

AGREEMENT FOR SALE

MOUZA – SOMALWADA

CITY SURVEY NO. 585

SHEET NO. 725

ITEM NO. 20.200/725

GOVT. RATE RS.32,000/- PER SQ. MTR.

VALUED AT (Rs. _____/-)
(RS. _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)

RS. _____ ONLY.

THIS AGREEMENT TO SALE is made and executed at NAGPUR on this _____ Day of November 2017.

BETWEEN

SHRI. SANJU ALIAS SANJEEV S/O JAGANNATH DHOTE, Aged about 49 Yrs., Occ. : Business, Resident of :- Plot No. 192-B, Pandey Layout, Khamla, Nagpur-440025, presently residing at 36, Malviya Nagar, Khamla, Nagpur-440025, PAN No. ABKPD3154H, AADHAR Unique Identity No. _____ hereinafter called the "**VENDOR**" acting through their constituted Attorney M/s Shri **YOGESHWAR BUILDERS AND DEVELOPERS**, through their Proprietor Shri **SATISH S/O AJABRAO WANKHEDE**, aged about 50 years, Occ. : Business, Resident of :- Plot No. 2, Doctor Colony, Chhatrapati Nagar, Nagpur-440015, PAN No. AAEPW9739J, AADHAR Unique Identity No. 589813720388 which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDOR**" as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

MRS./SMT./SHRI. _____, Aged about _____ Years, Occupation - _____, Income Tax Permanent Account No. _____, hereinafter called the "**PURCHASER**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PURCHASER**", as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

M/s Shri Yogeshwar Builders and Developers, through their Proprietor Shri Satish S/o Ajabrao Wankhede, aged about 50 years, Occ. : Business, Resident of :- Plot No. 2, Doctor Colony, Chhatrapati Nagar, Nagpur-440015, PAN No. AAEPW9739J, AADHAR Unique Identity No. 589813720388 hereinafter called the "**CONFIRMING PARTY**", which expression shall unless repugnant to the context or meaning thereof always mean and include the "**CONFIRMING PARTY**" as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**.

WHEREAS, the **VENDOR** hereinabove named is an exclusive, absolute and full owner of the property comprising all those pieces and parcel of land bearing amalgamated Plot No. 26 and 27 out of Guruchaya Gruhnirman Sahakari Sanstha Maryadit., Nagpur containing by total admeasuring 510.844 Sq.Mtrs. (i.e. 278.58 + 232.25 = 510.844 Sq.Mtrs.), being a portion of entire land bearing Khasara No. 93/1, 93/2 of Mauza-Somalwada, City Survey No. 585, Sheet No. 725, situated at Manish Nagar in Ward No. 15, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur and more particularly described in the First Schedule hereunder written (Hereinafter referred to as "THE PROJECT LAND")

WHEREAS, All That Piece and Parcel of land bearing Khasara No. 93/1, 93/2 of Mauza- Somalwada, P.H.No. 44 situated at Manish Nagar, Nagpur within the limits of N.I.T. and N.M.C., Nagpur originally belongs to Guruchaya Gruhnirman Sahakari Sanstha Maryadit, Nagpur.

WHEREAS, the aforesaid society laid down layout comprising of various plots, out of which, one of the plot bearing Plot No. 26 was purchased by **VENDOR** from aforesaid society vide registered Sale Deed dated 01.11.1994, same is duly registered in the Office of Sub Registrar Office No. 11 Nagpur at Sr.No. 8700 (P) in Additional Book No.1. Similarly, Plot No. 27 was purchased by **VENDOR** from aforesaid society vide registered Sale Deed dated 01.11.1994, same is duly registered in the Office of Sub Registrar Office No. 11 Nagpur at Sr.No. 8696 (P) in Additional Book No.1.

WHEREAS, the aforesaid land bearing Plot No. 26 is one of such plot which comes under the 572 unauthorised layouts and on the receipt of regularization charges land admeasuring 278.58 Sq.Mtrs. is regularized on dated 16.04.2003 vide Permit No. B(West) 572/395/67/1785 by N.I.T. Nagpur as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 similarly Plot No. 27 admeasuring 232.25 Sq.Mtrs. vide letter No. 283 dated 23.06.2014 in case No. 2003090866, out of layout No. 572/SOM/395 issued by Building Engineer (West) N.I.T. Nagpur.

