

AGREEMENT TO SALE

(RUPEES FOR RS. _____ /- ONLY)

MARKET VALUE RS. _____ - /- ONLY

(as per Sheet No. 359/5, City Survey No. 45, Mouza Dighori
Rate Rs. 45,000/- stamp duty paid Rs. _____ /-)

THIS AGREEMENT TO SALE is made on this _____ Day of _____ 2017,

BETWEEN :

M/S GAJANAN DEVELOPERS a Partnership Firm through their Partner 1) **SHRI VIDYADHAR S/O WAMANRAO RAMBHAD** aged 38 Year, Occ: Business, (PAN NO. AENPR2653F) R/o Mahal, Nagpur 44032 2) **SHRI NAMDEORAO SITARAMJI ASHTANKAR** aged 54 Year, Occ: Business, R/o Mahal, Nagpur 440032 (PAN NO. AHTPA9021B) 3) **SHRI NISHANT ANNAJI CHAUDHARI** aged 39 Year, Occ: Business, R/o Dakshinamurty chowk, mahal Nagpur Golibar Chowk, Nagpur, 440032 (PAN NO. BOPPP6301F) Nagpur, Tahsil and District NAGPUR,, **VENDOR** (hereinafter referred to & called as **VENDOR**, which term shall mean & include, unless contrary to the reference or meaning thereof, the said Vendees, their heirs, legal representatives, successors, assignees, executors, agents etc.) **FIRST PART;**



AND

Contd. . . .

1. _____ AGED _____
Years, Occur Business, (PAN No. _____) Mobile No. _____ R/O
_____ hereinafter called the **PARTY**

NO. 2 which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTY NO. 2**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**

WHEREAS All that piece and parcel of the land consisting of land situated at Mouza Dighori, Bearing Consolidated Plot No. 7 and 8, Patwari Halka No. 34 A Pardi Circle, Ward No. 21, Nagpur situated at Khasara No. 8/1, and 8/2 in the layout of Jai Gruh Nirman Sahkari Sanstha Ltd. Nagpur, admeasuring 542.064 Sq. Mtrs (5834.776 Sq. Fts.) Sheet No. 359/5, City Survey No. 45, with within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur. That initially / originally was an Agricultural land which was purchased by the ADawasi Samaj Unnati Gruh Nirman Sahakari Sanstha Ltd. Nagpur, the said society has prepared the layout and sold the plots to various person.

That out of the said layout the plot No. 7 sold to Smt savita Suresh Wankar by Shri Madhukar Vishwanath Chamt by virtue of registered sale deed dated 12.4.2001 vide registered sale deed registered at Sr. No. 2275 in Additional book no. 1, volume no. 388 page no. 196 to 199 and presented at Sr. No. 2353 and since while executing the sale deed dimension of the plot was wrongly mentioned and therefore the correction deed was executed on 7.2.2014 which is registered at Sr.No. 766/ 2014 with SRO No. 4 And Whereas the said property was situated in the unauthorized layout and therefore the owner applied to the Nagpur Improvement Trust and the said authority released the said property by virtue of the letter dated 26.2.2014 bearing permit No. BE(E)/ 720.

Whereas the vendor become the absolute and sole owner of the said property, with all the heritable and transferable rights, title over the property by virtue of registered sale deed dated 6.3.2016 which was duly registered at Sr. No. 1278 /2016 which is registered at Book NO.1, with SRO No. 3.

That similarly out of the said layout the plot No. 8 sold to Smt savita Suresh Wankar by Shri Madhukar Vishwanath Chamt by virtue of registered sale deed dated 16.4.2001 vide registered sale deed registered at Sr. No. 2289 in Additional book no. 1, volume no. 389 page no. 72 to 75 and presented at Sr. No. 2367 and since while executing the sale deed dimension of the plot was wrongly mentioned and therefore the correction deed was executed on 7.2.2014 which is registered at Sr.No. 767/ 2014 with SRO No. 4 And Whereas the said property was situated in the unauthorized layout and therefore the owner applied to the Nagpur Improvement



Trust and the said authority released the said property by virtue of the letter dated 26.2.2014 bearing permit No. BE(E)/ 721.

