GANGA REALTORS

AGREEMENT TO SELL

"Shree Ganesh Ganga Apartment"

THE RESIDENTIAL FLAT NO. ____

Valued at Rs. _____/-

(Rupees _____ only)

Valuation for Stamp Duty: Mouza: LENDHRA

Sheet No. 51/15, City Survey No. 1016,

This **AGREEMENT TO SALE** is made of this **____ day** of **_____.**

BETWEEN

M/S. GANGA REALTORS, {PAN: AAFFG5696P} A registered partnership firm having its office at 301, Manomay Plaza, 3rd Floor, Central Bazar Road, Ramdaspeth, Nagpur, and acting through its Partner,

SHRI. MEHUL s/o MUKESH PATEL, {PAN: ABWPP3814G}

aged about 42 years, Occupation – Business, Resident of: I/2, Om Apartment, Near NEERI, Laxminagar, Nagpur, Tahsil and District – Nagpur, hereafter called the **VENDOR/DEVELOPERS,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and it's PARTNERS, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

Shri. _____, {PAN: _____}
Aged about ___ years, Occupation: _____, Resident of: _____, Nagpur, **Tahsil & District-Nagpur,** hereinafter called the Purchaser/s which terms and expression shall include the said Purchaser/s as well as his/her/their heirs, legal representatives, successors, executors, administrators and assignees of the SECOND PART hereinafter called the **Purchasers/Vendees**.

WHEREAS ALL THAT piece and parcel of land bearing Nazul Plot No. 139, Corporation House No. 147, City Survey No. 1016, Sheet No. 51/15, area admeasuring about 14400 Sq. Ft. (i.e. 1337.79 Sq. Mtrs.) Mouza – LENDHRA, situated at Ramdaspeth, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72, in Tahsil and District – Nagpur, (more particularly described in the Schedule hereto and hereinafter called "the said property") having become the owners thereof, as under:-

WHEREAS ALL THAT piece and parcel of land bearing Nazul Plot No. 139, Corporation House No. 147, City Survey No. 1016, Sheet No. 51/15, area admeasuring about 14400 Sq. Ft. (i.e. 1337.79 Sq. Mtrs.) Mouza – LENDHRA, situated at Ramdaspeth, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72, in Tahsil and District – Nagpur, originally belonged to Smt. Meerabai wd/o Kisangopal Purohit and Shri. Ganesh s/o Kisangopal Purohit, which was purchased by them from Shri. Wasudeo Balwant Naik by a registered Sale Deed registered at serial No. 830 before Sub-Registrar, Nagpur on 04/09/1954.

WHEREAS, the Office of the Collector, Nagpour has further renewed the Lease in favour of the said Smt. Meerabai Kisangopal Purohit and Shri. Ganesh Kisangopal Purohit period of 30 years commencing from 1-04-2005 and ending on 31-03-2035 by an Indenture of Lease dated 11-11-2008 which is duly registered at Serial No. 6328 before the Sub Registrar – 1, Nagpur on even date in Revenue Case No. 36/NAA-48/2007-2008 AND lateron the Office of the Collector, Nagpur has executed a Supplementary Deed for Revised Ground Rent in respect of the said Plot No. 139 in favour of the said Smt. Meerabai Ksangopal Purohit and Shri. Ganesh Kisangopal Purohit which is duly registered on 5-05-2016 at Serial No. 3062 before the Sub Registrar-3, Nagpur.

Thus Smt. Meerabai wd/o Kisangopal Purohit and Shri. Ganesh s/o Kisangopal Purohit becomes an exclusive, absolute owners of the aforesaid property's with heritable and transferable rights therein bearing Nazul Plot No. 139, Corporation House No. 147, City Survey No. 1016, Sheet No. 51/15, area admeasuring about 14400 Sq. Ft. (i.e. 1337.79 Sq. Mtrs.) Mouza – LENDHRA, situated at Ramdaspeth, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72, in Tahsil and District with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS the aforesaid property ALL THAT piece and parcel of land bearing Nazul Plot No. 139, Corporation House No. 147, City Survey No. 1016, Sheet No. 51/15, area admeasuring about 14400 Sq. Ft. (i.e. 1337.79 Sq. Mtrs.) Mouza – LENDHRA, situated at Ramdaspeth, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72, in Tahsil and District – Nagpur, is capable of being developed into a **RESIDENTIAL COMPLEX** by constructing a Multistoried building thereon; AND

AND WHEREAS the **Land owner** have actually prepared a plan and obtained the building permit from Nagpur Municipal Corporation, Nagpur bearing **No. 94/BP/Sitabuldi/T.P./N.M.C./128 dated 19/11/2011.**

