

SALE AGREEMENT FOR RS. _____/-
MARKET VALUE AT RS. _____/-

COVERED UNDER ITMEN NO. _____ OF MOUZA GOREWADA HAVING
RATE OF RS. _____/- PER SQR.MTR AT PAGE NO. _____ IN THE READY
RECKONER FOR THE YEAR 2019-20

This Sale Agreement is made and executed at Nagpur on this ____ day of
_____, 2019, **BETWEEN**

M/S BHARMAL BUILDERS & S, PAN NO.AANFB0987G, a partnership
concern acting through its partners/authorized signatories;

1. **MR. MUSTAFA QAMRUDDIN LAHERI**, aged about 54 years R/o
Karanjekar Lane, Loha Oli, Itwari, Nagpur-440002,

2. **MR. HAKIMUDDIN S/O ABBASBHAI SUNELWALA**, aged about 50 years
R/o Karanjekar Lane, Loha Oli, Itwari, Nagpur-440002 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 its present
and future partners, their heirs, legal representatives, executors,
administrators, successors & assigns of the ONE PART;

AND

_____, aged about ____ years,
Occupation: _____, **PAN NO.** _____ Resident of
_____, Nagpur-440013, 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 their respective heirs, legal representatives, executors,
administrators, successors & assigns of the OTHER PART;

WHEREAS THE VENDOR are absolutely seized and possessed
of all that piece and parcel of land bearing Plot No.39 admeasuring 1491.5700
Sqr.Mtrs (regularized area) out of piece and parcel of land admeasuring about
0.29 Hectares i.e 2900 Sqr.Mtrs bearing Khasra No.14/1 of Mouza Gorewada,
P.H. No.8-A bearing City Survey No.15, Sheet No.14, within the Local Limits
of Nagpur Municipal Corporation, Tahsil and District Nagpur, (hereinafter
called as the "SAID PROPERTY") ;

WHEREAS the SAID PROPERTY was purchased by the VENDOR from Mrs. Palak w/o Vinodkumar Mansani (Miss Palak @ Shweta d/o Kishorkumar Nandwani) with the consent of Mrs. Sahima w/o Haji Sadique Bawla (Kachhi) {Miss Sahima d/o Dilawar Dalla} vide Sale Deed dated 31-03-2017 which has been registered in Book No.1 at Serial No.1708 with Joint Sub Registrar, Nagpur City No.2 on 05-04-2017;

AND WHEREAS as per the regularization done by the authorities of Nagpur Improvement Trust, the area identified as Plot No.39 has been increased from 1392 Sqr.Mtrs to 1491.57 Sqr.Mtrs and as such the area sold to the VENDOR was corrected vide correction deed dated 09-08-2019 has been registered in Book NO.1 at Serial No.4092 with Jt.Sub-Registrar, Nagpur-6 on even date ;

AND WHEREAS the VENDOR decided to construct a multi-storied building in and upon the aforesaid land and as such obtained the Sanction of Building Permit and Commencement Certificate from the authorities of Nagpur Improvement Trust Nagpur vide Permit No.BE(WEST)/Case No.Ab-W-32546/Tracking No.201903257/2191/782 dated 25-06-2019 and have decided to construct multi-storied building named and styled as "GULMOHAR PLAZA" thereon;.

AND WHEREAS the PURCHASER hereinabove named have satisfied themselves in respect of the VENDOR'S title to all that piece and parcel of land bearing Plot No.39 admeasuring 1491.5700 Sqr.Mtrs (regularized area) out of piece and parcel of land admeasuring about 0.29 Hectares i.e 2900 Sqr.Mtrs bearing Khasra No.14/1 of Mouza Gorewada, P.H. No.8-A bearing City Survey No.15, Sheet No.14, within the Local Limits of Nagpur Municipal Corporation, Tahsil and District Nagpur ,and the units therein being good, valid and marketable and they being desirous of owning an Apartment for their Residential use in the said Multistoried building with heritable and transferable rights therein approached the and expressed their desire and willingness to purchase all that _____ having the Carpet area of _____ Sqr.Mtrs and built up area of _____ Sqr.Mtrs located on the _____Floor of the building named as "**GULMOHAR PLAZA**" constructed on all that piece and parcel of land bearing Plot No.39 admeasuring 1491.5700 Sqr.Mtrs (regularized area) out of piece and parcel of land admeasuring about

