AGREEMENT FOR SALE

VALUED AT RS._____/-

AS PER GOVT. R. R. VALUED AT RS._____/-

FULL STAMPS DUTY OF RS._____/- PAID HEREWITH

MOUZA – PANJRI, TALUKA- NAGPUR(GRAMIN), DISTRICT- NAGPUR

THIS DEED OF AGREEMENT FOR SALE

made and executed at Nagpur on This_____Day of January, 2020.

BY AND BETWEEN

AKASH VIHAR

Through authorized signatory –

1. **SAU JYOTI W/O PRAKASH TITARE**

   [PAN –_____]

   Aged about years, Occ.- Business

   R/o._____(Nagpur) Nagpur –_____.

2. **SHRI ASHOK S/O NATHUJI JUNANKAR**

   [PAN –_____]

   Aged about years, Occ.- Business

   R/o._____(Nagpur) Nagpur –_____

Hereinafter referred to and called the **"PROMOTER"** which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **PROMOTER**, as well as its/their respective heirs, legal representatives, successors, executors, assigns etc. of the **ONE PART. AND**

1) **SMT.** _____

Aged about ____ years, occ. ____, **PAN.**

2) **SHRI** _____ ,

Aged about ____ years, occ. ____, **PAN.**

Both r/o ____

hereinafter called the **"PURCHASERS"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASERS"**, as well as, their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS, the Vendors hereinabove named are the exclusive, absolute and full Owner of the property comprising all that piece and parcel of Land bearing Survey/Khasara No. 10/1/Kh/2, admeasuring about 0.84 Hector of Mouza - Panjri (Farm), P. H. No. 40, Class - I, Revenue Rs. 2.50/-, Account No. 1750, Grampanchayat Panjri (Bu), within the limits of Tah. Nagpur (Gramin) and Dist. Nagpur and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land")

AND WHEREAS, the Vendors purchased the 50 % undivided share out of 0.94 Hector from Smt. Lilabai Ratan Borkar by virtue of registered Sale Deed dated 30/04/2001 which is registered on the same date in the Office of Sub - Registrar Nagpur No. 10, having Registration No. 1789 (P).

AND WHEREAS, thereafter the Vendors purchased the remaining 50 % undivided share out of 0.94 Hector from Shri Shrawan Maroti Neware by virtue of registered Sale Deed dated 16/08/2001 which is registered on the same date in the Office of Sub - Registrar Nagpur No. 10, having Registration No. 599.

AND WHEREAS, thereafter 0.10 Hector acquired by the authority for toll plaza therefore now the Vendors are the absolute owner of the area 0.84 Hector as such the said property is recorded on 7/12 as kh. No. 10/1/Kh/2 admeasuring 0.84 Hector.

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AND WHEREAS, the Vendors has converted the said land into Non-Agricultural use by the order of the Collector Nagpur in the Rev. Case No. कावी-_____, रा.मा.क्र. _____/NAP-34/_____, Mouza - Panjri (Farm), Dt. _____ . Thereby the Vendors become the absolute owner of all the above Non-Agricultural Land at Survey No. 10/1/Kh/2 of Mouza - Panjri (Farm), Grampanchayat - Panjri (Bu) and the said layout plan is duly approved by the Nagpur Metropolitan Region Development Authority, Nagpur, Nagpur on _____. AND

AND WHEREAS Vendors floating the project known as **"AKASH VIHAR"** in the said land having 16 Nos. of Plots therein over the said project land.

AND WHEREAS the said Land is earmarked for the purpose of residential plot project and the said project shall be known as **"AKASH VIHAR"**.

AND WHEREAS the proposed layout plan in the project known as **"AKASH VIHAR"** is as per the sanctioned plan vide permit No. _____ Dt. _____ issued by the Nagpur Metropolitan Region Development Authority, Nagpur.

AND WHEREAS the Vendors have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on _____ under Registration No. **P**_____.

AND WHEREAS, the authenticated copies of Certificate of extract of Village Forms VII and XII showing the nature of the title of the Vendors to the Project Land on which the Plots are laid down have been annexed hereto.

