

Stamp Duty Rs./-
Consideration Amount **Rs.** -----/-
Market Value Rs.

THIS AGREEMENT FOR CONSTRUCTION AND SALE is
executed on this _____ day of _____, _____ at Nagpur

SHRI ATUL MANOHARRAO YAMSANWAR, (PAN NO. AAEPY-4543-Q) aged about 53 years, Occupation Business, office at First Floor, Dharampeth Tower, W.H.C. Road, Nagpur herein after referred to as the **“VENDOR”** which expression shall unless repugnant to the context or meaning thereof always mean & include the said **‘VENDOR’** his legal heirs, legal representatives, executors, administrators, assignees, etc. of the **FIRST PART.** The VENDOR have given power of Attorney for presentation of documents to **(1) Mr. UMESH SADASHIV THAKRE, aged about 46 years, Occupation Service, R/o 53 INDIRA NAGAR NO.1, NAGPUR-440003 AND (2) Mr. AJINKYA VISHNUPANT DIXIT, aged about 38 years Occupation Service, R/o SANT SAI KRUPA SOCIETY, PLOT NO.8, NARENDRA NAGAR, NAGPUR-440015** on 28.05.2012, bearing registration No. 01885 – 2012, Registered in the office of the Sub-Registrar, Nagpur-10.

AND

----- (PAN NO.
 -----) aged about ----- years, Occupation-----,
 R/o. -----, hereinafter called as
 the **PURCHASER**, which expression shall unless repugnant to the context
 or meaning thereof always mean and include the said PURCHASER,
 his/her/their legal heirs, legal representatives, successors, administrators,
 executors and assigns of the **SECOND PART**.

WHEREAS the VENDOR is the absolute owner of all that piece
 and parcel of the agricultural land admeasuring about 1.62 Hrs. R., bearing
 Khasra No. 98/1, Mouza Dongargaon, Grampanchayat Dongargaon,
 P.H. No. 73, Khata No. 82, Tahsil Nagpur (Gramin), Dist. Nagpur.

AND WHEREAS the VENDOR have purchased all that piece and
 parcel of the agricultural land admeasuring about 2.49 Hrs. R., bearing
 Khasra No. 98/1, Mouza Dongargaon, Grampanchayat Dongargaon,
 P.H. No. 73, Khata No. 82, Tahsil Nagpur (Gramin), Dist. Nagpur vide
 Registered Sale Deed dated 26.08.2008, bearing Registration No. 05371 –
 2008, Registered in the office of the Sub-Registrar, Nagpur-7 from Sou.
 Sugandhabai Atmaram Parteki, R/o. Dongargaon, Tha. Nagpur (Gramin),
 Nagpur. The VENDOR thereafter got his name mutated in all the revenue
 records as the absolute owner.

AND WHEREAS Sou. Sugandhabai Atmaram Parteki being
 Adivasi had obtained the permission to sale the aforesaid land to Non-
 Adivasi VENDOR herein under the provisions of Maharashtra Land
 Revenue Code 1966, Section 36 and 36A from Additional Collector,
 Nagpur vide its order dated 13.03.2008.

AND WHEREAS the VENDOR subsequently have executed and
 Registered a Sale Deed in favour of the legal heirs of Sou. Sugandhabai
 Atmaram Parteki ie (1) Shri Anil Atmaram Parteki and (2) Sunil Atmaram
 Parteki in respect of Agricultural land admeasuring about 0.87 Hrs. R. out
 of the aforesaid total land admeasuring about 2.49 Hrs. R. on 26.08.2008
 bearing Registration No 05371 - 2008, Registered in the office of the Sub-
 Registrar, Nagpur -7..

AND WHEREAS the land admeasuring about 1.62 Hrs. R. is
 absolutely owned by the VENDOR and the same is mutated in his name and a
 new Khasra No. 98/1, is given to the same.

AND WHEREAS the VENDOR herein there after got the aforesaid agricultural land converted into non-agricultural use vide order dated 19.01.2012, from the Collector, Nagpur in Rev. Case No. 219/ N.A.P.-34/2011-2012 and granted **16,200 Sq. Mtrs.** of land under Layout for residential use and the Net **Residential Plot Area 10,266.36 Sq. Mtrs.** upon the terms and conditions mentioned in the said order.

AND WHEREAS the aforesaid land have come under the Metro Region of Nagpur Improvement Trust, Nagpur and accordingly the VENDOR have prepared a Plan of multistoried building **and already constructed Tower A & B and now "TOWER-C"**, proposed to be constructed on the aforesaid land to be known and styled as **"A ONE RESIDENCY"** for convenience of location to be known by **TOWER-C**, and submitted the same to the Nagpur Improvement Trust, Nagpur for its sanctioning and got the Map sanctioned vide Building Permit dated **10.09.2015**, bearing Letter No. B.E.(Metro)/B.P.-694.

AND WHEREAS the VENDOR have accordingly prepared a Deed of Declaration and got the same Registered on **17.03.2016**, bearing Registration No. **2128 - 2016**, Registered in the office of the Sub-Registrar, Nagpur (Gramin), Nagpur.

AND WHEREAS the PURCHASER hereinabove named have satisfied himself/herself/themselves in respect of the Vendor's title to the aforesaid property as good, valid and marketable and also seen sanctioned building map and being desirous of owning an apartment in the said Multistoried Building proposed to be constructed on the said land for his/her/their Residential Use with heritable and transferable rights therein has approached the VENDOR and expressed his/her/their desire and willingness to purchase all that piece and parcel of the ----- on the -----, of the building named and styled as **"A ONE RESIDENCY (TOWER-C)"**, having built up area ----- Sq. Mtrs. i.e. ----- Sq. Ft., (Super built up area ----- Sq. Mtrs. i.e. ----- Sq. Ft. Including Balcony, Terrace, Lobby Area, Parking Area), alongwith undivided Land share of -----% in aforesaid land admeasuring **2600 Sq. Mtrs., out of the total land admeasuring 10,266.36 Sq. Mtrs., proposed for constructions out of the total layout area of 16,200 Sq. Mtrs, out of Khasra No. 98/1, Mouza –Dongargaon, P.H. No. 73, Tah. Nagpur (Gramin), Dist. Nagpur** and after detailed negotiations he/she/they have agreed to pay, provide and contribute the entire cost of construction towards the said apartment **Rs. -----/- (Rs. ----- ONLY)** to the VENDOR.

NOW THEREFORE IT IS HERE BY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

(1) THAT the VENDOR will Sale and the PURCHASER will purchase all that piece and parcel of the ----- on the -----, of the building named and styled as **“A ONE RESIDENCY (TOWER C)”**, having built up area ----- Sq. Mtrs. i.e. ----- Sq. Ft., (Super built up area ----- Sq. Mtrs. i.e.----- Sq. Ft. Including Balcony, Terrace, Lobby Area, Parking Area), alongwith undivided Land share of --- -----% which is more particularly described in the Schedules here under written for total consideration amount of **Rs. -----/-** **(Rs. ----- ONLY).**

(2) THAT the parties herein have agreed that the PURCHASER have paid and agreed to pay the entire sale consideration amount of **Rs. -----/-** **(Rs. ----- ONLY)** to the VENDOR in the following manner :

Rs. ----- (Rs. ----- Only) paid by -----
Dated -----, Drawn on -----

Rs. -----/ Rs. ----- Only.

The amount of **Rs. -----/-** **(Rs. ----- only)** shall be paid by the PURCHASER to the VENDOR, self or through the Bank/Financial institution after obtaining the Loan being sanctioned within 45 days from the date of execution of this agreement to sale in the following manner :

(i) **Rs. -----/-** **(Rs. ----- Only)** -----
-----.

(ii) **Rs. -----/-** **(Rs. ----- Only)** -----
-----.

Possession will be given in 18 Months.

The cost so agreed is fixed and not subject to any increase in spite of rise in prices of various building materials over the basic rates. THAT the purchasers shall pay the respective installments as stipulated here in above strictly on the stages mentioned above. It is specifically understood and agreed by the purchasers that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and

consequently therefore this Agreement shall automatically stand terminated and cancelled immediately on the purchaser's failure to pay any of the above installments on due stages within 15 days from the receipt of the notice from the **VENDOR**. It is specifically understood by the purchasers that no extension of time for payment of any of the installments shall be granted to her/him by the **VENDOR**. In the event of such termination/ cancellation of this Agreement, the **VENDOR** shall be at full liberty to resell the Flat ,Together with the and interest in the said land to any other intending buyer without any further intimation or notice to the **PURCHASER** and in such event the **VENDOR** shall within 2 **(Two) Months** from the date of such cancellation return back the amounts till then received by it, to the **PURCHASER** free of any interest thereon and also after deducting there from a fixed sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) by way of liquidated damages. It is also specifically understood by the **PURCHASER** that the delay in securing sanction to the Housing Loan, if any, applied for by her /him shall not be a ground for non payment of any of the installments on due stages.

(3) THAT the undivided share and interest in the said land hereby agreed to be sold is free from encumbrances of all kinds what so ever.

(4) THAT the **PURCHASER** has satisfied herself/himself/themselves with respect to the **VENDOR'S** title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation. She/He has satisfied herself/himself about the **VENDOR'S** right to enter into this Agreement with the **PURCHASER**.

(5) THAT the said property is believed and shall be taken to be correctly described in the schedule here under written and be sold subject to outgoings agreements restrictions and rights of the vendor and the other co-owners of the remaining undivided share in the said plot of land and the owners of other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties here to.

(6) THAT the **VENDOR** shall erect and build the proposed Flat consisting of various self contained separate Flat therein strictly in accordance with the plan sectioned by the Building Engineer of the Nagpur Municipal Corporation/Nagpur Improvement Trust, Nagpur, and the

specifications mentioned herein below. No deviations shall be made in the sanctioned plan. Extra/Additional facilities shall however be provided to be made by her/him in advance within a period of one year from the date of execution of this agreement.

(7) THAT the VENDOR has reserved her/its right to revise the sanctioned plan subject to approval of the Nagpur Municipal Corporation / Nagpur Improvement Trust, Nagpur/Collector, Nagpur.

(8) THAT the purchaser has finally chosen to own and possess the _____ of the proposed building namely **“A ONE RESIDENCY (TOWER C)”** which is more particularly described in the schedule here under written.

(9) THAT the VENDOR shall complete the said building and make the _____ chosen by the PURCHASER available for her/his occupation on or before 2 years(Two years) failing which the **VENDOR** shall pay a sum at the rate of Rs. 3000/- (Rs. Three Thousand Only) Per Month by way of liquidated damages to the PURCHASER with effect from the Agreement till the date of handing over actual possession of the said Apartment to her/him.

(10) THAT the VENDOR shall not deliver the actual possession of the said ----- to the PURCHASER until the entire cost of construction including also the charges for Registration fees, VAT, sales Tax, Service Tax or any other Tax etc. are paid by her/him in full to the VENDOR.

(11) THAT the VENDOR shall be exclusive in charge of the construction without any let interference by the PURCHASER or any other contractor and under no circumstances the purchaser shall enter into any building contract in respect of her/his ----- with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract if made by her/him shall be void and not at all binding upon the VENDOR.

(12) THAT during the period of building construction, the PURCHASER with 10 days' advance intimation to the VENDOR may enter upon the said ----- to inspect the plans, specifications and the building materials, if available at site.

(13) THAT the available open space, the common areas and common facilities as may be provided in the said building shall be of common use of all the ----- owners in the said building and shall always remain no partition or division of any part there of will be effected or carried out by the purchaser severally or jointly with any other ----- owner or co-

owners as per the terms conditions mentioned in the DEED OF DECLARATION.

(14) THAT in the event of the PURCHASERS committing breach of any of the terms and conditions herein contained, this agreement shall IPISO FACTO come to an end and the amounts till then subscribed by the PURCHASER towards the cost of construction of the ----- chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting there from a fixed sum of Rs. 25,000/-, (Rupees Twenty Five Thousand) only by way of liquidated damages within 2 (Two) Months from the date of this agreement stands terminated/ cancelled and in such event her/his right to purchase the ----- and interest in the said plot of land shall also be extinguished and come to end simultaneously as a matter of course. In such event the VENDOR shall be at full liberty to sell the said Undivided share and interest in the said plot of land and also the said ----- to any prospective/ intending buyer(s) as may be approved by the VENDOR without any further notice or reference to the purchasers.

(15) THAT the PURCHASER specifically agrees with the VENDOR that even after her/his taking over the actual possession of flat chosen by her/him (on receipt of possession letter from VENDOR) she/he will not object or prevent or obstruct the VENDOR in any way in carrying on and completing the work of ----- keeping building materials on the available open land.

(16) THAT the PURCHASER shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

(17) THAT the VENDOR shall deliver the actual possession of the said ----- hereby agreed to be sold to the purchasers or her /his nominee (s) at the time of registration of the Sale Deed. The PURCHASER shall hold the said ----- jointly with the other Co. owners thereof and the ----- chosen by her/him absolutely with heritable and transferable rights therein. THAT the VENDOR does hereby agree with the PURCHASER that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payments of legal charges including Stamp duty, Registration fees, payment of VAT, Sale Tax and all other Taxes and Cesses that may be Levied and payable at the time of Registration from her/him, she/he will execute a proper Sale Deed relating to the said ----- in the Favour of the PURCHASER or her/his nominee(s) and get the same duly registered at her/his costs in accordance with the law in force provided the PURCHASER shall have also

paid the entire agreed cost of construction of the ----- chosen by her/him to the VENDOR .

(18) THAT the VENDOR shall produce a Declaration Under Section 27 of the Urban Land (Ceiling and Regulation) Act, 1976 in duplicate and a Sworn Affidavit in the prescribe form at the time of Registration of the Sale Deed as may be required [at the cost of the VENDOR.](#)

(19) THAT on obtaining a proper Sale Deed relating to the said ----- and interest in the said land hereby agreed to be sold the same will be held by the PURCHASER jointly with the other co-owners thereof. However ----- chosen by her/him exclusively with heritable and transferable rights therein.

(20) THAT the PURCHASERS shall pay proportionate share Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his ----- in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession, whichever is earlier, onwards and shall always keep the VENDOR indemnified against such payment.

(21) THAT it is understood by the PURCHASER that the VENDOR shall display any type of board, signs, banners etc. [without causing any obstruction to the light and air to the PURCHASER, on any exterior part of building and the PURCHASER](#) will neither object/disturb it, nor shall obstruct its visibility in any way. The VENDOR shall not pay nor the PURCHASER shall demand any rent etc. for any signs displayed by it.

(22) THAT it is understood by the PURCHASER that the proposed construction is heterogeneous in nature comprising R.C.C and Brick Work and particularly described in specification herein below. It is understood by the purchasers that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footing are likely to occur and will not be treated as defect. Further it is agreed by the purchasers that on account of practical constraints there will be an allowance of plus or minus 1 percent variation in dimension shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the PURCHASERS for such variations.

(23) THAT the VENDOR shall not be liable to pay any compensation or make good defect in the proprietary items used in the construction of the said ----- and proper claim regarding this shall directly be made by the purchasers to the manufacturer of such items keeping the VENDOR indemnified against the same. However the VENDOR installs standard

proprietary items and shall also see that they are working at the time of installation.

(24) THAT all notices to be served on the PURCHASER as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the PURCHASER by Registered Post at her/his address as described above.

(25) THAT the PURCHASER undertakes to notify in writing any changing her /his address to the VENDOR.

(26) THAT it is agreed by and between the parties hereto that any arising between the parties hereto shall be referred to the Panel Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and power to –(A) interpret the terms of this Agreement, (B) to settle the dispute in respect of any aspect regarding the construction and sale of -----, (C) to settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators and the panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. The parties specifically agree not to approach any court of law or consumer dispute redressal forum / commission etc. without first availing Arbitration proceedings. The parties being aggrieved by the award passed by the arbitrator shall be entitled to challenge the same subject to the jurisdiction of Nagpur Courts.

(27) THAT all provisions of The Maharashtra Apartment Ownership Act. 1970 shall be applicable to this Agreement.

(28) THAT the PURCHASER shall be liable to pay the amount towards the installation of the Electric Meter and Water Connection as per the demands of the concerned department and also the misc. expenses. The PURCHASER shall also be liable towards the service charges as may be applicable.

(29) That the PURCHASER will be liable to pay the charges towards the installation of the Electric Meter and also towards the water meter connection as per the demands raised by the concerned authorities and also the Misc. expenses that may incur.

(30) The VENDOR may subsequently obtain the necessary permission from the concerned departments for construction as may be permissible under the F.S.I. applicable to the aforesaid Platable land admeasuring about **2600 Sq. Mtrs.** and the undivided share of the PURCHASER shall be reduced/revised accordingly in proportion to the future sanction by the concerned authorities and the PURCHAER shall not have any right or objection towards the same.

(31) THAT any error or mistake shall not annul this agreement however the same shall be subject to rectification by the parties herein.

(32) THAT the VENDOR shall issue a copy of the Completion Certificate to the PURCHASER before the execution and registration of the sale deed.

(33) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees and other Miscellaneous Expenses are paid by the VENDOR and shall also bear all the expenses towards the Registration of the Sale Deed.

SPECIFICATIONS

<u>STRUCTURE</u>	:	Earth Quake Resistant R.C.C. Frame Structure
<u>BRICK WORK</u>	:	6” thick External wall & 4.5” Internal thick brick.
<u>Lift</u>	:	Two elevators and two lifts are Provided in Tower ‘C’ both lifts will be manual, and one lift will be power back Up of Inverter.
<u>Plaster</u>	:	Internal – 12mm thick smooth finish plaster External – 20mm thick sponge finished/sand faced cement.

DOORS & WINDOWS :

Main Door	:	R.C.C. Frame and Flush door with vinior with S.S. Fitting.
Bath & W.C. Doors	:	R.C.C. Frame with flush doors with S.S. Fitting.
Windows	:	Anodized aluminum sliding window with Marble/Kota window Sill with M.S. Safety Grill.

FLOORING

Vitrified Tiles flooring in all rooms with 3” height skirting.
Anti skid flooring Tiles in toilets, balconies and alternate terraces.
Common Lobby and staircase in Kota Stone.

KITCHEN

Marble Kitchen Table top as per drawing given by Architect.
Stainless Steel Sink.
Glazed Ceramic tiles dado of 2’ height above kitchen platform.

BATH & TOILETS

Ceramic Glazed tiles in bathrooms and toilets upto lintel level.
 Jaguar of Equivalent Brand Tabs in all Toilets (L-Bend Mixer).
 PVC Pipes for Sewage Disposal etc. Rain Water Pipe in PVC.

ELECTRICAL :

Concealed wiring with 4 ½ points in each room with circuit breakers.
 ISI mark quality fitting will be used.
 Power point in Kitchen and in all toilets.
 A.C. Point in all Bed Room.

PLUMBING/SANITARY

Standard C.P. fittings.
 All sewer lines in SWR Pipes.
 All water supply lines in C PVC Pipes.
 Standard Sanitary wares in white/Ivory color.

