SUB-REGISTRAR OFFICE, NAGPUR

AGREEMENT OF SALE

VALUED AT Rs. …….. /-
(Rupees Twenty Eight Lac Only)

Mouza- Bori, Kh. No.-99. P.H.NO. 76.

THIS AGREEMENT OF SALE is made at Nagpur on this ……day of ……., **BETWEEN** :

M/s. SHRI SWAMI SAMARTH DEVELOPERS acting through its Partners : 1) **Shri Ganjendra S/o Dilip Chacharkar,** Aged 51 about years, Occupation- Business, R/o 127, Mahalgi Nagar, Nagpur. 2) **Shri. Ravi S/o Laxmanrao Pardhe**, Aged about 54 years, Occupation- Business, R/o 39, Chikhali layout, New Subhedar, Nagpur, hereinafter called and referred to as the **"VENDORS"** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendors, as well as their heirs, legal representatives, successors, executors, administrators and assigns etc.) of the **FIRST PART. (Pan No.:- ABTFS7221F). AND**

1) Mr. …….., aged about: …..Years, Occupation: ……, present address – ……, Ta & Dist. …… . thereinafter called & referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Purchaser as well as their heirs, legal representatives, successors, executors, administrators and assigns etc.) of the **SECOND PART (Pan No.:-……). AND**

WHEREAS the Vendor is the absolute owner and in possession of ALL THAT piece and parcel of land bearing Plot No.02 total admeasuring 4951.398. Sq.Ft. (460.00 Sq. mtrs.) out of the layout of M/s. Sukhakarta Pramoters & Developers Housing , Nagpur, being a portion of entire land bearing Khasra No.99, of Mouza-Bori, P.H.No.76 , within the limits of Nagpur Tahasil (Rural) Dist. Nagpur . and more particularly described in the Schedule hereunder written; **AND**

WHEREAS, the Vendors have purchased the said property from Sau. Mrudula w/o Manohar Lokhande by virtue of Sale Deed bearing Sr. No1482-2016, dated 05.04.2016 duly executed and registered in the office of the Sub(class-II)-Registrar, Nagpur(Gramin) No 10.

WHEREAS, the Vendors have mutated their names in Buitibori Municipal Corporation, (old name- Gram Punchayat , Butibori.) 7/12 Records & Semi-Government records and the property is lying under their physical possession from the date of execution and registration of Agreement of Sale.

WHEREAS, the Vendors have become the absolute owners of the said property and the title of the vendors to the said property is clear, marketable. Therefore, they have right to deal in respect of the property at any way whatsoever they like; **AND**

WHEREAS, the vendor has already got converted the use of said land from agriculture to non-agriculture purpose & has carved a layout of the said land sanctioned by Deputy Director. Town Planning , Nagpur vide this order Dated -25/10/1994.

WHEREAS, the Vendors hereinabove named have decided to develop the said Plot into Residential estate by constructing a multistoried building thereon consisting of various self-contained separate Apartments therein; **AND**

WHEREAS, the Vendors/developer accordingly prepared a plan of the Residential multistoried building to be known & styled as "**MAULI APARTMENT**" constructed on the said Plot No.02 and the same is duly sanctioned by the building Engineer, Buitibori & chief Officer, Muncipal Counsil, Buitibori, Nagpur vide its building Permit Ja.kra./na.pa.va. /ban.vi./487/2020, office of Nagpur Parishad, Buitibori, Dist- Nagpur. Dated – 11/03/2020.

WHEREAS, the purchaser hereinabove named has seen & approved the plan of the building and also the specifications according to which the construction is made;

AND WHEREAS the Purchaser has finally chosen to own & possess and APARTMENT No. …. on the ….. Floor of the said building known as "**MAULI APARTMENT**" agreeing interalia to contribute, provide and pay the entire cost of construction thereof.

AND WHEREAS the Purchaser being desirous of owning an … Floor tenement for his/her residential use in the said Multistoried Building with heritable and transferable rights therein has approached the Vendor's & expressed his/her desire and willingness to purchase the Undivided …..% share and interest in the said Plot together with the entire R.C.C. superstructure comprising tenement` No. … covering built up area … Sq.Ft (….Sq.mtr) Including Balcony, & carpet area ….sq.mtr on the ….. floor of a building known and styled as "**MAULI APARTMENT**" proposed to be constructed thereon and after detailed negotiations the Vendor has agreed to sale the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire cost of TENAMENT to the Vendor.

AND WHEREAS the Vendor has agreed to sell to the Purchaser the Undivided …..% share and interest in the said plot for a total consideration of Rs ……../- (Rs……. Only) upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. That the Vendor's will sale and the Purchaser will buy the Undivided …% share and interest in piece and parcel of land bearing Plot No. 02, containing admeasuring area 4951.398 Sq.Ft. (460.00 Sq. mtrs.) in out of the layout of M/s. Sukhakarta Pramoters & Developers, Nagpur, being a portion of entire land bearing Kh. No. 99 of Mouza- Bori, P.H.No.76, Ward No…. within

the limits of Butibori Municipal Corporation, Nagpur, Tah. & Distt. Nagpur, together with the entire R.C.C. Superstructure comprising Tenament No. …. on the …. Floor covering Net built up area ….. Sq.ft. (…….Sq.Mtr.) Including Balcony & carpet area ……. sq. mtr. more particularly described in the Schedule "A" & "B" hereunder written.

