AGREEMENT OF SALE

VALUED AT RS. /-

(RUPEES ONLY)

FLAT/APARTMENT NO. , MOUZA – CHINCHBHAVAN,

TAHSIL – NAGPUR , DISTRICT – NAGPUR

THIS AGREEMENT OF SALE is made and executed on this th day of 2019 at Nagpur, District - Nagpur.

:BETWEEN:

MR. MANISH RAMESHRAO BARSAGADE, aged about 36 years, Occupation – Proprietor of **M/S. GEETAI CONSTRUCTION CO. ,** Office at **.A/11 NIT Complex,Ayurvedic layout, old mirchi bazzar** , Nagpur, here-in-after referred to and called as **"THE VENDOR/OWNER/ DEVELOPER"**, which expression unless repugnant to the subject, meaning or context thereof shall always mean and include the said **VENDOR/OWNER/DEVELOPER** as well as his legal heirs, successor, administrator, executors, assigns and all other person or persons claiming through or under him, the Party No.1 of **THE FIRST PART** ;

AND

MR . **, (PAN NO.-** **)**

aged about years ,occup- service , R/o.

, Nagpur , here-in-after referred to and called as **"THE PURCHASER",** which expression unless repugnant to the subject, meaning or context thereof, shall always mean and include the said PURCHASER as well as his/ her legal heirs, assigns and all other person or persons claiming through or under him/ her, the Party No. 2 of **THE SECOND PART**;

AND **WHEREAS** the Vendor has purchased the said property from **MR. ASHOK KUMAR PURANMAL AGRAWAL** ,Vide DEED OF SALE , registered at serial no - 66/2019 , Dated - 03/01/2019 .

WHEREAS the MR. ASHOK KUMAR PURANMAL AGRAWAL has purchased the said property from MRS. BIMLADEVI W/O RAMPRAKASH AGRAWAL , R/o. Central Avenue, Nagpur, Vide DEED OF SALE , registered at serial no - 6074/2010 Dated - 13/12/2010, AND MRS. BIMLADEVI W/O RAMPRAKASH AGRAWAL purchased the said property from Suraj Gruha Samasya Nivaran Sanatha Maryadit ,Nagpur , by a Sale Deed dated 27/12/1989, Which is duly Registered in the Office of the Joint Sub-Registrar , Nagpur in Addl. Book . No. 1 , Volume No. 1073 on Pages 197 to 198 at Sr. 11081(P) on even date , and also executed Correction Deed Dated 28/10/2009 between society and MRS. BIMLADEVI W/O RAMPRAKASH AGRAWAL ,Which is duly Registered in the office of Sub - Registrar Nagpur No. 1 at serial No. 5188 on even date .

AND WHEREAS, the Vendor is constructing a Scheme on the said Plot for which the Vendor has got sanctioned building plan vide Building Permit No. BE(WEST)/CASE NO AB-W-212 / Tracking No. 201806205 /1783/358 , dated 07/12/2018 issued by the Nagpur Improvment Trust, Nagpur. The Vendor has also executed one Deed of Declaration on ---------- at Serial No. ----------, before Sub-Registrar, Nagpur-.

AND WHEREAS the Purchaser being interested to purchase Flat/Apartment specifically described in schedule, approached the Vendor/Developer and after due inspection/verification of plan and site etc., the Purchaser choose and desired to purchase **FLAT/APARTMENT NO.** , situated on the ———. The Purchaser has also satisfied himself / herself, in respect of the title of the Vendor, to the said property as good, valid, legal and marketable and same and after due verification of the same, the Purchaser herein was desirous to execute the present agreement and all other relevant deeds and documents and has no further quarries regarding the same.

AND WHEREAS upon the Purchaser choosing the said Flat, the parties have negotiated the terms and conditions on which the instant transaction is finalized. It is felt expedient by the parties to reduce into writing, the said terms and conditions, on which the Vendor/Developer has agreed to sale to the Purchaser, as under :-

NOW THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. Definition clause:- Unless repugnant to the context or the context requires otherwise –

1.1 Property under sale: - That, the purchaser has agreed to purchase for his/her exclusively residential use, **Flat/Apartment No. ———,** situated on the First Floor, having Super Built up area of about —— Sq.Mtrs. (Sq.Fts.), together with undivided proportionate share in land --- % in the said plot No. 116, in the scheme of Developer by name **"GEETAI PLATINUM ",** which is described in detail in the Schedule "A'' annexed hereunder.

