AGREEMENT FOR SALE
OF APARTMENT

VALUED AT RS. _____/-
AS PER GOVERNMENT R.R. VALUED AT RS. _____/-
STAMP DUTY OF RS. _____/- PAID HEREWITH
KHASRA NO. 135, OF MOUZA – GODHNI (RLY),
TAHSIL NAGPUR (RURAL) & DIST. NAGPUR.

THIS DEED OF AGREEMENT FOR SALE OF APARTMENT made and executed at Nagpur on This __ Day of ____ 2017.

BY AND BETWEEN

SHRI SAI ASSOCIATES
Acting through and represented byproprietor
SHRI SUDHIR S/O. BABURAOJI KALE
[PAN ADGPK6846B]
Aged about 63 years, Occupation – Business,
R/o. 13, Shivsudha Apartment, Pandey Layout, Nagpur – 440025.
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 it's/his respective heirs, legal representatives, successors, administrators, executors, partners, assigns etc. of the **ONE PART;**

AND

1. **_____**
Aged about __ years, Occupation – _____ (**PAN _____**)

R/o. _____.
Hereinafter jointly referred to and called the **"PURCHASER/S"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PURCHASER/S**, as well as their

respective heirs, legal representatives, successors, administrators, executors, assigns etc. of the **OTHER PART**.

Where the context so requires, words and expression referring to the parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS; the VENDOR is sole and absolute exclusive owner and in the possession of ALL THAT piece and parcel of land consisting of Plot No. R3containing by admeasuring North – South 50.00 Mtrs X East – West 30Mtrs = 1500 Sq. Mts. (16146 Sq.Fts) out of Khasra No. 135, Patwari Halka No. 12 of Mouza – Godhani (Rly), ward No. 1, Tahsil Nagpur (Gramin) & District Nagpur, having purchased the same from Sheikh Mohammad Sheikh, Sheikh MustakShekhjiShaikh and Ku. Sultana ShekhjiShaikh, as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 10 bearing serial/registration No. 1630/2003 dated 22/04/2003.

AND WHEREAS; the VENDOR is engaged in the business of development of properties, constructions and builder ship activities.

AND WHEREAS; the VENDOR, having found the said plots suitable for development of the same in to a residential estate, purchased the same as per above mentioned sale deed.

AND WHEREAS; the said layout is under regularization of and after payment of development/regularization charges, the said plot has been regularized and released by Nagpur Improvement Trust as per release letter/permit No. AE /Metro-1/65 dated 30/01/2013.

AND WHEREAS; the VENDOR, for construction of a multi storied building, got sanctioned a building Plan/permit from Nagpur Improvement Trust for construction, vide building plan/permit No. BE(Metro)/South/Nagpur (Rural)/Case No. MB-1827/2016060716/923 dated 08/09/2016 .

AND WHEREAS; the said building/complex has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by virtue of a Declaration Deed duly registered in the office of the than Sub-registrar, Nagpur- 7 , bearing serial/registration No. 8578/2016 dated 17/11/2016 , therefore the provisions of said Act shall apply for all purpose including Stamp Duty etc., as may be applicable as per law.

AND WHEREAS; the VENDOR after sanction of building plan/permit, started the construction work of a Multistoried building on the said plot consisting self-contained residential Flats/Apartments for the purpose of allotment and sale to and in favour of any prospective willing buyer/s, reserving rights to get the said building plan it

revised/reveries, if required. The said building/complex is known as **"OM ATHARVA APARTMENT" .**

AND WHEREAS; the PURCHASER/S, being desirous to own a residential Apartment/Flat in the said building, approached the VENDOR and requested to allot him an Apartment/Flat in the said building and after due inspection of plan, design, spot etc., they choose Apartment/Flat No. ____ at _____ Floor of the said building.

AND WHEREAS; the VENDOR also agreed to allot and sale the said Apartment/Flat to the PURCHASER/S as desired by PURCHASER/S, against the valuable consideration amount of Rs. ____/- (Rupees _____ Only) subject to certain terms & conditions agreed by the PURCHASER/S.

AND WHEREAS; the parties hereto, had due deliberations and discussions, consequences thereof, the parties arrived to execute this Agreement for Sale.

