

THIS **AGREEMENT TO SALE** is made on this Day of 202__,

BETWEEN

SHRI. SUDHINDRA NATH MITRA S/o LATE SHRI. MANINDRA NATH MITRA, Aged 84 Years, Occupation - Retired, Resident of Plot No. 129, Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur-440010, Tahsil and District - NAGPUR (**PAN ABVPM6447M**) Through its Power of Attorney **MRS. SWATI W/o ASHUTOSH NAIK**, sole Proprietress of **M/S. SHREE HOME MAKERS**, Aged 43 Years, Occupation - Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR (**PAN AFYPN6465P & AADHAR 6497 4465 2069**), **THE VENDOR** (hereinafter referred to & called as **VENDOR**, which term shall mean & include, unless contrary to the reference or meaning thereof, the said Vendees, their heirs, legal representatives, successors, assignees, executors, agents etc.) **FIRST PART;**

AND

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1. _____ Age Years, Occupation: Service
(PAN NO. _____, AADHAR _____), R/o _____,

hereinafter called the **PURCHASERS** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASERS / PARTY NO. 2**, as well as, her/his their heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART;

AND

M/S. SHREE HOME MAKERS, A Proprietary Concern having its Office at M-8, Vasant Nagar, S. A. Road, Nagpur and acting through its Sole Proprietress **MRS. SWATI W/o ASHUTOSH NAIK**, Aged 43 Years, Occupation - Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR (**PAN AFYPN6465P & AADHAR 6497 4465 2069**), hereafter called the **BUILDER / CONFIRMING PARTY NO. 3**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said Partnership concern it partners as well as, their respective heirs, legal representatives, executors, administrators, successors, agents and assigns of the THIRD PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 129 in Dharampeth Expansion Scheme containing by admeasurement 7400 Sq. Ft. (OR 687.46 Sq. Mtrs.) (As per City Survey Records the area is 742.9 Sq. Mtrs.), Together with the existing Residential House standing thereon, bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza - AMBAZARI, situate at Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District - NAGPUR, Originally belonged to Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra, having been acquired the same by him from the Erstwhile Government for a term ending on 31-3-1975; AND

WHEREAS the said Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra lateron constructed a Residential House on the said Plot No. 129, bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza – AMBAZARI in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/5609/744 Dated 26-5-1965; AND

WHEREAS on expiration of Original term of Lease the Governor of Maharashtra later on extended the term of Lease for a period commencing from 1-4-

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1975 and ending on 31-3-2005 by executing a Renewed Indenture of Lease regarding the said Plot of land in favour of Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra; AND

WHEREAS the said Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra breathed his last on 15-4-1986 and consequent upon his death/demise the aforesaid entire property devolved upon his 3 sons namely Shri. Sudhindra Nath Mitra, Shri. Dwijendra Nath Mitra and Shri. Samrendra Nath Mitra, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Samrendra Nath Mitra S/o Late Shri. Manindra Nath Mitra lateron relinquished his Undivided 1/3rd share and interest in the said property in favour of his brother namely Shri. Sudhindra Nath Mitra S/o Late Shri. Manindra Nath Mitra, the Owner hereinabovenamed, by a Deed of Release Dated 28-1-2016, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1257 on 29-2-2016; AND

WHEREAS in the like manner the said Shri. Dwijendra Nath Mitra S/o Late Shri. Manindra Nath Mitra also relinquished his Undivided 1/3rd share and interest in the said property in favour of his brother namely Shri. Sudhindra Nath Mitra S/o Late Shri. Manindra Nath Mitra, the Owner hereinabovenamed, by a Deed of Release Dated 28-1-2016, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1258 on 29-2-2016. As a result therefore the Owner hereinabovenamed has now become an exclusive, absolute and full Owner of the said Plot No. 129 with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS on expiration of Second term of Lease the Governor of Maharashtra lateron extended the same for a period commencing from 1-4-2005 and ending on 31-3-2035 by executing a Renewed Indenture of Lease regarding the said Plot of land in favour of the Owner on 30-6-2017, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 4099 on even date vide Revenue Case No. 11/NAA-48/2016-2017 of Mouza – AMBAZARI; AND

WHEREAS the Owner has now decided to develop the aforesaid Plot No. 129 into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, accordingly by an Agreement for Development Dated 01.08.2019, the said owner entrusted the entire work of Development of the said Plot No. 129 to M/s Shree Home Makers through its Sole Proprietress Mrs Swati W/o

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Ashutosh Naik, upon the several terms and conditions contained therein and the said agreement of development is duly registered in the office of Sub-Registrar, Nagpur-4 at Sr. No. 5327 on 01.08.2019.