1.2. Price: - That, the total consideration of the **Flat/Apartment** chosen by PURCHASER and hereby agreed to be sold, is fixed at **Rs.————-/- (Rupees ———————————— Only).** This price does not and shall not include the amount separately payable such as GST, Transformer Charges,NMC/NIT charges, stamp duty,

registration charges, OC charges ,legal expenses etc., which the Purchaser has to bear. All such price, cost, charges, taxes, expenses, over due interest, if any etc. as mentioned in this para and elsewhere shall constitute the "consideration" amount.

1.3 Nominee Clause :- That the Vendor will execute the Sale Deed in favour of the Purchaser or any of his/her nominee(s) or any person suggested by the Purchaser.

2.1 SCHEDULE OF PAYMENT:

That out of **Rs.** ————/- **(Rupees** ———— **Only)**, the Purchaser has made the payment

MANNER OF PAYMENT:

Rs. ————/- Rupees ———— Only paid by cash

Rs. ———/- Rupees ————

———— , Nagpur on dated ———=——

RS. ———— /-

In this manner the Purchaser has paid Rs. ———-/- (Rupees ———— Only) to the Vendor. Purchaser will pay remaining amount to the vendor at the time of sale deed.

2.2 Schedule of the Payment of the "consideration":- The "price" being the part of the "consideration" shall be payable as aforesaid. The other part of the "consideration" other than the "price" shall be payable as and when payable to the various authorities / persons/advocates/service providers etc. as the case may be or as and when required by the Developer /Owner in their sole and unqualified discretion or before demanding the physical possession of the Flat or seeking the execution and registration of the conveyance, which ever is earlier.

2.3 "Payment Time" shall be the essence of the contract:- The time for payment of the "consideration" and other dues, costs, charges, etc. under this contract shall be the essence of this contract and condition precedent.

2.4 Default in payment of "consideration": - The Purchaser shall pay the stipulated "consideration" and other dues on the due date and time and the place (i.e. the office of the Developer). Further the Developer are not bound to give any notice requiring such payment and the failure of giving of notice shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

2.5 Charging of interest :- The time, being the essence of contract, the Purchaser shall pay the "Consideration" on due dates/time. Notwithstanding anything contained in the agreement and without prejudice to any of the developers' right to cancel the contract and without prejudice to any of the terms of this agreement, it may, at its sole and absolute and unqualified discretion, allow the delayed payments on such terms as it may deem fit and subject to charging of compound interest at the rate of 24% (twenty four) per annum with quarterly rest for the defaulted period.

2.6 Cancellation of agreement: - The time being the essence of the contract, and the payment of "consideration", cost, charges etc. being the *condition precedent;* it is clearly understood by the purchaser that notwithstanding anything contrary contained in the agreement and without prejudice to any of the rights of the Developer to charge the interest on the overdue "consideration", it shall be always open for the developer to treat this agreement as cancelled and annulled due to non-adherence of the any of the terms of the agreement by the purchaser. In that event, the developer may deduct the 10% (ten percent) of the total "consideration" and the Purchaser may be eligible for refund of the balance, if any, without interest in due course.

2.7 Automatic cancellation: - Notwithstanding any thing contrary contained in the agreement and without prejudice to the any of the contents of the foregoing paras or other contents, if the purchaser fails to adhere strictly to any of the term and conditions of the this agreement, then the contract shall *ipso facto* come to an end and the Developer shall be relieved of all obligations under this agreement. No relaxation in past or present or indulgence in any form for any of the terms shall operate as waiver of this clause or any of the default clauses.

3. Measurement of Flat: - The Area of the said Flat may vary marginally due to various construction factors.

4. Satisfaction about the title:- The Purchaser has prior to the execution of this Agreement, satisfied himself/herself about the title of the parties and their authority to enter into this agreement, and has accepted the same..