Whereas the vendor become the absolute and sole owner of the said property, with all the heritable and transferable rights, title over the property by virtue of registered sale deed dated 6.3.2016 which was duly registered at Sr. No. 1277 /2016 which is registered at Book NO.1, with SRO No. 3.

WHEREAS said owner decided to developed the said property and therefore he has obtained Building permit of Building and Commencement Certificate plan sanction by the Nagpur Improvement Trust vide **Building Permit No. B.E.(SOUTH) / CASE NO. AB -0358 / TRACKING NO. 2016011526 / 690 DATED 5.2.2016** and Revised map . Building Permit No. B.E.(SOUTH) / **CASE NO. AB -3434 / TRACKING NO. 2016112332 / 577 DATED 18.4.2017** and thus the vendor has got full rights over the said property being the absolute owner of the said property and have every right to transfer the said property.

WHEREAS the Vendors/Party No. 1 here in above named is the absolute owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in his name in all relevant records; AND

WHEREAS for cogent reasons and good causes the Vendor / Party No. 1, who is engaged in the business of Development of properties, construction of Apartment schemes, and Buildership Activities, have now decided to develop the aforesaid property into fully RESIDENTIAL APARTMENT known as "**SIDDHI VINAYAK APARTMENT**" shall consist of The Ground floor shall be used for exclusive Parking and the remaining First, Second, Third and Fourth Floor shall consists of individual APARTMENTS All the Floor Apartments are capable of individual utilization on account having their exits to a common area and facilities of the Building AND;

WHEREAS the Purchaser/Party No. 2 here in above named has satisfied herself / himself in respect of the Vendor's title to the said property as good, valid, Transferable and marketable ; AND

WHEREAS the Purchaser/Party No. 2 has also seen and approved the plan of the proposed Multistoried building; AND the party No. 2 has provided all the documents of title deeds, Deed of Declaration, property Card, Tax Receipts, Building permit with Sanction plan etc. and is satisfied with the said Scheme and its construction and title.

WHEREAS the Purchaser/Party No. 2 being desirous of owning an Residential Apartment / Unit in the said Multistoried building with heritable and transferable rights therein has approached the VendoParty and expressed her/his desire and willingness to purchase the Undivided share and interest in the said plot of land TOGETHERWITH



the entire R.C.C. Superstructure comprising Residential Apartment / Unit No. ____ on the ____ FLOOR of a building proposed to be constructed on the said Plot of land and after detailed negotiations the Vendor Party has agreed to sell the same to the Purchaser and the Purchaser has also specifically agreed to Purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost of construction thereof to the Vendor Party upon the following terms and conditions.

NOW THEREFORE IT IS HERBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREBY AS FOLLOWS :-

IN RESPECT OF PROPORTIONATE SHARE AND INTEREST IN THE SAID PLOT OF LAND

- 1) That the PARTY No. 2 has seen/approved the plans of the proposed building, and also has satisfied itself in respect of title of the PARTY NO. 1 to the said property as good, valid, marketable and the PARTY NO. 2 has accepted the same.
2. That the PARTY NO.1 will sale and party No. 2 will purchase undivided Share of land relatable to the net Built up Area of the said Apartment herein after referred as "UNIT" for a valuable consideration detailed in the Schedule of Payment, appearing hereinafter, where in the manner & mode of payment are detailed
3. That the PARTY NO. 1 shall deliver the actual physical possession of the undivided share in the land relatable to said Unit, to the PARTY NO. 2 at the time of the Registration of the Sale Deed and also unless full payment is made or received by the Vendor, which will be executed and registered only after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. After registration of the Sale Deed, the PARTY NO. 2 shall hold the same, jointly with the other "UNIT" Owners.
4. That the PARTY NO. 2 shall pay proportionate share of the Corporation Taxes & all other Taxes dues whatsoever, accruing or payable in respect of his/her undivided share & interest in the land and the said "UNIT" with effect from the date of Sale Deed, or from the date of possession whichever is earlier.
5. That on obtaining the Sale-Deed of the proportionate Undivided Share along with interest in the said Plot Of Land & the Residential Apartment / Unit (jointly called 'the said Unit') hereby agreed to be sold, the same will be held by the PARTY NO. 2 with heritable & transferable rights therein, subject to the restrictions as may be imposed for the better enjoyment by other "UNIT" Owners.