WHEREAS, the authenticated copies of the plans of the Layout as sanctioned and approved by the Nagpur Metropolitan Region Development Authority, Nagpur have been annexed hereto.

WHEREAS, while sanctioning the said plans Nagpur Metropolitan Region Development Authority, Nagpur has laid

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down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors while developing the project land and upon due observance and performance of which only the Release Letter in respect of the said plot is granted by the Nagpur Metropolitan Region Development Authority, Nagpur;

WHEREAS, the Vendors have accordingly laid down of the said plot/s in accordance with the said sanctioned Layout plans;

WHEREAS, the Purchasers have applied to the Vendors for purchase of Plot No. ____ admeasuring ____ Sq. Mtrs. situated in the said Project known and styled as **"AKASH VIHAR"** (hereinafter referred to as "the Plot") as shown in the layout plan thereof hereto annexed for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes cost of Plot, cost of Development.

AND WHEREAS the Purchaser has paid the consideration of the said property as such the Purchaser requested the Vendors to execute the sale deed in favour of the Purchaser and the Vendors has conceded to such request of the Purchaser and decided to execute the sale deed of said property in favour of the Purchaser.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS :

1) That in sale consideration of a Total Sum of Rs. _____/- (Rupees _____ Only) paid by the purchaser to the Vendors by Cash/Cheque time to time a receipt whereof the Vendors do hereby acknowledge.

2) In consideration thereof the Vendors do hereby grant, convey and/ or transfer the said Plot for ever to hold the same by the Purchaser as absolute owner thereof and free from all encumbrances and/or charges whatsoever.

3) **THE VENDORS DOES COVENANT WITH THE PURCHASERS AS FOLLOWS;**

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a) The Plot hereby sold and or transferred shall be subject to the terms and condition which may or may not be incorporated in this deed but are incorporated in the bye Laws and the same are binding on the Purchaser.

b) The Plot hereby sold shall be quietly entered into upon, held enjoy and to receive there from the rent, profits by the Purchaser hereafter without any interruption and or disturbance by the Vendors or any other person claiming through the Vendors.

c) The Vendors have done no act whereby the Plot hereby conveyed or sold is encumbered in any manner any where till this date or whereby the Vendors is debarred from transferring the same.

d) The said Plot and interest hereby sold is subsist and the Vendors have absolute rights and power to transfer the same to the Purchaser.

e) The Purchaser shall pay all the dues with respect to the Corporation Taxes, M.S.E.B. electricity and other charges, cesses, land revenue and any other Govt. or Semi Govt. dues from the date of this sale deed.

f) The Vendors have no objection if the Purchaser mutates his/her name over the Plot hereby conveyed in all the relevant records wherever found necessary.

g) The Vendors have delivered actual physical possession of the said Plot in the vacant condition to the purchaser on today and delivered Xerox copy of title deeds to the Purchaser.

h) The description of the Plot hereby sold shall be taken to be correctly described in the schedule hereunder written and any

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misstatement, error and or omission if detected the same shall not annul this sale but all such misstatement, error and or omission shall always be subject to the correction by the Parties hereto.

4) **THE PURCHASER DOES HEREBY COVENANT WITH THE VENDORS AS FOLLOWS :**

a) The Purchaser shall hereafter get his/her name mutated in all the relevant records wherever found necessary and for which the Vendors have no objection.