WHEREAS, as a result thereof, the **VENDOR** hereinabove has now become an exclusive, absolute and full owner of said plot No. 26 and 27 out of Khasara No. 93/1, 93/2 of Mauza-Somalwada with heritable and transferable rights therein and same is also accordingly mutated his name in all relevant record i.e. city survey, NMC and NIT, Nagpur as a owner of aforesaid plot.

WHEREAS, the **VENDOR** later on applied for amalgamation of the said plot No. 26 and 27 and the Assistant Director, Town Planning, Nagpur, Nagpur Improvement Trust, Nagpur vide his Permit No. ADTP/Rachana/32 dated 06.09.2017 has amalgamated the said Plot No. 26 and 27 into a single Plot. The amalgamated area of said plot No. 26 and 27 is 510.844 Sq.Mtrs.

WHEREAS the **VENDOR** has decided to develop the aforesaid amalgamated Plot Nos. 26 and 27 jointly into a **RESIDENTIAL ESTATE** by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. As **VENDOR** is unable to do so for want of requisite resource and manpower and building expertise. And **VENDOR** has expressed his desire to develop the aforesaid amalgamated Plot No. 26 and 27 with M/s Shri Yogeshwar Builders & Developers through its Proprietor Shri Satish Ajabrao Wankhede, a proprietorship firm, engaged in building construction business.

WHEREAS the **VENDOR** with the help of **CONFIRMING PARTY** decided to develop the aforesaid plots, as a result, **VENDOR** entered into an Agreement of Development with **CONFIRMING PARTY**. The said Agreement of Development is duly registered in the Office of Sub Registrar, Nagpur No.1 on dated 01.08.2017 at

Sr.No. 5156, and also executed General Power of Attorney, the said Power of Attorney is also registered in the Office of Sub Registrar Nagpur No. 1 on dated 01.08.2017 at Sr. No. 5157, thereby giving full authority to develop aforesaid plots.

WHEREAS accordingly, **CONFIRMING PARTY**/Builder prepared a plan of multistoried building proposed to be constructed on the said amalgamated Plot Nos. 26 and 27 and the same is duly sanctioned by building Engineer (West) of Nagpur Improvement Trust, Nagpur vide its Building Permit No. BE(South)/Case No.AB-12017091324, Tracking No. 201709184/9943/1061 dated 24.10.2017. Later on said building is known & styled as "DATTAKRUPA APARTMENT".

WHEREAS for the purpose of giving full and clear title to the prospective **PURCHASERS** of the various units in the proposed building to be constructed on the said Plot Nos. 26 and 27, the **VENDOR/CONFIRMING PARTY** herein has submitted the said plots of land alongwith the proposed construction thereon to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dated 02/12/2017 under Section 2 of the said Act and the same is duly registered in the Office of the Sub-Registrar, Nagpur-1, on even date, at Serial No. 7699/2017, in Book No. 1; AND

WHEREAS the **PURCHASER** herein above named has seen the property prior to the execution of this Agreement and also has taken the inspection of the said plan for the construction of the building as well as satisfied himself in respect of the **VENDOR's** title to the said property as good, valid and marketable; AND

WHEREAS, on demand from the **PURCHASERS**, the **VENDOR/CONFIRMING PARTY** has given inspection to the **PURCHASERS** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects Shri Nitin M. Zade bearing NIT License No. 2445, Consulting Civil Engineer and of such other document, as are specified under the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as "THE SAID ACT" and the Rules and Regulations made hereunder the **PURCHASER/S** have prior to the execution hereof peruse the titled documents, building plan and specification of the said project and the other documents and paperes disclosed by the **VENDOR/CONFIRMING PARTY** and satisfied themselves about the title of the **VENDOR/CONFIRMING PARTY** to the said property and Right to Sale the same on ownership basis. The **PURCHASERS** hereby confirm that the **VENDOR/CONFIRMING PARTY** has produced for inspection to the **PURCHASERS**, all information and documents and has made full and true disclosure as demanded by the **PURCHASERS** and the **PURCHASERS** are satisfied with the same and have no further or other information nor disclosure to be required from the **VENDOR/CONFIRMING PARTY**; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the **VENDOR/CONFIRMING PARTY**, authenticated copies of property card showing the nature of the title of the **VENDOR/CONFIRMING PARTY** to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'A', respectively; AND

WHEREAS, the authenticated copy of the Building Plan as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure 'B'; AND

WHEREAS, the authenticated copy of Agreement of Development and Power of Attorney executed and registered before Sub Registrar Office Nagpur No.1 have been annexed hereto and marked as Annexure 'C' & 'D'.