IN RESPECT OF THE CONSTRUCTION OF THE "UNIT" CHOSEN BY THE PARTY NO-2

1. That inclusive of the cost of the undivided share & interest in land relatable to the said unit but exclusive of the deposits and charges for installation of electric and water meters, Tax as per the Works Contract Act, Service Tax and all the Taxes in future impose as payable as per the government, Local Bodies or competent



Authority's direction the cost of construction of the said unit is estimated as detailed in Schedule of Payment appearing hereinafter, agreed to be paid by the PARTY NO. 2 to the PARTY NO.1. The PARTY NO. 2 agrees to bear the proportionate cost of transformer to be fixed for supply of electricity if insisted by the M.S.E.B.

2. That The PARTY NO. 2 shall pay the installment strictly on the dates/stage completion, mentioned in the Schedule of payments hereinafter. It is hereby specifically agreed between the parties hereto, that TIMES IS THE ESSENCE OF THIS CONTRACT and therefore, no extension of time shall be granted to the PARTY,NO. 2 in case of non payment of any of the installment stipulated in the Schedule of payments.

3. That the PARTY NO. 1 shall erect & build the proposed complex, consisting of various self contained separate Units / Apartments in accordance with the specifications.

4. That the PARTY NO. 3 shall complete the said Unit & make the said Unit available for the occupation to the PARTY NO. 2 on or before **31st July, 2018** from the date of agreement, subject only to Vis Major and Government Policies and availability of the construction materials in the open market, provided that the Purchaser has followed the Payment Schedule strictly. The completion of "UNIT" shall mean the completion of Civil Work and SHALL NOT include the Electricity and water Connections to be given by the respective Authorities and also the work kept unfinished on the requisition of the Purchaser for facilitating her/him to do the furnishings or any other work, which is not specified in this Agreement. The purchaser shall bear the Electricity Meter Installation and Transformer Charges.

5. That the PARTY NO. 1 shall not deliver the possession of the said Unit to the PARTY NO. 2, until & unless the entire cost of the said Unit, as agreed & stipulated in the Schedule of Payment and also the Works Contract/Sales Tax, Service Tax, VAT are paid by the PARTY NO. 2 to the PARTY NO. 1. The Purchaser shall pay all dues and take possession within 15 days after PARTY NO. 1 giving written intimation to the Purchaser informing her/him that the "UNIT" is completed and is ready for occupation.

6. That during the period of building construction, the PARTY NO. 2 may, with due intimation to the PARTY NO. 1 may come to building, for inspecting the site / Building plans etc., if available on site.

7. That the PARTY NO. 1 shall be exclusively in charge of the construction, in all respect of the said complex, without any let or hindrance interference by the PARTY NO. 2 or any other contractor or person/s claiming through or under the PARTY NO. 2. Further it is also agreed that under no circumstances, the PARTY NO. 2 shall enter into any Building Contractor in respect of the said unit with any other engineer, Architect, building contractor or any Advisory or Supervision Agency & such contract. If so entered into by the PARTY NO. 2 shall be VOID & SHALL NOT BE BINDING on the PARTY NO. 1 in any respect whatsoever. The PARTY NO. 1 shall, wherever possible,



provide best amenities solely at the request of the purchaser who shall have to pay additional cost for the same, in advance.

8. That the time for payment of each of the instalment as stipulated in the Schedule of payment hereto, is the essence of this contract as mentioned above. However, without prejudice to their rights, the PARTY NO. 1 may grant a grace period of one month, from the due date and in such event, the PARTY NO. 2 shall be liable to pay damages @18% per annum on the unpaid balance, from the date of default till the date to actual payment thereof, to the PARTY NO. 1. It is further understood by the PARTY NO. 2 that he/she will not be entitled to claim such grace period in case of more than 2 occasions, during the stipulated period.