0.29 Hectares i.e 2900 Sqr.Mtrs bearing Khasra No.14/1 of Mouza Gorewada, P.H. No.8-A bearing City Survey No.15, Sheet No.14, within the Local Limits of Nagpur Municipal Corporation, Tahsil and District Nagpur, (more specifically described in the schedule written here-in-under hereinafter called the "SAID PROPERTY") against an appropriate consideration;

AND WHEREAS the PURCHASER (S) desired to own the SAID PROPERTY and therefore offered a fairly good market price being the consideration thereof ;

AND WHEREAS having found the said offer of the PURCHASER (S) being most appropriate the VENDOR agreed to sell the SAID PROPERTY to the PURCHASER (S) for a total consideration of Rs._____/-(Rupees _____) only;

AND WHEREAS the transaction between the parties has been finalised subject to the following terms and condition having been settled ;

AND WHEREAS it is found expedient to execute this Sale Agreement so as to reduce the terms of transaction between the parties into writing.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. That in pursuance of the terms agreed and in consideration of a total sum of Rs._____/-(Rupees _____) only to be paid by the PURCHASER (S) to the VENDOR, the VENDOR as beneficial and legal VENDOR thereof do hereby agree to grant, assign, convey and transfer by way of SALE all that the SAID PROPERTY to hold the same to and unto the PURCHASER as owner thereof forever, free from all encumbrances, whatsoever and also free from any arrears of Land Revenue, Taxes, Cesses, and all other outgoings payable up to date.

MANNER OF PAYMENT

Rs. _____/- (Rupees _____ only)

(2) THAT the VENDOR does hereby covenant with the PURCHASER as follows :-

i) THAT the Undivided _____ Percent share and interest in the said land Together with the Apartment No. _____ on the _____ FLOOR of a building standing thereon hereby agreed to be sold shall be subject to the terms and conditions appearing here in below be quietly entered into and upon and held and enjoyed and the rents and profits received there from by the PURCHASER without any interruption or disturbance by the Vendor or any person claiming through under or in trust for it and without any lawful disturbance or interruption by any other person whosoever on paying the agreed sale consideration. It is agreed between the parties that time is the essence of contract and in case the PURCHASER fails to pay the balance consideration within the stipulated period, the agreement shall be voidable at the option of the VENDOR/.

ii) THAT the interest hereby agreed to be transferred to the PURCHASER subsists and the Vendor have absolute right and full authority to transfer the same by way of sale to the PURCHASER absolutely forever.

iii) THAT the Vendor have done no act whereby the property hereby agreed to be sold /transferred is encumbered in any way or whereby it is/ they are debarred from transferring the same by way of sale to the PURCHASER absolutely forever.

iv) THAT the Vendor have paid all dues with respect to Corporation Taxes, Cesses, Dues and all other outgoings etc. levied on the property hereby agreed to be sold and in the event, if it is discovered that there remain any arrears to be paid, the Vendor undertake to pay the same to the PURCHASER accruing payable only up to the date of the Sale Agreement or up to the date of possession, whichever is earlier.

iv) THAT the Vendor have agreed to deliver the actual physical possession of the property hereby agreed to be sold to the PURCHASER in vacant condition and the PURCHASER shall accept the possession with right to furnish as per their own choice at their own cost.

v) THAT the Vendor will support any application made by the PURCHASER for mutation of name on the property hereby agreed to be sold and will render necessary assistance for obtaining the mutation thereof in favor of the PURCHASER in all relevant records on receipt of entire sale consideration.