WATER SUPPLY:

Overhead Tank in R.C.C. with provision of Pump.
 Water Supply through Bore Well.
 Provision of water level Controller.

PAINTS

Weather Proof acrylic emulsion to exterior walls,
 Putty and oil bound Distemper for inner walls.

OPEN SPACE AND SITES

Ample open space around the structure with land scaping and paved floor.
 M.S. decorative Main Gate with compound wall.

TREATMENT

Water Proofing treatment for toiled and bath blocks.

NOTE : Extra work will be done by the consenting party
 with extra payment in advance by the Purchasers.

SCHEDULE –I

All that piece and parcel of the total non-agricultural land admeasuring about **10,266.36 Sq. Mtrs.** Net Residential Plot Area out of total Platable Area of 16.200 Sq. Mtrs., bearing Khasra No. 98/1, Mouza Dongargaon, Grampanchayat Dongargaon, P.H. No. 73, Khata No. 82, Tahsil Nagpur (Gramin), Dist. Nagpur. and the entire layout is bounded as under: -

ON THE EAST	- Road & part of Khasra No. 98,
ON THE WEST	- Khasra No. 99 & Railway Line,
ON THE NORTH	- Khasra No. 97,
ON THE SOUTH	- Road,

and the Platable area admeasuring about 10,266.36 Sq. Mtrs is bounded as under

ON THE EAST	: Part of Khasra No. 98,
ON THE WEST	: Khasra No. 99 & Railway Line.
ON THE NORTH	: P.U. Land & Open Space of Same Layout.
ON THE SOUTH	: Road,

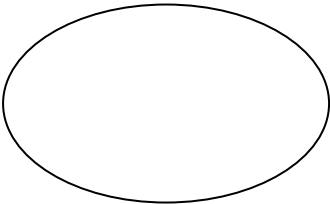
SCHEDULE -II

(RESIDENTIAL FLAT TO BE CONSTRUCTED)

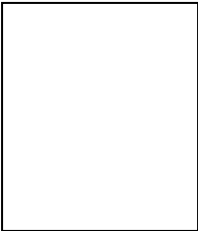
All that piece and parcel of the ----- on the -----, of the building named and styled as **“A ONE RESIDENCY (TOWER-C)”**, having built up area ----- Sq. Mtrs. i.e. ----- Sq. Ft., (Super built up area ----- Sq. Mtrs. i.e. ----- Sq. Ft. Including Balcony, Terrace, Lobby Area, Parking Area), alongwith undivided Land share of -----% in the Net plotable land **admeasuring 2600 Sq. Mtrs.** out of 10,266.36 Sq. Mtrs. out of the total layout land admeasuring 16,200 Sq. Mtrs. bearing Khasra No. 98/1, Mouza Dongargaon, Grampanchayat Dongargaon, P.H. No. 73, Khata No. 82, Tahsil Nagpur (Gramin), Dist. Nagpur.

(This Agreement to Sale for -----, Tower-C, Mouza-
Dongargaon, Kh.No. 98/1.)

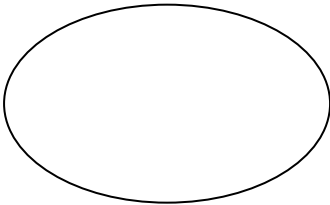
IN WITNESS WHEREOF THE PARTIES herein above named
have hereto set their respective hands and signed this AGREEMENT **FOR
CONSTRUCTION AND** SALE at NAGPUR on the date and place
mentioned herein above.



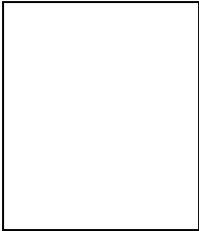
VENDOR



(SHRI ATUL MANOHARRAO YAMSANWAR)



PURCHASER



(-----)

WITNESSES:

1) _____

2) _____