2. **THAT** the total price agreed is Rs. ……../- (Rs. ……. Only) which the purchaser has specifically agreed to pay the Vendor in the following manner. The cost so agreed is fixed and not subject to any increases in spite of rise in prices of various building material.

MANNER OF PAYMENT

Rs ……/- (Rs…….. only) paid as Tokan Amt by cheque No. ……
……..Dated …… to the Vendor

Rs. ……../- (Rs. …….. only) paid by cheque no. ……...
Dated ……..to the Vendor

Rs. ……/- (Total Rs. ……. Only)

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the purchaser's failure to pay the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installment shall granted to him/her by the Confirming Party shall be at full liberty to resell the said Tenement together

with the Undivided proportionate share and interest in the said plot of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Confirming Party shall within 3(Three) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and also after deducting there from a 50,000/- on deposit amount only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any applied for him/her, shall not be a ground for no 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 or after no due certificate from Financer or any financial institute.

4. **THAT** the Purchaser has satisfied himself/herself with respect to the Vendors title to the said property as good, valid and marketable and he/she has accepted the same without any further investigation.

5. **THAT** the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to be the outgoing agreements, restrictions and rights of the Confirming Party and the other co-owners of the remaining undivided share in the said plot of land and the Owners of other built-up spaces in the proposed building affecting the same and if any mis-statement, 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 mis-statement, error or omission will always be subject to correction by the parties hereto.

6. **THAT** the Vendor's shall erect & build the proposed Multistoried building consisting of various self contained separate Shop/Apartments therein

in accordance with the plan sanctioned by the building Engineer/Architecture of the Municipal Council Butibori and the specifications mentioned in ANNEXURE-A appended hereto. Extra/Additional facilities shall however be provided by the Vendor's at the request of the Purchaser subject to extra payment thereof to be made by him/her in advance.

7. **THAT** the Vendor's has reserved its right to revise the Sanction Plan subject to approval of the Municipal Council Buitibori, District Nagpur.

8. **THAT** the Vendor's shall not deliver the actual physical possession of the said apartment to the Purchaser until the entire cost of construction including also the charges for installment of electric and water meters, legal expenses including stamp duty and registration fees and GST/ Sales Tax/Service Tax/LBT Tax/Vat Turn Over Tax & if any levied by Govt. of Maharashtra State OR Union of India , on the cost of construction of the said. Construction . of the said Tenements etc. are paid by him/her in full to the Vendor's.

9. **THAT** the Vendor's 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 contractor in respect of his/her 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's.

10. **THAT** during the period of building Construction the Purchaser with two day's advance intimation to the Vendor's may enter upon the said Plot of land to inspect the plans, specifications and the Building materials, if available at site.

11. **THAT** the Purchaser agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed / Agreement of sale as are not set forth herein but which may be deemed necessary .

12. **THAT** the open space available in the said plot of land and the common areas and facilities as may be provided in the said Building shall be of common use of all the Tenement 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 Tenement Owners or Owners.

13. **THAT** in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Tenement chosen by him/her shall be refunded to him/her free of any interest thereon and also after deducting there from a fixed sum of Rs. 35,000 /- by way of liquidated damages within 3 (Three) months from the date of this Agreement stands terminated/cancelled and in such event his/her right to Purchaser the Undivided share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor shall be at full liberty to sale the said Undivided Share and interest in the said Plot of land and also the said Building to any prospective/intending buyer as may approved by the Vendor without any further notice or reference to the Purchaser.

14. **THAT** the Purchaser hereby specifically agrees with the Vendor's that even after his/her taking over possession of the Tenement chosen by him/her (on receipt of possession letter from Vendor's) he/she will not object or prevent or obstruct the Vendor's in way in carrying on and completing the work of the

other Apartments in the said building and keeping building material on the available open land.

15. **THAT** the Vendor's reserves it's right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Vendor's in so utilizing and dealing with such additional F.S.I. and in the event the prospective buyer of such additional Apartment shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor's and in such case the Purchaser shall not any claim any proportionate refund of the cost price of land. The Purchaser also further agreed that he/she will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

16. **THAT** the Purchaser further agreed to pay the Vendor's the GST/Sales Tax/Service Tax/LBT/Vat or Turn over Tax, if any levied by Government of Maharashtra or Union of India on the cost of construction of the said Tenement or on the cost of building materials used including the wages paid therefore or the cost of land as the case may be and shall always keep the Vendor's indemnified against the same.

17. **THAT** the Purchaser understands that the agreed cost of construction does not include any liability arising out of levy of provident fund for casual construction workers. Hence, if any scheme of provident fund is made

applicable to casual construction workers the liability arising out of it shall be borne and paid by the Vendor's. For this purpose labor records available with the Vendor's or the estimation by the Architect of the Vendor's shall be binding upon the purchaser.

18. **THAT** the purchaser shall individually pay all corporations taxes and cases etc. as may be levied on the Apartment chosen by him/her with effect from the date of Registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

19. **THAT** the developers/Vendor shall deliver the actual possession of the said Undivided Share and interest in the said plot of land and Apartment hereby agreed to be sold to the Purchaser or his/her nominees at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On registration of the Sale Deed pursuant hereto the Purchaser shall hold the said plot of land jointly with the other Co-owners thereof including the Vendors and the Apartment chosen by him/her absolutely with heritable and transferable rights therein.

20. **THAT** the Purchaser hereby agreed not to occupy the said Apartment without prior written permission of the Vendor's else he/she shall treated as a trespasser.

21. **THAT** the Vendor does hereby agreed with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water deposits, payment of legal charges including Stamp Duty and Registration Fees, payment of GST/Sales Tax / Service tax/ LBT/ Vat and all other taxes and cases etc. that may be levied and payable at the time of Registration from him/her, she/it will execute a proper Sale Deed relating to the Undivided Share

and interest in the said plot of land and also the entire R.C.C. Superstructure comprising Apartment in favor of the Purchaser or his/her nominee(s) and get the same duly registered at his/her costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by him/her to the Vendor's.

22. **THAT** on obtaining a proper Sale Deed relating to the Undivided Share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof including the Vendor. However, the Apartment chosen by him/her in the proposed building shall own and possessed by him/her exclusively with heritable and transferable rights therein.

23. **THAT** the Purchaser shall pay proportionate share of ground rent and all other dues taxes whatsoever accruing payable in respect of his/her Undivided Share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of Possession of whichever is earlier onwards and shall always keep the Vendor's indemnified against such payment.

24. **THAT** it is understood by the Purchaser that the Vendor's shall display any time of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in way. The Vendor's shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

25. **THAT** the Purchaser understands that the proposed construction is heterogeneous in nature comprising R.C.C. & Brickwork and particularly described in specification appended hereto an ANNEXURE-A it is understood

by the Purchaser that short comings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or 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 separate 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.

26. **THAT** the Vendor's shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer or such items keeping the Vendor's shall install standard proprietary item and shall also see that are properly working at the time of installation.

27. **THAT** all notices to be reserved on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by registered post or Under Certificate of Posting at his/her address as described above.

28. **THAT** the Purchaser undertakes to notify in writing any change in his/her address to the Vendor's.

29. **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 Arbitrators will have the authority and to (A) interpret the term of this Agreement. (B) to settle the dispute in respect of any aspect regarding the construction & 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 Arbitrators and the panel of the Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding of the parties hereto. The parties specifically agree not to approach any court of law or Consumer Dispute Redressed Forum/Commission etc. without first availing the Arbitration proceedings.

30. **THAT** this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

31. **THAT** all 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 borne and paid by the Purchaser.

SCHEDULE OF PROPERTY

SCHEDULE "A"

THE UNDIVIDED ….. % share of Land and interest in **ALL THAT** piece and parcel of Plot No. 02 total admeasuring 4951.398 Sq.Ft. (460 Sq. mtrs.) out of the layout of M/S Sukhakarta Pramoters and Developers., Nagpur, being a portion of entire land bearing Khasra No.99 of Mouza- Bori, P.H.No.76, , within the limits of Butibori Municipal Corporation, Ta. Butibori & Dist.- Nagpur and bounded as under :-

Towards East	:	Plot No 1
Towards West	:	Plot No.3
Towards North	:	Plot No.13
Towards South	:	9 Mtrs Wide Road

SCHEDULE "B"

PROPERTY HEREBY AGREED TO BE SOLD

ALL THAT R.C.C. Superstructure comprising Apartment No. …… on the …… Floor covering net built up area ……. Sq.Ft. (…… Sq. Mtr.) including Balcony & carpet area …….. sq. mtr. in the building more popularly known & styled as "**Mauli Apartment**" constructed on Plot No.02 of Mouza-Bori), within the limits of Butibori Municipal Corporation Tah. Butibori & Dist. Nagpur.

IN WITNESS WHEREOF the **VENDOR** and **PURCHASER** here in above named have set their respective hands and signed this **AGREEMENT OF SALE** at Nagpur in the presence of the attesting witnesses signing as such on the day, month and year first hereinabove written.

WITNESSES :-

1) Shri. Ganjendra Dilip Chacharkar,
Party No. 1 /VENDOR

1._____

2) **Shri . Ravi Laxmanrao Pardhe**
2._____ Party No. 1 /VENDOR

(SWAMI SAMARTH DEVELOPERS)

1) Mr/Mrs./Ms. …….
Party No.2 /PURCHASER