5. Inspection of plan and specification: - The Purchaser hereby agrees and confirms that the developer has given the inspection of the plans and the specifications of the said property. The Purchaser agrees and covenants with the Developer or otherwise as may be necessary for the purpose of enabling the Developer to develop said Scheme in accordance with the said plans or such other plans with such additions and alterations as the Developer may in its sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of any other appropriate authorities in that behalf or after the grant of such approval or sanction relating thereto. The Purchaser agrees that the said consent is irrevocable.

6. Consent for modification etc.: - In the event of the Developer desiring to make alterations or additions in the said property under building bye-laws, rules and regulations of any other Authority or otherwise, the Developer shall be entitled to do so. The Purchaser hereby consents for such addition or modifications etc.

7. Construction of the Flat:- The development of the Scheme depends upon the cooperation and assistance from Waterworks/ MSEDCL/ Government Authorities etc. As such any latitude from such authorities may delay the construction.

8. Address of Serving of Notice: - All letters, receipt, notices to be issued and served upon the Purchaser shall be deemed to have been duly issued and served, if sent to the Purchaser at the address mentioned in this agreement, by pre-paid post or under Certificate of posting or by fax or email and shall duly and effectually discharge the Developers/Owner.

9. Delivery of Possession: - The actual and physical possession shall be delivered only upon the receipt of the complete "consideration" by the developer and upon executing a written and stamped document while handing over the possession in favour of the purchaser.

10. Unlawful entry:- Upon execution of this agreement, the purchaser shall not have any right, title or interest for entry or right to use or occupy the Flat in any form in any manner. Notwithstanding anything contained, any such attempt, whether unsuccessful or otherwise, in any form, shall amount to the criminal trespass and shall make the purchaser or any body claiming through or under him liable for criminal and civil consequences; beside instant and automatic cancellation of the agreement; and

permanent and full forfeiture and deprivement of the "consideration", if any paid. Besides that the purchaser and all such person shall be liable for liquidated damages not less than the price of the Flat prevailing and other exemplary damages. Similar shall be consequences of any attempt of encroachment or intrusion.

11. Applicability of acts of God, acts and omission of purchaser etc: - The Developer and Owner agree to complete the said sale on or before the expiry of the period of the Twelve Months from the date of execution or registration of this agreement, whichever is latter, subject to the purchaser paying the "consideration" amounts on due dates/ time/place and fulfill all his obligations. The obligation of the developer and Owner is subject to any Acts of God, *Vis Major, Force Majeure* which include earthquake, flood, change of law, any acts or omission on the part of the purchaser making completion of contract by the Developer and Owner as impossible or difficult one, and any other like situation, or any other reasons beyond the control of the Developer. The Purchaser shall not be entitled to claim any damages whatsoever. Any litigation initiated in the matter pertaining to the said Flat /property etc. shall be construed as acts of God. Delay in getting the required permissions; consents etc. shall entitle the developer to proportionately postpone the execution and registration of the conveyance.

11.1. Under no circumstances the Purchaser shall be entitled to the possession of the Flat unless and until all payments required to be made under this Agreement by the Purchaser have been made to the Developer and other obligations, terms and conditions agreed by the purchaser and mentioned in this Agreement are carried by the Purchaser.

12. Constructions in accordance to the plan: - The purchaser is aware of the terms of the sanction of the building plan. The developer shall not be responsible for any consequences arising out of the breach of the conditions by the Purchaser. The Purchaser shall not erect anything which is not sanctioned .

13. Requisition by MSEDCL : - In the event of any portion of the said property being required by the MSEDCL for putting up an electric sub-station/Transformer etc. then the Developer shall be entitled to give such portion to MSEDCL or any other body for such purpose on such terms and conditions as the Developer shall think fit.

14. Non-liability after handing over of the Flat:- The Developer shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the said Flat to the Purchaser.

15. Payment of Municipal Taxes etc. : -

15.1 So long as each Flat in the said Scheme is not being separately assessed for taxes, revenue, non agricultural taxes and water rates etc. by other authorities, the Purchaser shall pay proportionate share of the water taxes and other taxes/levies/ outgoings etc. assessed on the whole property/ Scheme PROVIDED, HOWEVER, that if any special taxes and/or rates are demanded by authorities by reason of any permitted use, the Purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the Flat, the Purchaser and other purchasers shall observe and perform all the Rules and Regulations of statutory bodies and shall indemnify and keep indemnified the Developer against any loss or damage. The liability of the purchaser to pay the taxes, levies and other like liability etc shall commence from the date of this agreement.