NOW, THEREFORE, THE DEED OF AGREEMENT FOR SALE OF APARTMENT WITNESSES AS FOLLOWS :-

1. **ALLOTMENT/SALE OF APARTMENT**

1.1 Against the valuable consideration amount of Rs. _____/- (Rupees _____Only)the VENDOR have agreed to allot and sell to the PURCHASER/S and the PURCHASER/S have agreed to purchase from the VENDOR, ALL THAT R.C.C. Structure consisting a residential Apartment/Flat No. ____ containing by admeasurements of ___Sq. Mts. carpet area at FourthFloor of the building/scheme known and styled as **"OM ATHARVA APARTMENT"** particularly described in the Schedule 'B' written hereunder as part and parcel of present deed, constructed on ALL THAT piece and parcel of land consisting of Plot No. R3containing by admeasuring North – South 50.00 Mtrs X East – West 30Mtrs = 1500 Sq. Mts. (16146 Sq.Fts) out of Khasra No. 135, Patwari Halka No. 12 of Mouza – Godhani (Rly), ward No. 1, with rights to hold 12.214% undivided variable proportionate share and interest in the said piece of land, Tahsil Nagpur (Gramin) & District Nagpur, more particularly described in the Schedule 'A', written hereunder as part and parcel of present deed.

1.2 MANNER OF PAYMENT OF BOOKING/EARNEST MONEY

The PURCHASER/S have agreed to pay Rs. _____/- (Rupees _____Only)to the VENDOR towards the consideration amount against the allotment/transfer of said Apartment/Flat in their favour out of which he has paid

booking amount or earnest money of Rs. _____/- (Rupees _____ Only) as per the following manner of payment.

MANNER OF PAYMENT

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Total Rs. _____/- (Rupees _____ Only)

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The receipt of Rs. _____ (Rupees _____ Only) as aforesaid is hereby acknowledged, admitted and confirmed by the VENDOR, subject to realization of the cheques/pay orders, for the payments made by way of cheques/pay orders, as earnest money/booking amount.

1.3 The PURCHASER/S have further agreed to pay balance amount of Rs. _____/- (Rupees _____Only) as per following schedule of payment.

SCHEDULE OF PAYMENT OF BALANCE AMOUNT

a)	30%	To be paid at the time of completion of Plinth level.
b)	25%	To be paid at the time of completion of 1st slab.
c)	10%	To be paid at the time of completion of 2nd slab.
d)	10%	To be paid at the time of completion of 3rd slab.
e)	10%	To be paid at the time of completion of 4thslab.
f)	10%	To be paid at the time of completion of 5thslab.
g)	5%	To be paid at the time of registration/execution of sale deed/possession letter.

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Total Rs. _____/- (Rupees _____Only)

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1.4 CONSEQUENCES OF NON-PAYMENTS OR DELAYED PAYMENTS

The PURCHASER/S knows, agrees and understand that timely payment being the essence of contract, all the payments shall be made by them timely as per aforesaid schedule and in the event of non-payment or any default of payment, for any reasons whatsoever including the PURCHASER/S failing to secure the financial assistance timely from the financial bank/institutions for any reasons whatsoever, the VENDOR, in its sole and absolute desecration, may grant grace

period of 15 days in each installments due, however, in the event of any delay beyond the grace period, the VENDOR shall be free & entitled cancel the allotment including agreement at the cost and risk of PURCHASER/S and allot or grant the said Apartment/Flat to any person or persons at any terms and forfeit the amount equal to 25% of the amount paid by the PURCHASER/S, without any prior intimation or notice to the PURCHASER/S to which the PURCHASER/S shall have no objection.

2. **COVENANTS OF THE VENDOR WITH THE PURCHASER/S**

2.1 The VENDOR has good, valid and marketable title and absolute right and full authority to convey, assign and transfer the said property to the PURCHASER/S by way of sale, more particularly described in the Schedule 'B' hereunder written.

2.2 The VENDOR shall convey and transfer a good and valid title to the PURCHASER/S respecting the said property and after receipt of full consideration amount as well as all other charges, expenses etc., the VENDOR shall handover the vacant peaceful possession of said Apartment/Flat to and in favour of the PURCHASER/S, at the cost of PURCHASER/S.

2.3 The VENDOR, after receipt of full consideration amount as aforesaid, arrears of taxes, cess, ground rent and other contributory charges, dues, etc. from the PURCHASER/S, shall execute the required Conveyance Deed/Sale deed of the apartment in favour of the PURCHASER/S or any other person/s, being the nominee/s of the PURCHASER/S, in terms of this agreement as the PURCHASER/S may request.

2.4 The work for Apartment/Flat is expected to be completed by end of June 2018, the VENDOR shall hand over the actual physicalpossession of the said Apartment/Flat to the PURCHASER/S by that time subject to receipt of full and final consideration amount in term of this agreement.