WHEREAS, later on Vendor executed the General power of attorney of on 01.08.2019 relating to the property comprising Plot No.129 in favour of MRS. SWATI W/o ASHUTOSH NAIK, sole Proprietress of M/S. SHREE HOME MAKERS, thereby giving all the development rights to the said attorney/confirming party and the same is duly registered in the Office of the Sub-Registrar Nagpur-4 at Registered Serial No. 5328 on 01.08.2019.

WHEREAS the said owner Shri Sudhindra Nath Mitra through their developer M/S. SHREE HOME MAKERS have accordingly prepared the Plan of the Multistoreyed building then proposed to be constructed on the said Amalgamated Plot No. 129 and to be known and styled as "SHREE GURUKRUPA RESIDENCY" and the same is duly sanctioned and approved by the Deputy Engineer, Town Planning Department of the Nagpur Municipal Corporation vide his Building Permit No. 378/BP/AMBAZARI/TP/NMC/398 Dated 18-01-2021.

WHEREAS the said scheme was submitted to the Maharashtra Apartment Ownership Act 1970 though not required as the apartment is below in five numbers executed the Deed of Declaration dated _____ came to be executed by the said owner which came to be registered on _____ at serial no. _____ in the office of Sub Registrar Nagpur-4.

WHEREAS the Vendors/Party No. 1 here in above named is the absolute owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in his name in all relevant records; AND

WHEREAS for cogent reasons and good causes the Vendor / Party No. 1, have now decided to develop the aforesaid property into fully RESIDENTIAL APARTMENT known as "**SHREE GURUKRUPA RESIDENCY**". All the Floor Apartments are capable of individual utilization on account having their exits to a common area and facilities of the Building AND;

WHEREAS the Purchasers/Party No. 2 here in above named has satisfied herself / himself in respect of the Vendor's title to the said property as good, valid, Transferable and marketable ; AND

WHEREAS the Purchasers / Party No. 2 has also seen and approved the plan of the proposed Multistoried building; AND the party No. 2 has provided all the documents of title deeds, Deed of Declaration, property Card, Tax Receipts,

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Building permit with Sanction plan etc. and is satisfied with the said Scheme and its construction and title.

WHEREAS the Purchasers / Party No. 2 being desirous of owning an Residential Apartments in the said Multistoried building with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided share and interest in the said plot of land TOGETHERWITH the entire R.C.C. Superstructure comprising **Residential Apartment No. _____ on the _____ FLOOR** of a building proposed to be constructed on the said Plot of land and after detailed negotiations the Confirming Party has agreed to sell the same to the Purchasers and the Purchasers has also specifically agreed to Purchase the same for **total consideration of Rs. (Rupees _____ only)** and thereby agreeing interalia to pay, provide and contribute the entire agreed cost of construction thereof to the Confirming Party upon the following terms and conditions.

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

- 1) That the PARTY No. 2 has seen/approved the plans of the proposed building, and also has satisfied itself in respect of title of the PARTY NO. 1 to the said property as good, valid, marketable and the PARTY NO. 2 has accepted the same.
2. That the PARTY NO.1 will sale and party No. 2 will purchase undivided Share of land relatable to the net Built up Area of the said Apartment herein after referred as “APARTMENT” for a valuable consideration detailed in the Schedule of Payment, appearing hereinafter, where in the manner & mode of payment are detailed
3. That the PARTY NO. 1 shall deliver the actual physical possession of the undivided share in the land relatable to said APARTMENT, to the PARTY NO. 2 at the time of the Registration of the Sale Deed and also unless full payment is made or received by the Vendor,, which will be executed and registered only after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. After registration of the Sale Deed, the PARTY NO. 2 shall hold the same, jointly with the other “APARTMENT” Owners.
4. That the PARTY NO. 2 shall pay proportionate share of the Corporation Taxes & all other dues whatsoever, accruing or payable in respect of his/her undivided share & interest in the land and the said “APARTMENT” with effect from the date of Sale Deed, or from the date of possession whichever is earlier.
5. That on obtaining the Sale-Deed of the proportionate Undivided Share along with interest in the said Plot Of Land & the Residential Apartment / APARTMENT (jointly called ‘the said APARTMENT’) hereby agreed to be sold, the same will be held by the PARTY NO. 2 with heritable & transferable rights therein, subject to the restrictions as may be imposed for the better enjoyment by other “APARTMENT” Owners.

