

AGREEMENT TO SALE

(VALUED FOR RS. _____)

THIS DEED OF AGREEMENT TO SALE is made on this _____
BETWEEN

M/S. M.M. INFRASTRUCTURE

Through its Partner

1. SHRI PRAKASH S/O GOVINDRAO CHAUDHARY,

Aged About 44 yrs, Occu. – Private,

R/o Plot No. 692 New Subhedar Layout, Nagpur – 440 024.

2. SHRI ANIL S/O BABURAO SATFALE

Aged About 55 yrs, Occu. – Private,

R/o 129 - “MATOSHREE” Dattatray Nagar, Nagpur - 440024

3. SHRI PRASHANT S/O VITHTHALRAO NERKAR

Aged About 44 yrs, Occu. – Private,

R/o Plot No.40 Sarvdhya Society, Swagat Nagar, New Narsala Road, Nagpur 440034

Hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR**, as well as his legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

PARTY NO 2

(Hereinafter referred to as the “**PURCHASER**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, as well as his/her/their respective legal heirs, successors, administrators and assigns **OF THE SECOND PART**)

WHEREAS, the Vendor is the sole and absolute owner of **ALL THAT** piece and parcel of land bearing **Plot No. 94** of **Mauza Harpur**, in **Kh. No. 25/3**, P. H. No.39, Sheet No. 352/15, City Survey No. 594 total admeasuring area as per R.L. of Nagpur Improvement Trust about 362.37 Sq. Mts Ward No. 20, House No. 3151/94 in the layout of Diamond Co-op Housing Society Ltd, Nagpur within the limits of the Nagpur Municipal corporation and Nagpur Improvement Trust Ta and Dist, Nagpur, and more particularly described in the schedule written hereunder.

WHEREAS above Plot No. 94 originally belonged to Diamond Co-op Housing Society Ltd, Nagpur. That said Diamond Co-op Housing Society Ltd, Nagpur through

its President Shri Rambhau Rukdeoji Bansod has sold said property to Shri Vasantao Rajaramji Satfale by way of Registered Sale Deed Dt. 07/02/1979, which is duly registered at Serial No.194(P) in the office of Jt. Sub-Registrar Nagpur City - 2,

WHEREAS said Shri Vasantao Rajaramji Satfale left for heavenly abode on 04/07/2007 leaving behind him Smt Vaishali Vasantao Satfale, Shri Vishal Vasantao Satfale and Shri Ashish Vasantao Satfale the only his legal heirs, who inherited his share in the said property by way of intestate succession.

WHEREAS the above said Plot No. 94 was covered under the 572 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 94 are Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. BE(S)/572/296/2140/3821 Dated 25/08/2004. As per the said permit regularized area of Plot No. 94 is admeasuring about 362.37 Sq. Mtrs.

WHEREAS Smt Vaishali Vasantao Satfale, Shri Vishal Vasantao Satfale and Shri Ashish Vasantao Satfale has sold Plot No. 94 to the Vendors i.e. M/s M.M.Infrastructure by way Registered Sale-Deed dated the 10/08/2018 which is duly registered in the Office of the Sub-Registrar, Nagpur 2, Nagpur in Book No. 1 at Sr. No. 6041 on same day;

WHEREAS the name of the Vendors are recorded in the records of City Survey, Nagpur Improvement Trust and Nagpur Municipal Corporation as owners, **AND**

WHAREAS the vendor having acquired the absolute ownership of said land Plot No.28 and is interested in its development for its optimum utilization; **AND**

WHAREAS the Vendors are interested to develop property i.e. Plot No. 94 into a Residential Complex at the cost of Vendors by constructing a multistoried building to be Known as “**SAI MAULI RESIDENCY**” consisting of separate apartments therein; **AND**

WHEREAS the Vendor has accordingly prepared a plan of multistoried Building known as “**SAI MAULI RESIDENCY**” and same is sanctioned by the Building Engineer of Nagpur Improvement Trust bearing Building permit BE(South) Case No. AB-S-669/Tracking No.2018092951/853 Dated 30/10/2018 **AND**

WHAREAS the purchaser has satisfied herself / himself in respect of the Vendor's title to the said Property as good, valid, and marketable **AND**

WHAREAS, the Purchaser, being desirous of purchasing an Apartment for her / his use in the said Multistoried building with heritable and transferable right therein, has

approached the Vendors and expressed his desire and willingness in R.C.C. Superstructure comprising **Apartment No. ____** covering a **Net Carpet area admeasuring about ____ Sq. Mtrs.** on the **____ Floor** of the building proposed to be constructed on the said Plot No.94 and after detailed negotiations the Vendors as agreed to sell the same to the Purchaser and the Purchaser has also specifically agreed to purchase the same agreeing inter-alia to pay, provide and contribute the entire agreed cost of consideration thereof **Rs._____-/-** to the Vendors upon the following terms and conditions.