9. That in case the PARTY NO. 2 fails to pay the amounts as stipulated in the Schedule of Payment or commits any breach of the terms and conditions hereof, then this Agreement shall be terminable at the option and discretion of the PARTY NO. 1 and the PARTY NO. 1 shall be free to deal in the said property, without any further reference to the PARTY NO. 2 and the PARTY NO. 1 shall refund to the PARTY NO. 2 after deducting there from, an amount equivalent to 50% of the total cost of the said property as liquidated damages within one month from such termination in the discretion of the PARTY NO. 1. It is hereby also agreed, that under such circumstances, the PARTY NO. 2 shall not be entitled to any interest, damages etc, under any nomenclature whatsoever.

10. That the PARTY NO. 1 shall not be responsible for delay in sanction / disbursement of "Loan" to purchaser for any reasons whatsoever in such case, the purchaser shall not be entitled to any concession in the penalty payable by her/him on delayed payments. In the event of non payment of the said amount as mentioned in the schedule of payment the agreement deems to be canceled.

11. That the PARTY NO. 2 hereby specifically agrees with the PARTY NO. 1 that even after taking the actual possession of the said unit, the PARTY NO. 2 will not object or prevent or obstruct the PARTY NO. 1 in any way, in carrying on and from completing the work of other "UNIT" in the said Building and also for storing keeping the building materials on the available open land.

12. The parties hereto, further agree as that the "UNIT" Complex shall named and styled as **"SIDDHI VINAYAK APARTMENT."**

13. That the available open space and the common areas and facilities as may be provided in the said "UNIT" Scheme, shall be of common use of all the Unit owners in the complex and shall always remain undivided and no portion or division or any part thereof be effected or carried out by PARTY NO. 2 severally, or jointly with other unit owners or owner. That the right of distribution of open terrace and spaces to individual purchasers is reserved by the PARTY NO. 1.

14. That PARTY NO. 2 shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the COMPLEX even if the F.S.I relating to the said plot of Land is increased at any subsequent date due to any reason whatsoever, it shall be the sole and exclusive right of PARTY NO. 1, to



consume and utilize such enhanced F.A.R / F.S. I without being required to pay any compensation either to the Association of "UNIT" Owners jointly or sever any, under any nomenclature whatsoever. The parties also understand hereto, that the Terrace, which would be formed in the proposed "UNIT" scheme, shall always belong to the PARTY NO. 1 and he can utilize the said as per the wishes of vendor.

15. This Agreement shall be subject to the Jurisdiction of Nagpur and It is agreed between the parties that whenever there is any kind of dispute arose between the parties to the agreement arising out of the agreement during the subsistence of this agreement and thereafter also the same shall be referred to the sole Arbitrator nominated by the party no. 1 appointed by the Vendor. It is further agreed that decision by the said sole arbitrator is final and binding on the parties.

16. That the property hereby agreed to be sold, shall be correctly described in the Schedule hereto and shall be sold, subject to the outgoing Agreements, Restrictive Covenants and Right of Co-owners and PARTY NO. 1 in respect of the remaining Undivided Share and proposed building, affecting the same and the owners of the other built up space/premises, in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same SHALL NOT ANNUL this contract, nor shall the purchaser thereby become entitled to any compensation under any nomenclature whatsoever, but all same; such misstatement, error or omission shall always be subject to correction, by the Parties hereto.

17. That all expenses for the preparation, drafting, printing, stamp-duty, registration fees, out-of-pocket expenses etc., shall be borne exclusively & solely by the PARTY NO. 2 in respect of this Agreement, & the Sale Deed etc.

18. That the PARTY NO.2 shall also be liable to pay all the amount of the Sales Tax, Works Contract Tax, Service Tax, VAT or any other tax or Cess (if any) as may be levied by the Government, in respect of the said Unit of Vendee, as and when communicated by the Builders.