WHEREAS, **M/s. Ganga Realtors**, **the Vendor/Developers** being desirous of owning the entire said Property of the land together with the structure standing thereon what is known as "As is Where is Basis" hereinafter referred to as the "Property", has offered to purchase the said property at a reasonable purchase consideration and the **Land owners** having found the offer reasonable at the rate prevailing in the market, have therefore accepted the

offer of the **Vendor/Developers** in reciprocation, and the Land owners agreed to SALE the said land to the **M/s. Ganga Realtors (THE VENDOR/DEVELOPERS)** by **Agreement to Sell** dated 26/11/ 2015. **AND** both the parties i.e M/s. Ganga Realtors and the Land owners mutually agreed that whenever Landowner produces the No Objection Certificate for land transferred/Sell from the concerned Government department, they shall execute the proper Sale Deed in favour of M/s. Ganga Realtors, Nagpur i.e. the Vendor herein above named; AND.

AND WHEREAS the **Vendor/Developers** M/s. Ganga Realtors requested the land owners to handover the possession of vacant land and permission to start the building construction work. And whereas the Vendor M/s. Ganga Realtors have actually prepared a plan with the help of Land owners and obtained the building permit from Nagpur Municipal Corporation, Nagpur bearing **No. 32/BP/LENDHRA/TP/NMC/173 dated 30/07/2016** in the name of land owners**.**

AND WHEREAS the **Purchaser/Vendee** hereinabove named has satisfied himself/herself in respect of the title of the **Landowners as well the Vendor's/Developers** right to develop the said property into a residential complex as good, valid and absolute and whereas the Purchaser has also seen and approved the plan of the proposed complex and whereas Purchaser being desirous of owning a apartment for his/her residential use in the said Complex with heritable and transferable right therein has approached the **Vendors/Developers** and expressed his/her desire and willingness to purchase the undivided ____ **%** percent share and interest in the said plot/plots admeasuring total 14400 Sq. Ft. together with ththe entire RCC super structure comprising a apartment bearing No. ____ on the ____ Floor of the Building on the said plot proposed to be constructed thereon and after detailed negotiations the said **Vendor/Developers** have agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing, inter alia, to pay for the land cost, provide and contribute the entire cost of the construction and other costs thereof to the **Vendor/Developers** upon the following terms and conditions.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. That the **Vendor**/**Developers** shall sell and the **Purchaser**/**Vendee** shall purchase the undivided ____ **%** percent share and interest in all that piece and parcel of the land admeasuring 14400 Sq. Ft. as describe in Schedule 1st attached herewith together with entire RCC super structure comprising a Apartment No. ___ on the __ Floor alongwith common area and facilities of Building proposed to be constructed thereon and to be known and styled as **"SHREE GANESH GANGA",** situated at Ramdaspeth , Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72 in Tahsil and District Nagpur more particularly described in the Schedule 2nd attached herewith.

2. That the total consideration amount of the aforesaid apartment is agreed to Rupees _____/- **(Rupees _____ only)** which include the cost of undivided ____ **%** percent share in the land and the cost of construction of the said apartment as agreed is fixed at Rs. _____/- only which the **Purchaser** has specifically agreed to pay the **Owner/ Vendor**/**Developers** as per Schedule 3rd of payment which is separately annexed to this agreement and which shall form part and parcel of this Agreement.

3. That the **Purchaser** shall pay the respective instalments as stipulated hereinabove strictly on the dates/stages mentioned above. It is specifically agreed by **purchaser** that in case of delay in payment of any instalment, the **Purchaser** shall pay the interest to the **Vendor**/**Developers** at the rate of 24% P.A. from the stipulated date till the time of payment. This grace period shall be for 30 days only. It is specifically understood and agreed by the **Purchaser** that the time so stipulated for the payment of each instalment is the essence of the contract subject to vendor abiding by the construction schedule and consequently therefore this Agreement shall automatically stand terminated and cancelled immediately on **Purchaser's** failure to pay any of the above instalment on due date matching the construction schedule. It is specifically understood by **Purchaser** that no extension of time for payment of any of the instalment shall be granted by the **Vendor**/**Developers.** In the event of such termination/ cancellation of this agreement, the **Vendor**/**Developers** shall be at full liberty to cancel the said apartment together with undivided proportionate share and interest in the said plot of land and allot the same to any other intending buyer without any intimation or notice to the **Purchase**r and in such event the **Vendor**/**Developers** shall within 3 months from the date of such cancellation/

termination return back the amount till then received by it to **Purchaser** free of any interest thereon and also after deducting there from a sum Rs. 1,00,000/- only by way of liquidated damages. It is also specifically understood by the **Purchaser** that delay in securing the housing loan, if any, applied for by him/her shall not be a ground for non-payment of any of the instalment on due date.