NOW THEREOF IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN
THE PARTIES HEREBY AS FOLLOWS:

1.) THAT the VENDOR will sell and PURCHASER will buy the **7.110 %** undivided share and interest in all that piece and parcel of land bearing **Plot No. 94** of **Mauza Harpur**, in **Kh. No. 25/3**, P. H. No.39, Sheet No. 352/15, City Survey No. 594 total admeasuring area as per R.L. of Nagpur Improvement Trust about 362.37 Sq. Mts Ward No. 20, House No. 3151/94 in the layout of Diamond Co-op Housing Society Ltd, Nagpur within the limits of the Nagpur Municipal corporation and Nagpur Improvement Trust Ta and Dist, Nagpur **TOGATHERWITH** the entire R.C.C. Superstructure comprising **Apartment No. ____** covering a **Net Carpet area admeasuring about ____ Sq. Mtrs** on the **____ Floor** of the building proposed to be constructed on the said plot and to be known and styled as **“SAI MAULI RESIDENCY”** and more particularly described in the FIRST and SECOND SHEDULE hereunder written.

2.) THAT the total agreed price is **Rs._____-/-** towards the cost of construction and cost of undivided shared of the said Land, which the Purchaser has specifically agreed to pay the consideration amount to the Vendor in the following manner.

MANNER OF PAYMENT:-

- 1 Rs. _____/- (Rs._____) paid by the purchaser to the Vendor
Dt._____ as Booking Amount in way of Cheque No :
_____ Bank : _____ and the
receipt whereof is hereby acknowledged by the Vendor.

- 2 Rs. _____/- (Rupees _____) agreed to be paid by
the purchaser to the Vendor after Completion of Plinth.

- 3 Rs. _____/- (Rupees_____) agreed to be paid by the
purchaser to the Vendor after casting of First Slab.

- 4 Rs. _____/- (Rupees _____) agreed to be paid by the
purchaser to the Vendor after casting of Second Slab.

- 5 Rs. _____/- (Rupees _____) agreed to be paid
by the purchaser to the Vendor after casting of Third
Slab.

- 6 Rs. _____/- (Rupees _____) agreed to be paid by
the purchaser to the Vendor after casting of Fourth
Slab.

- 7 Rs. _____/- (Rupees _____) agreed to be paid by the
purchaser to the Vendor after casting of Fifth Slab.

- 8 Rs. _____/- (Rupees _____) agreed to be paid by the
purchaser to the Vendor after completion of Brick
Work of said Apartment

- 9 Rs. _____/- (Rupees _____) agreed to be paid by the
purchaser to the Vendor after Finishing of said
Apartment

- 10 Rs. _____/- (Rupees _____) agreed to be paid by the
Purchaser to the Vendor on or before taking over the
actual possession of the chosen Apartment or
Registration of sale deed whichever is earlier.

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Rs. _____/- (RUPEES _____)

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That the purchaser shall pay the respective installments as stipulated herein above strictly on the stage mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the **ESSENCE OF**

AGREEMENT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchasers failure to pay the above installment on due stages. It is specifically understood by the Purchaser that no extensions of time for payment of any of the installment shall granted to him by the Vendors and in that event the Vendors shall be at full liberty to resell the said Apartment together with the undivided Proportionate share, interest in the said plot of land to any other intending buyer with 15 days intimation or notice to the purchaser and in such cancellation return back the amounts till then received by the Vendors to the Purchaser free of any interest thereon within 6 (Six) Months from the date this agreement standing terminated and cancelled and also after deducting therefore a fixed amount of Rs.1,00,000/- (Rupees One Lac Only) of the total consideration amount 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, shall not be a ground for payment of the installments on due stages.

3.) 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.

4.) THAT the purchaser has satisfied himself/herself with respect to the Vendor's title to the said property as good, valid and marketable and she has satisfied herself about the Vendor's right to enter into this agreement with Purchaser.

5.) THAT the said property is believed and shall be taken to be correctly in the Schedule hereunder written and be sold subject to the outgoing agreement, restrictions and right of the Vendors and the co-owner of the remaining undivided share in the said plot of land and the owners of the built-up spaces/Apartments/shops in the proposed building effecting the same and if any mis-statement, error, or omission shall be discovered, nor shall any compensation be allowed in respect thereof to the Purchaser but all the same, such mis-statement, error, or omission will always subject to correction by the parties hereto.

6.) THAT all the expenses for installing the electric meter as well as corporation water connection shall be borne by the Purchaser. THAT if the Maharashtra State Electricity Board insists upon the installation of power transformer for this Building, or demands Security Deposit or room wise deposit, then in such case the Purchaser agrees to provide and contribute the proportionate cost thereof which shall be besides the consideration herein above agreed to by the Purchaser.