WHEREAS, the authenticated copy of specification of construction of the Building have been annexed hereto and marked as Annexure 'E';

WHEREAS, while sanctioning the said plan dated 24.10.2017, the Nagpur Improvement Trust, Nagpur has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **VENDOR/CONFIRMING PARTY** while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned authority; AND

WHEREAS, the **VENDOR/CONFIRMING PARTY** has accordingly commenced construction of the said building/s in accordance with the said sanctioned plan dated 24.10.2017; AND

WHEREAS, the **PURCHASERS** have applied to the **VENDOR/CONFIRMING PARTY** for purchase of Apartment No. _____ on _____ Floor, situated in the Building "DATTAKRUPA APARTMENT" being constructed on the said amalgamated Plot Nos. 26 and 27; AND

WHEREAS, the carpet area of the said Apartment is _____ square meters; Open/Enclosed Balcony area is _____ square meters; and "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the **PURCHASERS** or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the **PURCHASERS**), but includes the area covered by the internal partition walls of the apartment;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, the **VENDOR/CONFIRMING PARTY** has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

WHEREAS, under section 13 of the said Act the **VENDOR/CONFIRMING PARTY** is required to execute a written Agreement for sale of said Apartment with the **PURCHASERS**, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR/CONFIRMING PARTY** hereby agrees to sell and the **PURCHASERS** hereby agree to purchase the said Apartment.

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Ground Floor, and 4 (Four) Upper Floors. The Ground Floor consists of 1 room and Parking. The Upper Floors shall consists of 12 (Twelve) Apartments to be constructed by the **VENDOR/CONFIRMING PARTY** on the said Project Land in accordance with the plans, designs and specifications as approved by the Nagpur Improvement Trust, Nagpur.

1.a i) The **PURCHASERS** hereby agree to purchase from the **VENDOR/CONFIRMING PARTY** and the **VENDOR/CONFIRMING PARTY** hereby agrees to sell to the **PURCHASERS** Apartment No. _____ having carpet area admeasuring _____ Sq. Meters on _____ Floor in the Building "DATTAKRUPA APARTMENT" (Hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure 'B' for the

total sale consideration of Rs. _____/- (Rupees _____ Lakhs Only)

1.b Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is Rs. _____/- (Rupees _____ Only).

1.c The **PURCHASERS** have paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agree to pay to the **VENDOR/CONFIRMING PARTY** the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

MANNER OF PAYMENT :

Rs. _____ : (Rs. _____) Total Agreed Consideration

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the **VENDOR/CONFIRMING PARTY** by way of Value GST, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the **VENDOR/CONFIRMING PARTY**) up to the date of handing over the possession of the said Apartment. The **PURCHASERS** specifically agree to pay to the **VENDOR/CONFIRMING PARTY** all such Taxes & Insurance Premium as and when demanded and shall always keep the **VENDOR/CONFIRMING PARTY** indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST shall be required to be paid by the **PURCHASERS**. It shall be obligatory on the part of **PURCHASERS** to pay the amount of GST etc. simultaneously with the payment of each installment.

1.e The **PURCHASERS** do hereby state and declare that it shall be the sole liability and responsibility of the **PURCHASERS** to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the **PURCHASERS** from the Sale Consideration payable to the **VENDOR/CONFIRMING PARTY** and the to credit the same in the appropriate account of Income Tax Department.

1.f The total price is escalation free, safe and except escalation/increase due to increase on account of development charges payable to the competent authority and or other increase in charges which may be levied or imposed by the competent authority/local bodies/government from time to time. The **VENDOR/CONFIRMING PARTY** undertake and agree that while raising demand on the **PURCHASERS** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **VENDOR** shall enclose the said Notification/Order/Rules/Regulation published/issued in that behalf to that effect along with the demand letter being issued to the **PURCHASERS**, which shall only be applicable on subsequent payments.

1.g THAT the **VENDOR/CONFIRMING PARTY** shall be exclusive in-charge of the construction without any let or hindrance or interference by the **PURCHASERS** or any other contractor and under no circumstances during the subsistence of this contract, the **PURCHASERS** shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory