above referred Declaration Deed, the **VENDOR** shall be free and at liberty to allow for his flat or any particular Apartment/Flat **PURCHASER** to use the open space and any one parking out of ----------(----------) individual parking or the terrace to which the **PURCHASER** shall have no objection or claim of any kind whatsoever.

3.18 The **PURCHASER** understand, know and agree that he and his members shall not be entitled to use in any manner whatsoever the terrace and/or the open space which is exclusively allotted or to be allotted to any particular owner/s, as per aforesaid declaration deed or otherwise.

3.19 The letters, receipts and/or notices issued by the **VENDOR** and dispatched under certificate of posting to the address of the **PURCHASER** mentioned in this Agreement shall be sufficient proof of receipt of the same by the **PURCHASER** and shall effectually discharge the **VENDOR** of any obligations of this Agreement.

3.20 The **PURCHASER** undertakes to notify in writing any change in his address to the **VENDOR.**

3.21 During the subsistence of this Agreement, the **PURCHASER** shall

not be entitled to transfer his any rights or interest in the said property or to otherwise alginate with the same in any manner whatsoever without prior written permission of the **VENDOR** for which the **VENDOR** reserves rights and may allow subject to transfer fee of at least Rupees---------- Thousand and such other terms as

may be deemed fit and agree to execute the sale deed in the name of any nominee/s of the **PURCHASER** as the **PURCHASER** may request.

3.22 The **PURCHASER,** understand and agree that even after making full and final payment towards consideration amount, he shall not take the possession of said Apartment/Flat without obtaining the possession letter from the **VENDOR** and in case of the **PURCHASER** having occupied the said Apartment/Flat without such possession letter the possession and occupation of the **PURCHASER** shall be illegal and unauthorized. However, in the event of the **PURCHASER** having taken the possession of said Apartment/Flat during the construction work of said building, the **PURCHASER** shall not obstruct the further construction work in any manner and the **PURCHASER** shall be exclusively liable for all kinds of risk and consequences of having taken the possession without authority.

3.23 After this execution of required conveyance deeds, the **PURCHASER** shall be liable to get the property in question mutated in his name in all relevant records at his cost and pay Ground rent, Corporation Taxes, cess, charges fee, duty, electricity charges, water charges and all other charges, expenses, etc., payable for his Apartment/Flat from the date of execution of conveyance deed or the **PURCHASER** receiving the possession of said Apartment/Flat whichever is earlier, regularly as may be levied by the Concerned Authorities. However, until the separation of such charges/taxes/ other expenses, or the same not being severable, the **PURCHASER** shall be liable to bear and pay such all kinds of charges and expenses including taxes, etc. proportionately to the **VENDOR** until the association of apartment owners is formed and after formation of association he shall pay such charges to the association as may be so assessed, determined and demanded.

3.24 The **PURCHASER** understand agree that the construction work is expected to be completed by the **VENDOR** by the time as referred above provided that the prospective buyers of the premises make the payment of the stipulated installment in time and the construction work is not interrupted or disturbed due to non-availability of building materials, laborers strike, natural calamities, emergencies and other unavoidable circumstances beyond the control of the **VENDOR.**

3.25 The **PURCHASER** know and agree that in case any extra work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne

proportionately by the **PURCHASER** along with the other **PURCHASER** in the said complex and if any extra construction amenities or facilities are required and demanded by any particular **PURCHASER** for his own premises, other than that as provided under this Agreement, the cost thereof shall be borne and paid by the **PURCHASER** individually in addition to the consideration agreed as above.
That, the **PURCHASER** understand and agree that all required deeds and documents shall be got prepared by the **VENDOR** to which the **PURCHASER** shall have no objection. However, all kinds of expenses for the purpose of execution and registration of sale deed or other deeds or documents shall be born and paid by the **PURCHASER.** The **PURCHASER** further understand, agree and undertake that the **VENDOR** shall be fully entitled, free and at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not included in this Agreement, to regulate the use and enjoyment of the common rights, facilities, amenities, etc., to which the **PURCHASER** shall have no claims or objection and agree upon any such conditions.

3.26 The **PURCHASER** understand that this sale transaction and consideration amount is relating to build up area of the Apartment under sale and the super built up area of Apartment/Flat is mentioned only for the purpose of calculation of rights in common services, etc. which includes internal dimensions of all rooms, kitchen, drawing, dinning, bath, W.C., internal passages, exclusive space, balcony area, parking as well as share in common areas, services, parking etc. and the consideration amount is settled for whole Apartment/Flat under sale with share in common areas, services, etc. irrespective of its area/measurement which has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annual this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto.

3.27 The **PURCHASER** understand and agree that the **VENDOR** shall not be liable or responsible to bear or pay any charges, expenses relating to the sale transaction with the **PURCHASER** on any account whatsoever and in case the PURCHASE is required to bear or pay any charges or expenses dues to any legal requirement or other compulsions, the **PURCHASER** shall indemnify, compensate and reimburse the **VENDOR** against any or all such charges, expenses, etc.

3.28 The **PURCHASER** understand and agree that upon his specific undertaking and agreeing to comply with all terms and conditions of this Agreement the **VENDOR** has agreed to allot/sell the Apartment/flats in favor of the **PURCHASER** otherwise, the **VENDOR** would have not entered this agreement. And after that it is a strict duty of **PURCHESER** to Sell, Transfer or give on rent above mentioned property on the above mentioned condition or otherwise the sale, Transfer, rent or any other transaction will be illegal null and vide and Society/ vendor have rights to cancel the above transaction and take position of above mentioned property.

SCHEDULE 'A' OF PROPERTY REFERRED ABOVE

3.29 ALL THAT piece and parcel of land consisting of Plot No. 4-B Survey No. 36/1 and Mauza No.28 having is converted for non agricultural purpose by the order of Nagarpanchayat Samudrpur in revenue case no. 1242-189 /2018-19 total admeasuring 462..90 Sq.mt of Mouza Samudrpur), Mouza No. 28, within the limits of Nagar Panchayat Samudrpur Tahsil Samudrpur and District Wardha.

The Plot No. 1 are jointly bounded as under

Towards East – Survey no 36/2
Towards West – Layout Road
Towards North – Layout plot 4-A.
Towards South – Samudrpur To Dahegaon Road

SCHEDULE 'B' REFERRED TO ABOVE

3.30 All that R.C.C. STRUCTURE comprising of residential Apartment/ Flat No. containing by admeasurements of Super Built-up area _____Sq.ft., which includes Balcony area, open and covered parking area, separately for every flat owner for parking of one four wheeler only, area of servant quarter, common area of staircase lift and lobby on ….. Floor of the building being constructed on the

piece and parcel of land as described in the above Schedule 'A' with rights to hold---------- % i.e.Sq.mt undivided variable proportionate share and interest in the said piece and parcel of land.
And as flat no. which is on---------- floor and is bounded as shown below
On East side –
On West side –
On North side –
On South side –
On Above –
On Below –
IN WITNESS WHEREOF THE PARTIES HERETO have set and subscribed their respective hands, put their signature and executed this AGREEMENT OF SALE OF APARTMENT / FLAT at Wardha in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

Rajendra R.Dagwar

(Vendor)

(Purchaser)

WITNESS
1.----------

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