4. That the undivided share and interest in the said plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

5. That the **Purchaser** has satisfied with respect of the **Vendor/Developers** right and interest in developing the said property as good, valid and absolute and have also satisfied regarding the **Vendor/Developers** right to enter into this Agreement.

6. That the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and right of the other co-owners of the remaining undivided shares in the said plot of the land and the owners of other built up space in the proposed building, effecting the same and if any misstatement, error or omission shall be discovered, the same shall not annul this contract/ agreement, nor shall any compensation be allowed in respect thereof to the purchaser but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

7. That it is understood by the **Purchaser/Vendee** that the **Vendor/Developers** shall remain exclusive in charge of the entire construction of the proposed complex in all respect without any late, hindrance or interference by any one. **Purchaser/Vendee** shall also not interfere in any manner whatsoever in this behalf.

8. That the **Vendor/Developers** shall erect and build the entire complex consisting of various self containing apartment in accordance with the plans and specifications mentioned in the Schedule appended hereto. Extra/ additional facilities shall, however, be provided by **Vendor/Developers** at the request of the **Purchaser/Vendee** subject to extra payment thereof to be decided by the **Vendor/Developers** to be made by the **Purchaser/Vendee** in advance at the time of making the request.

9. That the **Vendor/Developers** reserves its right to revise the sanction plan subject to approval of the **N.I.T./N.M.C.**

10. That the **Purchaser/Vendee** has finally chosen to own and possess Residential flat No. ____ on the ___ floor along with common area and facilities of the proposed complex more particularly described in the Schedule appended hereunder.

11. That the **Vendor/Developers** shall build the construction of the said apartment chosen by the Purchaser and make it available for his/her/their occupation within 36 months from the date of this Agreement.

12. That the **Vendor/Developers** shall not deliver the actual possession of the said Apartment to the **Purchaser/Vendee** until the entire cost of the construction as described including the charges of the Electric Meter (including Transformer) and Water Meters, legal expenses, stamp duty, Registration Fees, are paid by **Purchaser/Vendee** in full to the **Vendor/Developers.**

13. That the **Vendor/Developers** shall be exclusively in-charge of the construction without any late or hindrance or interference by the purchaser or any other contractor or under no circumstances the purchaser shall enter into building contract with any Advisory Agency and such contract, if made, by him/her/them shall be void ab initio and shall not at all be binding upon the **Vendor/Developers.**

14. That during the period of the construction the Purchaser with 2 days advance intimation to the **Vendor/Developers** and with permission may enter upon the said plot of the land to inspect the plans, specification and building materials if available at site.

15. That the **Purchaser** agrees to incorporate such terms and conditions, stipulation and restrictions & covenants in the Agreement to Sale/Sale Deed as are not set forth herein but which may by deemed necessary or expedient to regulate the easementary right of other permanent owners inter alia as in accordance with the provisions, of the Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder.

16. The **Purchaser**/**Vendee** hereby specifically agrees that even after taking over the actual and physical possession of the apartment he/she/they will not object to **Vendor**/**Developers** in any way in carrying on and completing the work of the other apartments and buildings in the said complex and also for keeping the building material on the available open space.

17. The **Purchaser**/**Vendee** also further agrees that he/she/they shall/will not erect any structure either permanent or temporary on the available open space or on the Top/terrace of the said Building.

18. That the **Purchaser**/**Vendee** shall individually pay all the Corporation Taxes and Cesses as may be levied on the apartment chosen by the purchaser with effect from the date of Registration of the Sale Deed or from the date of his/her taking over the possession thereof, which ever may be earlier.

19. That the **Vendor**/**Developers** shall deliver the actual, factual and physical possession of the undivided share and interest in the said plot of the land together with one apartment hereby agreed to be sold to the purchaser at the time of registration of the Sale Deed which will be after proposed construction of apartment thereon is completed in all respects and made available for occupation on registration of the Sale Deed hereto. The **Purchaser**/**Vendee** shall hold the plot of land jointly with other co-owners thereof and the apartment chosen by him/her absolutely with heritable and transferable right therein.

20. That the **Purchaser**/**Vendee** hereto agrees not to occupy or to take the possession of the apartment without Prior written permission of the vendors, else he/she/they shall be treated as tress-passers.

21. That the **Vendor**/**Developers** hereby agrees that on receipt of the balance sale price and also upon receipt of the payment of the Electric Meter (including Transformer) and Water Meter deposits and payment of the legal charges including stamp duty and registration fees, and all other taxes and cesses that may be levied and payable at the time of registration, it will execute a proper sale deed relating to the undivided share and interest in the said plot of the land along with Vendor and also the entire

RCC super structure comprising apartment purchased by him/her in the complex known as **"SHREE GANESH GANGA"** and get the same duly registered at the cost of **Purchaser** in accordance with law in force provided the purchaser shall also have paid the entire agreed cost of construction of the apartment chosen.