7.) THAT in case extra amenities for entire building and property for more safety and for making it luxurious and beautiful are required to be done, the expenses thereof shall be borne by the purchaser proportionately along with the other apartment

owners of the said complex and if any extra or additional amenities or facilities other than compulsory amenities are required by the Purchaser for his/her own flat than what is provided under said agreement, the cost of the same shall be borne by the Purchaser individually.

8.) THAT the Vendor has reserved their right to revise the sanctioned plan subject to approval of the Nagpur Improvement Trust, Nagpur or any concern authority.

9.) THAT the Vendor shall not deliver the actual possession of the said Apartment to the Purchaser till the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including stamp duty and registration fees and G.S.T., Sales Tax /Turn Over Tax, Service Tax, V.A.T. etc. are paid by him/her in full to the Vendors.

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

11.) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other in the said building the Vendor has executed and registered a Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act 1970 on 20/11/2018 which is duly registered in the office of Sub-registrar Nagpur No.2 at serial No._____.

12.) THAT the Vendor shall complete the said Building and make the Apartment chosen by the Purchaser available within 24 months from the date of this Agreement to the Purchaser making payment of the installment agreed as per schedule written above.

13.) THAT the Purchaser agreed to incorporate such terms, conditions, stipulation, and restrictive covenants in the Sale Deed as are not set forth herein but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment owner interest, in the accordance with the provision of the Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

14.) THAT the available open space, the common areas and facilities as may be provided in the said Building shall be of common use of the all Apartment Owners in the said Building and shall always remain Undivided and no partition or division of any

part thereof will be effected or carried out the Purchaser severally or jointly with any other Apartment owners.

15.) THAT the Purchaser hereby specifically agrees with the Vendor that even after his taking over possession of the Apartment chosen by her (on receipt of possession letter from the Vendors) they will not object or prevent or obstruct the Vendors in way carrying on and completing the work of the other Apartment in the said building and keeping building material on the available open land.

16.) THAT the Vendors reserves its right to erect any additional construction on the available open space or on the top or terrace of the Building till the F.S.I. is not consumed without any objection or interference from the Purchaser. It is also agreed by the Purchaser that in the event of increase in the F.S.I., the proportion or percentage of the Purchaser in the plot shall always be subject to proportionate reduction if some additional apartments are constructed by the Vendors

17.) THAT Purchaser expressly makes clear and expressly agrees that commencing in a week after notice is given by Vendor to Purchaser, that the Apartment is ready for her use and occupation, the Purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the flat of outgoing in respect of the said land and building namely local taxes, sales taxes betterment charges, NIT ground rents or such other levies, levied by the local authorities and / or Government, water charges, Chowkidars, Sweepers and all other expenses necessary incident to the management and maintenance of the said land and buildings until the society limited company, Association is formed, purchaser shall pay to Vendor provisional monthly contribution of Rs.1000/- per month which may be altered by Vendor towards the out goings as stated herein above.

18.) THAT the Purchaser shall individually pay all corporation taxes, cesses etc as may be levied on the Apartments chosen by her with effect from the date of registration of the Sale Deed or from the date of her taking possession thereof whichever may be earlier.

19.) THAT the purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendors. Else he/she shall be treated as trespasser.

20.) THAT the Vendor do hereby agree with the Purchaser that on receipt of the balance sale consideration and also upon the payment of legal charges including stamp duty and registration fees, registration expenses and payment of GST., Sales Tax, Service Tax, VAT and all other taxes and cessess etc. that may be levied and payable at the time of Registration from Purchaser, Vendor shall execute a proper Sell Deed relating

to the Undivided share and interest in the said plots and also the entire R.C.C. superstructure comprising **Apartment No.** _____ on _____ **Floor** in favor of the Purchaser or his / her nominee(s) and get the same duly registered at the cost of Purchaser in accordance with the law in force

21.) THAT it is understood by the purchaser that the Vendor shall have all the right to display any type of board, sign, banners etc. for advertisement on any exterior part or top or terrace of the building then the Purchaser will neither object / disturb it nor obstruct its visibility in way. The Vendors shall not pay nor the Purchaser shall demand any rent for any sign board display by it. The electricity supply of this display shall be from common electric meter.

22.) THAT it is understood by the Purchaser that the construction is heterogeneous in nature comprising R.C.C. and Brickwork. It is understood by the Purchaser that shortcoming inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion or unequal settlement of footings are likely those due to unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variations in dimension shown in the sanctioned plan or mentioned in this agreement and no compensation shall be given to the Purchaser for such variations.