15.2. That, the purchaser shall also pay Sales Tax/Turnover Tax, Service Tax, V.A.T. or any other tax which is due or may be levied by the Government of Maharashtra or the Union Government or any other authority at any time in future with retrospective effect on the cost of the construction of the said Flat or on the cost of the said building materials used.

16. Reimbursement of certain taxes etc.: - The Purchaser hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Developer, the same shall be reimbursed by the Purchaser to the Developer in proportion to the area of the Flat agreed to be purchased by the Purchaser and in determining such amount the decision of the Developer shall be conclusive and binding upon the Purchaser.

17. Non-transfer of rights of this agreement: - The Purchaser shall not let, sub-let, sell, transfer, convey, gift, mortgage, charge or in any way encumber or deal with or dispose of his Flat unit or assign, under-let, give on leave and license, part with possession etc, of his interest under or the benefit of this Agreement or any part thereof, till all his dues of whatsoever nature owing to the Developer are fully paid and only if the Purchaser has not been guilty of breach of or non-compliance with any of

the terms and conditions of this Agreement and until he obtains previous consent in writing of the Developer.

18. Right to enter/ repair etc. :- The Purchaser shall permit the Developer or other purchaser and their Surveyors or agents with or without workmen and others at all reasonable times to enter into and upon his Flat or any part thereof to view, examine, repair etc.

19. That, the Purchaser shall abstain from doing any act, deed or thing which would cause annoyance or inconvenience, disturbance, or obstruction to other purchasers of the undivided proportionate share in the said plot and the occupier or owner of the other Flat in the said plot in any manner whatsoever.

20. Name of the scheme etc:- The name of the scheme shall be exclusive prerogative the developer/Vendor.

21. Payments of cost etc.:- All costs, charges, and expenses in connection with preparing, embossing, franking, stamping and registering all the agreements, conveyance or any other documents required to be executed by the Developer and/or the Purchaser as well as the entire professional costs of the Advocates of the Developer in preparing and approving all such documents shall be borne and paid proportionately by all the purchasers / holders of the said Flat in the said plot. The Purchaser alone shall also proportionately pay all stamp, registration and other out-of-pocket expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand. The Developer/ Vendor shall not contribute anything towards such expenses.

22. That, the Developer/Vendor shall not be liable to pay compensation or to make good any defect in the proprietary items used in the construction of the said **Flat,** and proper claim regarding this shall directly be made by the Purchaser, to the manufacturer of such items, keeping the Developer/Vendor indemnified.

23. Open space, parking and other areas to be the property of Developer :-

23.1 The Purchaser shall have no claim save and except in respect of the Flat. The Developer shall be entitled to utilise any increased or unconsumed FSI on the plot of land. All open spaces, parking etc., subject to rights of the Developer on the FSI. It is specifically agreed between the parties that the Developer shall utilize the available

unconsumed permissible F.S.I. which is now available or that may be available in future and the Purchaser shall not obstruct the Developer from utilising and consuming the said F.S.I. in respect of the said plot of land. In other words, all the rights, title and interest over such unconsumed FSI and future FSI shall remain with the Developer. The purchaser shall not create any let or hindrance in the process of consumption of unconsumed FSI &/or future FSI which may be available to the Developer on account of change of building regulations.

23.2. That, the entire open space of land, stair case, meter room, switch room all fitting and fixtures thereon shall always be common properties for the use and beneficial enjoyment of all owners/occupants in the said building and it is hereby clearly understood by the purchaser that he/she will not be entitled to exclusive use of any part or portion thereof.

23.3 That, the cost of the repairs of the common services like Electricity, drains, rain water pipes, and or their common appliances etc. shall be borne and paid by the purchaser jointly with other Apartment Owners in proportionate share.

24. Priority and Primacy of dues of the developer:- The Developer shall, in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said Flat agreed to the acquired by the Purchaser.