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b) The Purchaser shall hereafter regularly pay all the taxes, cesses, land revenue and other Govt. or semi Govt. dues with respect to his/her Plot as may be assessed from time to time from the date of this sale deed.

c) The Purchaser shall always abide himself/herself by the zonal rules of construction made by the Grampanchayat, Nagpur Metropolitan Region Development Authority, Nagpur, Nagpur Municipal Corporation and Nagpur Improvement Trust.

d) The Purchaser has paid the total sale consideration of the said Plot and as such he/she is the absolute owner thereof and has heritable and transferable rights thereto.

e) That the Vendors have delivered physical possession of the said plot to the Purchaser on this day of execution of this Sale Deed in vacant condition by demarcating the boundaries in presence of the purchaser and that demarcation is correct. Hereafter the Purchaser is full owner of the said plot and responsible in every respect, such as mutation in concerning departments etc. of the said plot. The Vendors were not responsible for the same.

f) That the Purchaser covenant that all the rules and regulations of the concerning Government Departments in respect of this land shall be binding upon him/her.

g) That any imposition scheme regarding the development of said land where the plot is allotted to the Purchaser between the Vendors and the Grampanchayat, Nagpur Metropolitan Region Development Authority, Nagpur, Nagpur Municipal Corporation and Nagpur Improvement Trust, shall be liable by the Purchaser to the extent of his/her share in the said land.

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h) That the Vendors agrees to undertakes the regular demarcation of the plot area after completion of the work of development of the layout and that if any alterations made by the Nagpur Metropolitan Region Development Authority, Nagpur, Nagpur Improvement Trust, Nagpur or Nagpur Municipal Corporation, or Town Planning, Nagpur during the development in the plan then in such event it is agreed that the proportionate amount of the cost of the plot will be worked out and compensation shall be paid at the original price to the Vendors or vice-versa.

i) That the Purchaser shall not Sub-divide the said plot in this layout without obtaining previous permission in writing of the concerning authorities and the Vendors. The house or building on all the plots in this layout shall be constructed in accordance with Zoning and Building Regulations of the concerning departments and authorities as may be in force from time to time. In the matter of use and construction on any plot/plots in this layout, the Vendors shall have unfettered control in accordance with building and Zoning Regulations as maybe in force from time to time. In the event of Sale of a plot of plots the Purchaser shall incorporate in the Sale Deed a condition to the above effect.

j) The Purchaser however will not sale, transfer or gifts his/her plot or plots and to construct house thereon without prior permission in writing of the Vendors. The Vendors will however, with its option, give such permission on the present purchasers depositing Rs. _____/- Per Sq. Ft. of the area of the plot or the rate decided by the managing committee at that time with the Vendors and their purchaser becomes member of the Vendors before the sale.

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The condition is applicable to each subsequent sale / transfer or gift.

k) That the Purchaser may mortgage the Plots or the plot and the house constructed thereon with any authorized financing Agency approved by Government for the purpose of obtaining loan or advance for the construction of the house on the said plot and in that case mortgagee shall have all those powers as stipulated in the mortgage deed subject to the N.O.C. to be obtained from the Vendors.

l) That the Purchaser assures the Vendors to abide by the rules and regulations and Bye-laws of the Vendors at all times hereafter and duly perform and observe the covenants and undertaking by him/her with the Vendors , in this deed, and in the event of failure on the part of the purchaser to do so, the said deed shall stand as cancelled and the Vendors shall have full right to take the possession of the said from the purchasers by paying the purchaser the cost of the said plot mentioned in this deed only.

5) The expenses on account of stamp duty, registration fees and other charges is borne & paid by the Purchaser.

DESCRIPTION OF PLOT TO BE SOLD

All that Plot bearing No. ____ in the layout known and styled as **"AKASH VIHAR"** and standing on the Non - Agricultural land bearing Survey/Khasara No. 10/1/Kh/2, having area of ____ **Sq. Mtrs.** of Mouza - Panjri (Farm), P. H. No. 40, Class - I, Revenue Rs. 2.50/-, Account No. 1750, Grampanchayat Panjri (Bu), within the limits of Tah. Nagpur (Gramin) and Dist. Nagpur and bounded as under:

On the East by : ____
On the West by : ____
On the North by : ____

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On the South by :

IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this SALE DEED on the date first above written and in the presence of the attesting witnesses.

WITNESSES:

1)

1) SAU. JYOTI W/O PRAKASH TITARE,

2) SHRI ASHOK S/O NATHUJI JUNANKAR

VENDORS

1)

2)

PURCHASERS

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