23.) THAT the Vendors do not hold vacant land in excess of the ceiling limit laid down under Urban Land (Ceiling And Regulation) Act, 1976. Hence permission of the Competent Authority Urban Land Ceiling Nagpur under Section 27 is not necessary.

24.) THAT all the notice to be served on the Purchaser as contemplated by this agreement shall be deemed to have been delivered and served if sent to the Purchasers by registered post or under certificate of posting at his address as describe above.

25.) THAT the Purchaser agreed to form a Apartment Owners Association along with other Apartment owners in the scheme as and when called by the Vendor.

26.) THAT the Purchaser shall not alter his apartment contravention to the sanctioned building map. That the Vendor has reserved their right to revise the sanctioned plan. It is agreed that the purchaser will not take objection for revise the sanction plan and also accordingly to correct the Deed of Declaration.

27.) THAT It is expressly agreed between the parties that nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of said apartment or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold

to him and all open parking space/spaces, lobbies staircase recreation spaces etc. will remain under the control of the Vendor until the said land, building is transferred to the society, limited company, Association as herein before mentioned.

28). THAT the Purchaser shall use the residential Apartment for residential purpose only and he/she is prohibited from setting up business of selling/marketing of Alcohol, Liquor, Wine, Fish, Chicken, Meat, Lottery, Prostitution or of similar nature or any business prohibited by law in the unit purchased by her.

29.) That the Purchasers undertake to notify in writing any changes in his address to the Vendors.

30.) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators, one to be appointed by each of the parties hereto. The Arbitrator will have the authority and to - (A) Interpret the term of this Agreement (B) To settle the dispute in respect of any aspect regards the construction and sale of the Apartment, (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 the Arbitrator shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. The parties specially agree not to approach any court of law without first availing the Arbitrators proceeding.

31.) THAT all the provisions of the Maharashtra Apartment Ownership Act, 1970 shall be applicable to this agreement. That this agreement is subject to the jurisdiction of the competent civil court at Nagpur.

32.) THAT all the expenses on account of preparation of all kinds of documents, including the cost of stamp duty, Registration fees and other miscellaneous expenses payable thereon have been agreed to be bourn and paid by the Purchasers to the Vendor.

33.) That Purchasers shall when called upon by the Vendors, sign and execute all documents and instruments pertaining to and required for the said Apartment / Shop chosen by her.

SCHEDULE OF THE PROPERTY

“A”

All that piece and parcel of land bearing **Plot No. 94** of **Mauza Harpur**, in **Kh. No. 25/3**, P. H. No.39, Sheet No. 352/15, City Survey No. 594 total admeasuring area as per R.L. of Nagpur Improvement Trust about 362.37 Sq. Mts Ward No. 20, House No. 3151/94 in the layout of Diamond Co-op Housing Society Ltd, Nagpur within the limits of the Nagpur Municipal corporation and Nagpur Improvement Trust Ta and Dist, Nagpur which is bounded as under: -

On the East	-	30 Feet wide Road
On the West	-	Plot No. 91, 92, 93
On the North	-	30 Feet wide Road
On the South	-	Plot No. 95

“B”

SCHEDULE OF THE APRATMENT AGREED TO BE SOLD

All that _____ % Undivided share and interest in the total land fully described in the Schedule “A” herein above, along with R.C.C. superstructure bearing **Apartment No. _____** covering a **Net Carpet area admeasuring about _____ Sq. Mtrs** on the _____ **FLOOR** of the building on said plot to be named and styled as **“SAI MAULI RESIDENCY”** to be constructed on the said piece of land

IN WITNESS WHEREOF, the parties to the Deed have set their respective hands, in presence of the witnesses hereunder, today at Nagpur on _____.

1	M/S. M.M. INFRASTRUCTURE Through its Proprietor SHRI PRAKASH S/O GOVINDRAO CHAUDHARY, (VENDOR)	<u>Left hand Thumb</u>	<u>Photo</u>
2	M/S. M.M. INFRASTRUCTURE Through its Proprietor SHRI ANIL S/O BAPURAO SATFALE, (VENDOR)	<u>Left hand Thumb</u>	<u>Photo</u>
3	M/S. M.M. INFRASTRUCTURE Through its Proprietor SHRI PRASHANT S/O VITHTHALRAO NERKAR, (VENDOR)	<u>Left hand Thumb</u>	<u>Photo</u>
4	(PURCHASER)		

WITNESSES

1.

2.



Allotment Letter

To,

Date: _____

Mr. _____

Residing at _____.

is hereby allotted a Flat no _____ on the _____ Floor in the scheme known as **SAI MAULI RESIDENCY**. Situated at **Plot No.94, Diamond Nagar, Mouza: -Harpur, District- Nagpur** having Built up area _____

Agreement Value:Rs. _____

Authorized Signatory

(M/S M M INFRASTRUCTURE)