25. PURCHASER'S DUTY TO MAINTAIN THE FLAT: -

25.1 The Purchaser shall maintain at his own costs, the Flat unit agreed to be purchased by him/ her in the good condition, state and order in which it is delivered to him/ her and shall; abide by all Bye-laws, Rules and Regulations of the Government, Municipal Corporation or of any other authorities and shall not violate any of the conditions or Rules or Bye-laws of the said authorities and shall observe and perform all the terms and conditions contained in this agreement. The Purchaser hereby covenants to keep the Flat, walls, drains, pipes and appurtenances thereto belonging in good repair condition and in particular so as to support shelter and protect the parts of the building other than his/her Flat. The purchaser shall not do or cause to be done any act in his/her Flat or in any part of the building by which the elevation of the building is modified or changed even to a slightest extent.

25.2 It is agreed by the Purchaser that the Elevational Part can not be changed or disturbed by him/her and the Balconies of the Apartment agreed to be purchased by him/her can not be enclosed, if in this regard, the Purchaser found to do so, he/she can be penalized and the losses and repair charges will be borne by the Purchaser only. No additional Grills or Glasses or any thing will be allowed in the Elevational part or Balcony Areas. The Purchaser will not be allowed any type of additional construction in the Elevational Part and outer area, in any condition.

26. Sale deed : The Purchaser shall lodge this Agreement for registration with registering authorities within the time specified under the Registration Act

SCHEDULE "A"

DESCRIPTION OF FLAT CHOSEN BY PURCHASER

ALL THAT R.C.C. structure consisting of a residential unit having **Flat/Apartment No. ——,** situated on the ———, having Super Built up area of about —— **Sq.Mtrs. (——— Sq.Fts.),** together with undivided proportionate share in land **-----%** in the said plot No. 116, in the scheme of Developer by name **"GEETAI PLATINUM ",** being constructed on **Plot No. 116**, total admeasuring about **598.36 Sq.Mtr.**, situated in the layout of Suraj Gruha Samasya Niwaran Sanstha Nagpur, bearing Khasra No.24/1, **Sheet No. - 736, City Survey No.-76, Mouza – Chinchbhavan**, Tahsil and District – Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur. The said plot is bounded as under:-

Towards East	–	Road,
Towards West	–	Open Land ,
Towards North	–	PLOT NO -115 ,
Towards South	–	PLOT NO - 117

(SPECIFICATIONS)

Structure	:-	R.C.C. Frame structure
Wall	:	Brick wall 6" & Inner wall 4 ½ ".
Plaster	:-	Inner & Outer Plain Plaster
Flooring	:-	24 X24 Tiles in all Room & 1 x 1 plain tiles in Balcony. In Toilet 8 X 12" glazed tiles on wall and Antiskied tiles on floor Green Marble on kitchen otta top with stainless steel sink of 16" X 18" size
Electrification	:-	3 & ½ point in each room & T.V., telephone point in hall, power plug in Both toilet & kitchen (as per drawing)
Painting	:-	Wall putting in hall only & oil bound distemper in all room, other room without putting & oil paint on flush door.
Door	:-	Outer Door teak wood door & other door flush door with cement frame.
Window	:-	All window plain aluminum window with diamond glass with legend M.S. Grill (as per drawing)
Plumbing	:-	One point in kitchen side washing, 1 shower point in toilet and 3 tap point in toilet, and one drinking water point and one washing point above sink in kitchen, wash basin point on both toilet.

Note :- The Purchaser has to pay Extra Charges

Meter i.e. Water meter and electric meter

Lift charges extra

All Govt. Taxes Extra i.e. GST etc.

Registration charges Extra, OC / NOC of NMC/NIT charges extra

Transformer charges Extra.

Extra work payment should be taken before work.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF AGREEMENT FOR SALE OF FLAT ON THE DAY, DATE, MONTH AND THE YEAR FIRST ABOVE MENTIONED IN PRESENCE OF THE ATTESTING WITNESSES AS FOLLOWS:

Drafted by.- Adv. Akash Raut

WITNESSES:

1._____

FOR M/S. GEETAI CONSTRUCTION CO.

PROPRIETOR

_____

MANISH RAMESHRAO BARSAGADE

(VENDOR/DEVELOPER)

2._____

_____

(PURCHASER)