22 That the **Vendee**/**Purchasers** shall pay proportionate Share of Land–revenue, Non – Agricultural assessment, Cesses, Taxes, VAT, L.B.T, GST & all other dues whatsoever, accruing or payable in respect of his/her the Undivided Share and Interest in the Land along with the construction thereon with effect from the date of the Sale Deed.

23. It is clearly understood by the PURCHASER that the VENDORS/DEVELOPERS is fully entitled to consume, utilise and deal with the entire F.S.I. as may be available or that may hereafter become available at any future date, in relation to the total extent of the said plot of land due to increase in F.S.I., and, that the right, title, or interest of the PURCHASER is restricted or limited only to the extent of the built-up space covered by the Apartment agreed to be purchased by him.

24. It is specifically understood and agreed by the PURCHASER that the percentage of the undivided share and interest in the said land agreed, to be purchased by her/him shall be subject to the proportionate reduction in case some additional floors/apartments are constructed thereon, and, in that case the prospective buyers of such Apartments shall have all interest and rights in the common areas and facilities provided in the said scheme including the right to use the staircase and other amenities.

25. The completion and handing over the possession of the proposed construction of SHREE GANESH GANGA APARTMENT shall be within a period of 36 (THIRTY SIX) months from the date of this Agreement. However, this will depend on timely payment by the PURCHASER without any default, as per the Schedule of Installments and the availability of construction material. The VENDORS shall not be responsible for any delay in handing over possession due to delay in getting the

Electricity/Water Connections, NOC or any Certificate from any of the concerned Departments or infrastructure services to be provided by concerned Govt. Departments/Local Authorities, or on account of any act of God beyond their control. Other things being equal the VENDORS/DEVELOPER shall complete the construction on a time bound schedule.

26. The VENDORS/DEVELOPERS shall not deliver the actual physical possession of the said Apartment to the PURCHASER until the entire cost of construction/undivided share of Land as mentioned above and the additional charges for the installation of the Electric and Water Meters, Legal Expenses including Stamp Duty and Registration Fee, Maintenance Deposit and/or any other Tax/Taxes in whatever manner levied or to be levied by the Central/State Government or Local Authorities., as may be applicable, are paid by them in full.

27. That all the provision of the Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

28. That this Agreement is subject to the jurisdiction of the competent Civil Court at Nagpur.

SCHEDULE – 1

DESCRIPTION OF PLOT

WHEREAS ALL THAT piece and parcel of land bearing Nazul Plot No. 139, Corporation House No. 147, City Survey No. 1016, Sheet No. 51/15, area admeasuring about 14400 Sq. Ft. (i.e. 1337.79 Sq. Mtrs.) Mouza – LENDHRA, situated at Ramdaspeth, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 72, in Tahsil and District – Nagpur– Nagpur which is bounded as under :-

North	:	By Land Bearing plot No. 138
South	:	By Land Bearing plot No. 140
East	:	By Road
West	:	By Land Bearing plot No. 163

SHEDULE - II

SCHEDULE OF THE FLAT/ APARTMENT

FLAT NO.	:	____ on the ___ Floor
UNDIVIDED SHARE IN LAND	:	____ **%**
BUILT – UP AREA	:	____ **Sq. Ft. (i.e. _____ Sq. M.)**

SCHEDULE III

SCHEDULE OF THE PAYMENT

COST OF UNDIVIDED SHARE IN LAND & CONSTURCTION	**:**	**Rs. _____/-**
TOTAL	**:**	**Rs. _____/-**

MODE OF PAYMENTS:

1.	**At the time of booking amount paid by Chq. No. _____ /_____ of _____,**	**Rs. _____/-**
2.	**Balance amount to be paid at the time of Sale Deed.**	**Rs. _____/-**
	TOTAL **:**	**Rs. _____/-**

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IN WITNESS WHEREOF the Vendor and the Purchaser/s herein above named hereto set their respective hands and signed this **AGREEMENT TO SELL** at Nagpur in the presence of attesting witnesses signing as such on the day and year first above written.

WITNESSES:

For M/s. GANGA REALTORS

1. _____
   ( )

_____
(Mehul Mukesh Patel**)**
Partner
THE VENDOR/DEVELOPERS
PARTY NO. 1

2. _____
   ( )

_____
(_____**)**
PURCHASER/VENDEE
PARTY NO. 2

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Drafted by : Adv. Pravin Patil, Ghatate Chamber , Nagpur, Ph. No. 9822470484.

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