3. **COVENANTS OF THE PURCHASER/S WITH THE VENDOR**

3.1 The PURCHASER/S have verified and inspected all the relevant deeds and documents as to right, title and authority of the VENDOR and also the specifications, design, plan etc. respecting the said property. They also have personally seen and verified the spot and site. The PURCHASER/S are fully satisfied with the right, title and authority of VENDOR 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/S have agreed to purchase it. A copy of each and every documents including the specifications, design, plan, and also a draft of proposed sale deed has been furnished and handed over to the PURCHASER/S and they acknowledge the same.

3.2 The PURCHASER/S undertakes to form an association of all the flat owners and decisions of such an association, as to use and enjoyment of the Apartment/Flat & common facilities on proportionate expenses and other purposes shall be binding to the PURCHASER/S.

3.3 The PURCHASER/S know & agree that the present consideration amount is fixed and settled in view of the prevailing rates of building materials and labor charges etc., therefore, in case of any increase of more than 5% in the cost of building material and/or labor charges etc. all the buyer/s including the PURCHASER/S herein shall be liable to pay the difference of such increased rates, but in no case the price settled shall stand decreased.

3.4 The PURCHASER/S understand that the VENDOR shall engage and appoint it's own engineers, architects and other experts for the purpose of completion of work of the said building and complete the building under his exclusive supervision and control to which the PURCHASER/S shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the PURCHASER/S shall be free & entitled to visit the spot and verify the work from time to time at any reasonable working hours.

3.5 It is well within the knowledge of the PURCHASER/S that providing electricity connection shall not be the liability or responsibility of the VENDOR, however, at the request of the prospective buyer/s including the PURCHASER/S, the VENDOR may secure electricity connection for each Apartment/Flat and common water connection provided that all the buyer/s including the PURCHASER/S pay, without any delay or avoidance for any reasons whatsoever, such sums on account transformer, providing room for that purpose, load ancillary charges, SLC charges, deposits and all other expenses etc. separately as may be determined and demanded by the VENDOR and/or concerned authorities.

3.6 The PURCHASER/S understand and agree that they 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.

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

3.8 The PURCHASER/S 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. The PURCHASER/S understand, agree and confirm that the specifications, facilities and amenities in the said building are as per their wishes and desires to his full satisfaction in all respects. The PURCHASER/S shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, and/or any other concerned authority.

3.9 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 got repaired by the PURCHASER/S at their own cost at earliest. Similarly, the PURCHASER/S shall allow access to their apartment/flat to the VENDOR or any owner/occupant of any other apartment/s in the said complex, for the purpose of any repairing work etc.

3.10 The PURCHASER/S shall not throw any garbage, dirt or water on the open space, and shall use dust bins at their 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/S 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/S shall not be entitled to keep any animal in the said Apartment/Flat without proper authority, nor shall obstruct the way of passages etc. by putting coolers or in any manner whatsoever.

3.11 The PURCHASER/S 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 shall the VENDOR be liable for it.

3.12 The VENDOR shall be free and at liberty to carry on the further construction work of the said building to which the PURCHASER/S 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/S shall have no objection or claim of any sort and the PURCHASER/S 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/re-revision so as to minimize the carpet up area of Apartment/Flat here by agreed to be 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/S 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.

3.13 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/S 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/S, shall stand reduced in accordance with the increase in F.S.I. or use of the land.

3.14 It is understood by the PURCHASER/S that the work of construction is heterogeneous in nature comprising of R.C.C. 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/S 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/S for such variations.

3.15 It is understood and agreed by the PURCHASER/S that due to heterogeneous nature of construction and construction joints between masonry and concrete 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/S separately. It is also understood and agreed by the PURCHASER/S 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/S for such happenings.

3.16 It is also well within the knowledge of the PURCHASER/S that heir 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/S 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.

3.17 The PURCHASER/S understand and agree that the subject to reservation of open space/terrace, or any reservation made otherwise by the VENDOR, the staircase/s, stairways, lift, passages, land, main gates, 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/S subject to further reservations if any, made by the VENDOR and no owner/occupant of any Apartment including the PURCHASER/S shall be entitled to the exclusive use of any part or portion of the same and no person including the PURCHASER/S shall be entitled to the personal exclusive use or enjoyment of any particular land, 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.

3.18 The PURCHASER/S understand and agree that besides the reservation of open space/terrace, the VENDOR shall be free and at liberty to allow any particular Apartment/Flat PURCHASER/S to use the open space or the terrace to which the PURCHASER/S shall have no objection or claim of any kind whatsoever.

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

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

3.21 During the subsistence of this agreement , the PURCHASER/S shall not be entitled to transfer their any rights or interest in the said property or to otherwise alienate with the same in any manner whatsoever without prior written permission of the VENDOR for which the VENDOR reserves rights and shall allow subject to transfer fee of at least Rupees Ten 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/S as the PURCHASER/S may request.