19. The construction cost of the said unit is estimated on the basis of the Specifications and the basic rates as mentioned above AND the same is calculated on the basis of plan which may exactly the same as mentioned in the agreement but not the final and the party is hereby agreed to pay the additional if any payable on the completion of the Apartment / Unit to the party no.1. Further agreed that if any increase in rates of the material required for the construction or any thing in respect of the said flat in that case the party No.2 unconditionally agree for payment of additional amount other than the agreed under this agreement but in no case is shall be decreased to the agreed amount of sale of the Apartment. . That the Party No.1 agreed to provide the following facilities while constructing the Apartment / Unit;

20. The Party No. 2 understands that the proposed construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications mentioned in Annexure. It is understood by the Party No. 2 that any shortcomings inherent to the heterogeneous nature of construction like those



due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects. Further it is agreed by Party No. 2 that on account of practical constraints there will be made an allowance of 5% variation on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the Party No. 2 for such variation.

21. It is understood and agreed by the Party NO. 2 that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if at all occurs will be borne and paid by the Party No. 2 separately. It is also understood and agreed by the party No. 2 that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage/seepage through them if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Party No. 2.

22. The Party No. 1 may entirely at it's own discretion permit and allow to Party No. 2 to occupy the said "UNIT" even when the Party No. 2 has not paid all her/his dues to Party No. 1, but for this purpose, the Party No. 2 must obtain a written permission to occupy the said "UNIT" from the Party No. 1. It is specifically agreed by the party No. 2 that if she/he occupies the said "UNIT" without such written permission from the Party No. 1, it shall be treated as trespasser. The Party No. 2 hereby agrees that she /he shall in no case occupy the said "UNIT" without prior written permission from Party No.1.

23. The party No. 1 shall not be liable to pay any compensation to make good if any defect in the proprietary items used in the construction of the said "UNIT" and proper claim regarding this, shall directly be made by the Party No.2 to the manufacturer of such item keeping Party No. 1 indemnified.

24. That the Party No. 2 hereby authorizes and empowers the Party No. 1 to sign on her/his behalf any applications, documents etc. required for smooth implementation of the agreement and also to sign revised building plans if any, and to execute and register all agreements, deed of declaration, deed of apartment, sale deed, etc. in respect of the property specified in Schedule hereunder. This will be treated as General Power of Attorney and adequate stamps are affixed on this agreement for the said purpose.

25. All notices to be served on the Party No. 2 as contemplated by this agreement shall be deemed to have delivered and served if sent to Party No. 2 by registered post or under certificate of posting at her/he address specified below



SIDDHI VINAYAK APARTMENT
"Plot No.7 and 8,
Jai Gruh Nirman Sahakari Sanstha,
Dighori, Nagpur"

The Party No. 2 undertakes to notify in writing any change in above address to the Party No. 1.

26. The Party No. 2 shall bear charges of modification to the "UNIT" chosen by Party No. 2, but if such changes or modification shall tantamount to deviation from the plan, then in such event PARTY No. 2 shall alone be responsible for any action, penalty, or compounding fee taken/ imposed/levied by the competent Authority and she /he shall always keep the Party No.1 indemnified against the same

27. That for the purpose of giving clear title over the said property (consisting of undivided share and interest in the land/FSI and the said unit chosen by the Party No.2) and to the other Purchasers/buyers in the said "UNIT" scheme the Party No.1 has executed a **Deed of Declaration** in respect of the said "UNIT" Scheme which has been duly registered in the office of the Sub-Registrar Nagpur- 1 at Sr. No. 5.10.2016 Registered at Sr. No. 6619 which is duly registered in the office of the Joint Sub-Registrar, Nagpur - 3 in Book No. 1 consists of total 37 pages therein. Thus the said "UNIT" scheme will be submitted to the provisions of the "MAHARASHTRA 'UNIT' OWNERSHIP ACT, 1970. The correction Deed to the correction deed is executed on 13.07.2017 at Sr. No. 4592/2017 at SRO No. 3 Nagpur. The party No.2 agrees to execution and registration of Deed of Declaration by the Party No.1 in capacity as The Grantors and the Party No.2 agrees to abide by the terms and conditions in such deed of declaration.