vii) THAT the Vendor will upon every reasonable request of the PURCHASER and at the cost of the person making the request produce all or any of the documents of title relating to the said Plot of land and furnish such true copies of extracts there from as the PURCHASER may require and will in the mean time keep the said documents safe unless prevented from so doing by one or other unavoidable accident.

viii) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and is subject to outgoing agreements, restrictions and rights of the Vendor and the other individual PURCHASER of the remaining Undivided share and interest in the said Plot of land affecting the same and if any mis-statement, error or omission shall be discovered the same shall not annul this sale nor shall any compensation be allowed in respect thereof to the PURCHASER but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

ix) THAT if the PURCHASER are deprived of the whole or any part of the property hereby agreed to be sold by reason of any defect found in the title of the Vendor/ or of any encumbrance or charge on the same to which this sale is not subject the Vendor/ shall pay to the PURCHASER by way of damages the whole amount of sale price or such part of it, as

shall bear the same proportion to the whole property, as such part of the property shall bear to the whole property, as the case may be.

(3) THAT the PURCHASER do hereby covenant with the Vendor as follows :-

i) THAT the PURCHASER shall from date of possession, always pay regularly the proportionate share of Non-agricultural Assessment levied on their Undivided _____ Percent share and interest in the said land and shall keep the Vendor/ and the other co-VENDOR/buyers thereof always indemnified against the same.

ii) THAT the PURCHASER shall abstain from doing any act or thing which would cause annoyance, inconvenience or obstruction to the Vendor, and /or the other PURCHASER of Undivided share and interest in the said plot of land and the Built-up spaces in the said Building and shall always abide by the Rules and Zonal Regulations of the Nagpur Improvement Trust and / or the Nagpur Municipal Corporation, as the case may be.

iii) THAT although the PURCHASER will be the joint owner of the said plot of land having Undivided _____ Percent share and interest therein it will be accessible to the other joint owner thereof the PURCHASER shall not be entitled to the exclusive use and /or occupation of any portion of the said plot of land unless otherwise described in the Deed of Declaration. The PURCHASER further agrees that in case of increase in F.S.I or change of any norms of development by the appropriate development authority, the Vendor shall alone be entitled to carry out further construction upon the aforesaid land wherein the SAID PROPERTY is situated in accordance with the revised sanction plan as may be sanctioned by the appropriate development authority and the said additional construction shall be at the sole disposal of the OWNER and S and the PURCHASER or any other Apartment owner shall not have any right over the same nor shall be entitled to claim any compensation in that behalf.

.

iv) THAT the PURCHASER on paying cost of construction of the Apartment No._____ on the _____ FLOOR of the said building known and styled as "GULMOHAR PLAZA" standing on the said plot of land, they have become the full VENDOR thereof with heritable and transferable rights his in. But they have full knowledge that the right, interest and VENDOR of the Undivided share in the said plots is variable and not divisible by metes and bounds and for all times it shall remain joint with the other co-VENDOR thereof and that under no circumstances he will construct a structure whether temporary or permanent on the available open space left out in the said land or on the top/terrace of the said building. The title of open spaces and terrace of the said building named and styled as "GULMOHAR PLAZA" shall always vest with the Vendor/ and any additional structure/mobile tower that is or may be erected upon the said open spaces/terrace and any income derived there from shall be at the exclusive and sole disposal of the VENDOR/ and the PURCHASER nor any other apartment owner can raise any objection against it.

v) THAT the PURCHASER shall abide by all the covenants and clause of the Deed of Declaration.

vi) THAT the gate provided to the compound will be accessible to all the Apartment/Apartment Owner for their ingress and egress.

vii) THAT the responsibility of carrying out the repairs and maintenance of the Block/Apartment chosen by the PURCHASER shall wholly rest on them. However the PURCHASER shall indemnify the Vendor from payment of maintenance charges.

viii) THAT the PURCHASER shall individually pay the corporation Taxes and cases etc. as may be levied on the Apartment chosen by them and shall also pay electricity and water charges as per departmental bills from the date of Sale Agreement or from the date of possession whichever is earlier.