3.22 The PURCHASER/S, understand and agree that even after making full and final payment towards consideration amount, they shall not take the possession of said Apartment/Flat without obtaining the possession letter from the VENDOR and in case of the PURCHASER/S having occupied the said Apartment/Flat without such possession letter the possession and occupation of the

PURCHASER/S shall be illegal and unauthorized. However, in the event of the PURCHASER/S having taken the possession of said Apartment/Flat during the construction work of said building, the PURCHASER/S shall not obstruct the further construction work in any manner and the PURCHASER/S shall be exclusively liable for all kinds of risks and consequences of having taken the possession without authority.

3.23 After execution of required conveyance deeds, the PURCHASER/S 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, Gram Panchayat Tax, 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/sale deed or the PURCHASER/S 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 sever able, the PURCHASER/S 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/S understand and agree that the construction work is expected to be completed by the VENDOR by the time as referred above provided that the prospective buyer/s 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/S 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/S along with the other PURCHASER/S in the said complex and if any extra construction amenities or facilities are required and demanded by any particular PURCHASER/S for their own premises, other than that as provided under this agreement, the cost thereof shall be borne and paid by the PURCHASER/S individually in addition to the consideration agreed as above.

3.26 After receipt of full consideration amount, arrears of tax, cess ground rent etc. and other contributory charges from the PURCHASER/S, the VENDOR shall execute the required conveyance deed and hand over the possession of said

Apartment/Flat in favour of and to the PURCHASER/S. However, the aforesaid contributory expenses shall be paid by the PURCHASER/S from the date of execution of sale deed or receiving the possession whichever is earlier.

3.27 THAT, the PURCHASER/S understand and agree that all required deeds and documents shall be got prepared by the VENDOR. 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/S. The PURCHASER/S further understand, agree and undertake that the VENDOR shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as my be deemed fit or proper, but not included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the PURCHASER/S shall have no claims or objection and agree upon any such conditions.

3.28 The PURCHASER/S understand that this sale transaction and consideration amount is relating to carpet area of the Apartment under sale and the other annexed areas mentioned are only for the purpose of calculation of rights in common areas, services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, 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 considering the carpet area and 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.

3.29 The PURCHASER/S 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/S on any account what so ever and in case the PURCHASER/S are required to bear or pay any charges or expenses due to any legal requirement or other compulsions, the PURCHASER/S shall indemnify, compensate and reimburse the VENDOR against any or all such charges, expenses etc.

3.30 If, it is found that title of VENDOR is defective at any stage the whole cost of the flat/apartment as refereed to above shall be refunded by the VENDOR to the PURCHASER/S.

3.31 The PURCHASER/S understand & agree that upon their specific undertaking and agreeing to comply with all terms & conditions of this agreement the VENDOR has agreed to allot/sell the Apartment in favour of the PURCHASER/S.

SCHEDULE 'A' OF PROPERTY REFERRED ABOVE :-

ALL THAT piece and parcel of land consisting of Plot No. R3containing by admeasuring North – South 50.00 Mtrs X East – West 30Mtrs = 1500 Sq. Mts. (16146 Sq.Fts) out of Khasra No. 135, Patwari Halka No. 12 of Mouza – Godhani (Rly), ward No. 1, Tahsil Nagpur (Gramin) & District Nagpur, bounded as under –

EAST	-:-	PLOT NO. R2
WEST	-:-	OLD HOUSE
NORTH	-:-	ROAD
SOUTH	-:-	OTHER LAYOUT

SCHEDULE 'B' OF PROPERTY REFERRED ABOVE –

ALL THAT R.C.C. SUPER STRUCTURE consisting a residential Apartment/Flat No. _____ containing by admeasurements of _____Sq. Mts. _____ Floor of the building known as **"OM ATHARVA APARTMENT",** on the piece and parcel of land as described in the above Schedule 'A', with rights to hold 12.214% undivided variable proportionate share and interest in the said piece and parcel of land.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands, executed and signed the present **AGREEMENT FOR SALE OF APARTMENT** at Nagpur on the day, month and year as above mentioned in the presence of following attesting witnesses and signing as such.

WITNESSES: -

For SHRI SAI ASSOCIATES

Prop. –

1. _____

_____

SHRI SUDHIR S/O. BABURAOJI KALE

(THE VENDOR)

2. _____

1. _____

(THE PURCHASER/S)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI
ADVOCATE
"HARIRAMANI ASSOCIATES"
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Mangalwari, Sadar, NAGPUR - 01.
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