28. That the phrases used in this agreement viz.; 'Party No. 1 and Party No. 2' whether used in singular or plural shall besides themselves shall always mean and include their heirs, legal representatives, assignees, successors, agents and servants and all person/s claiming through or under them respectively and the contents of this agreement shall be equally binding on them also, unless repugnant to the context or meaning hereof.

SCHEDULE OF PAYMENTS (Cost of Proportionate undivided Share and Interest in the said Plot of Land with construction)

- | | | |
|----|-------------|--|
| 1. | Rs. _____/- | 20% to be paid At the time of Booking and Agreement of sale of Flat. |
| 2. | Rs. _____/- | 10% to be paid at the time plinth |
| 3. | Rs. _____/- | 30% to be paid at the time of RCC Structure completed |
| 4. | Rs. _____/- | 30% Brick work completed |
| 5. | Rs. _____/- | 5% to be paid at the time Tiles work and Painting |
| 8. | Rs. _____/- | to be paid at the time of Sale deed. |



Rs. _____/- TOTAL (RUPEES _____ ONLY)
=====

It is specifically agreed between the parties that in the event of non payment of an amount the instant agreement stands cancelled automatically and the Vendor is free to sell the said property to third party and further agreed that in the event of any of the cheque for the payment of above amount is dishonored in that event the agreement stands canceled)

"SCHEDULE A"

All that piece and parcel of the land consisting of land situated at Mouza Dighori, Bearing Consolidated Plot No. 7 and 8, Patwari Halka No. 34 A Pardi Circle, Ward No. 21, Nagpur situated at Khasara No. 8/1, and 8/2 in the layout of Jal Gruh Nirman Sahkari Sanstha Ltd, Nagpur, admeasuring 542.064 Sq. Mtrs (5834.776 Sq. Fts.) Sheet No. 359/5, City Survey No. 45, with within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District Nagpur". Which is commonly bounded as below.

Towards East	:	Road
Towards West	:	Layout of other society
Towards North	:	Plot No. 6
Towards South	:	Plot No. 9

SCHEDULE "B"

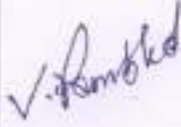
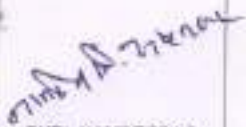
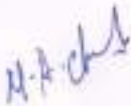
DESCRIPTION OF THE UNIT

ALL THAT R.C.C. superstructure, comprising of residential "UNIT" No. ____ on ____ FLOOR covering a built up area of ____ Sq. Meter of the building to be known and styled as **SIDDHI VINAYAK APARTMENT** being constructed on the aforesaid plot together with ____ % (proportionate) undivided share and interest in the aforesaid property described and bounded as mentioned above:

IN WITNESS WHEREOF the VENDOR, AND PURCHASER herein above named have hereto set their respective hands and signed this AGREEMENT TO SALE at NAGPUR in presence of the attesting witnesses signed as on the day first above written.

(DRAFTED BY ADVOCATE SACHIN WALEKAR)



WITNESSES	PHOTOGRAPH	THUMB (LEFT)	SIGNATURE
1.			M/S GAJANAN DEVELOPERS (PARTNER) 
	SHRI VIDYADHAR RAMBHAD	SHRI VIDYADHAR RAMBHAD	SHRI VIDYADHAR S/O WAMANRAO RAMBHAD
2.			M/S GAJANAN DEVELOPERS (PARTNER) 
	SHRI NAMDEORAO SITARAMJI ASHTANKAR	SHRI NAMDEORAO SITARAMJI ASHTANKAR	SHRI NAMDEORAO SITARAMJI ASHTANKAR
			M/S GAJANAN DEVELOPERS (PARTNER) 
	SHRI NISHANT CHAUDHARI	SHRI NISHANT CHAUDHARI	SHRI NISHANT CHAUDHARI
			(PURCHASER)