ix) THAT the PURCHASER shall use the Apartment chosen by them for Residential purposes only and shall not do or cause to be done any act

thing to the annoyance of the Vendor and the other Apartment Owner and shall give access to their Apartment for cleaning and repairing drainage water pipe line and inspection chambers provided for lavatory and bath units at all reasonable hours during the day.

x) THAT the PURCHASER shall not use the open space on the said plot and/ or terrace on the top of the building for keeping cattle, poultry or other pet animals or for using the said spaces for any other purpose which may cause damage or harm to the other Apartment Owner.

xi) THAT the cost of repair of common services like electric (from the pole to meter board) drainage and rain water pipe etc. shall be borne and paid by the PURCHASER jointly with the other Apartment Owner proportionately.

xii) THAT it is expressly understood by the PURCHASER that the cost or General Maintenance of the other building and the common portion including periodically painting, white washing or color washing and repairs etc. shall be the common responsibilities of all Apartment Owner and the expenses incurred therefore shall be borne and paid by all Apartment Owner in proportion to their share in land. Similarly underground water storage tank and the pump installed thereon shall be maintained and repaired at the proportionate expenses of all the Apartment Owner.

xiii) THAT it is also understood by the PURCHASER that all charges incurred on the consumption of electricity over the common facilities and replacement and of lights, fixtures and fittings in the common facilities and amenities shall be borne and paid jointly by the PURCHASER and the other Apartment Owner in proportion to their share in land.

xiv) THAT the PURCHASER shall not throw any garbage, dirt or water on the open space, nor shall they use the balconies for washing and/ or urinating to the annoyance of the other Apartment Owner and a co-operation that is essential to maintain harmony and peaceful enjoyment of Apartment shall without any reservations be extended by the

PURCHASER towards other Apartment Owner and they shall abstain from doing any act or thing which may cause inconvenience, nuisance or annoyance to the other Apartment Owner.

xv) THAT for the purpose of giving clear title over the Apartment chosen by the PURCHASER and each of the other buyers in the said building the Vendor has execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 which has been registered in Book No.1 at Serial No.4095 with Jt.Sub-Registrar, Nagpur-6 on 09-08-2019. The said building named and styled as GULMOHAR PLAZA is registered under the provisions of Real Estate (Regulation and Development) Act, 2016 vide registration no._____.

xvi) THAT the expenses on account of preparation of this Sale Agreement including the cost of Stamp Duty and Registration Fees, , any other Government/Municipal taxes arising out of this transaction have been agreed to be borne and paid by the PURCHASER. The PURCHASER shall be required to pay for the cost and expenses of setting up of Electric Meter, Water Meter to be installed for the use of the SAID PROPERTY.

SCHEDULE OF SAID PROPERTY

All that Apartment/Flat No.____ having the Carpet area of _____ Sqr.Mtrs and built up area of _____ Sqr.Mtrs located on the _____ FLOOR of the building named as “**GULMOHAR PLAZA**” together with _____ percent undivided share and interest in all that piece and parcel of land bearing Plot No.39 admeasuring 1491.5700 Sqr.Mtrs (regularized area) out of piece and parcel of land admeasuring about 0.29 Hectares i.e 2900 Sqr.Mtrs bearing Khasra No.14/1 of Mouza Gorewada, P.H. No.8-A bearing City Survey No.15, Sheet No.14, within the Local Limits of Nagpur Municipal Corporation, Tahsil and District Nagpur, which is bounded as under :-

East: by Plot No.42.
West: by 9 Mtrs Wide Road.
North: by Plot No.40.
South: by 9 Mtrs wide Road

IN WITNESS WHEREOF the parties have set their respective hands and signed this Sale Agreement on the day first above mentioned in the presence of attesting witnesses signing as such.

WITNESSES

1.....

For Bharmal Builders and Developers

.....
MUSTAFA LAHERI

.....
HAKIMUDDIN SUNELWALA
VENDOR

2.....

.....
PURCHASER