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**IN RESPECT OF THE CONSTRUCTION OF
THE “APARTMENT” CHOSEN BY THE PARTY NO-2**

1. That inclusive of the cost of the undivided share & interest in land relatable to the said APARTMENT the cost of construction of the said APARTMENT is estimated as detailed in Schedule of Payment appearing hereinafter, agreed to be paid by the PARTY NO. 2 to the PARTY NO.1..
2. That. The PARTY NO. 2 shall pay the installment strictly on the dates/stage completion, mentioned in the Schedule of payments hereinafter. It is hereby specifically agreed between the parties hereto, that **TIMES IS THE ESSENCE OF THIS CONTRACT** and therefore, no extension of time shall be granted to the PARTY.NO. 2 in case of non payment of any of the installment stipulated in the Schedule of payments.
3. That the PARTY NO. 1 shall erect & build the proposed complex, consisting of various self contained separate Apartments in accordance with the specifications.
4. That the PARTY NO. 3 shall complete the said APARTMENT & make the said APARTMENT available for the occupation to the PARTY NO. 2 on or before **March 2021**, subject only to Vis Major and Government Policies and availability of the construction materials in the open market, provided that the Purchaser has followed the Payment Schedule strictly.
5. That the PARTY NO. 1 shall not deliver the possession of the said APARTMENT to the PARTY NO. 2, until & unless the entire cost of the said APARTMENT, as agreed & stipulated in the Schedule of Payment are paid by the PARTY NO. 2 to the PARTY NO. 1 & 3. The Purchaser shall pay all dues and take possession within 15 days after PARTY NO. 1 giving written intimation to the Purchaser informing her/him that the “APARTMENT” is completed and is ready for occupation.
6. That during the period of building construction, the PARTY NO. 2 may, with due intimation to the PARTY NO. 1 may come to building, for inspecting the site / Building plans etc., if available on site.
7. That the PARTY NO. 1 shall be exclusively in charge of the construction, in all respect of the said complex, without any let or hindrance interference by the PARTY NO. 2 or any other contractor or person/s claiming through or under the PARTY NO. 2. Further it is also agreed that under no circumstances, the PARTY NO. 2 shall enter into any Building Contractor in respect of the said APARTMENT with any other engineer, Architect, building contractor or any Advisory or Supervision Agency & such contract. If so entered into by the PARTY NO. 2 shall be VOID & SHALL NOT BE BINDING on the PARTY NO. 1 in any respect whatsoever. The PARTY NO. 1 shall,

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wherever possible, provide best amenities solely at the request of the purchaser who shall have to pay additional cost for the same, in advance.

8. That the time for payment of each of the installment as stipulated in the Schedule of payment hereto, is the essence of this contract as mentioned above. However, without prejudice to their rights, the PARTY NO. 1 may grant a grace period of one month, from the due date and in such event, the PARTY NO. 2 shall be liable to pay damages @18% per annum on the unpaid balance, from the date of default till the date to actual payment thereof, to the PARTY NO. 1. It is further understood by the PARTY NO. 2 that he/she will not be entitled to claim such grace period in case of more than 2 occasions, during the stipulated period.

9. That the PARTY NO. 1 shall not be responsible for delay in sanction / disbursement of "Loan" to purchaser for any reasons whatsoever in such case, the purchaser shall not be entitled to any concession in the penalty payable by her/him on delayed payments. In the event of non payment of the said amount as mentioned in the schedule of payment the agreement deems to be canceled.

10. That the PARTY NO. 2 hereby specifically agrees with the PARTY NO. 1 that even after taking the actual possession of the said APARTMENT, the PARTY NO. 2 will not object or prevent or obstruct the PARTY NO. 1 in any way, in carrying on and from completing the work of other "APARTMENT" in the said Building and also for storing keeping the building materials on the available open land.

11. The parties hereto, further agree as that the "APARTMENT" Complex shall named and styled as **"SHREE GURUKRUPA RESIDENCY"**.

12. That the available open space and the common areas and facilities as may be provided in the said "APARTMENT" Scheme, shall be of common use of all the APARTMENT owners in the complex and shall always remain undivided and no portion or division or any part there of be effected or carried out by PARTY NO. 2 severally, or jointly with other APARTMENT owners or owner. That the right of distribution of open terrace and spaces to individual purchasers is reserved by the PARTY NO. 1.

13. This Agreement shall be subject to the Jurisdiction of Nagpur and It is agreed between the parties that whenever there is any kind of dispute arose between the parties to the agreement arising out of the agreement during the subsistence of this agreement and thereafter also the same shall be referred to the sole arbitration nominated by the party no. 1 appointed by the Vendor. It is further agreed that decision by the said sole arbitrator is final and binding on the parties.

14. That the property hereby agreed to be sold, shall be correctly described in the Schedule hereto and shall be sold, subject to the outgoing Agreements, Restrictive

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Covenants and Right of Co-owners and PARTY NO. 1 in respect of the remaining Undivided Share and proposed building, affecting the same and the owners of the other built up space/premises, in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same SHALL NOT ANNUL this contract, nor shall the purchaser thereby become entitled to any compensation under any nomenclature whatsoever, but all same; such misstatement, error or omission shall always be subject to correction, by the Parties hereto.

15. That all expenses as to the stamp-duty and registration fees shall be exclusively born by the purchaser i.e Party No.2 and for the preparation, drafting, printing expenses etc., in respect of this Agreement & the Sale Deed shall be borne by both the party no. 2 and 3 equally.

16. That the PARTY NO.2 shall also be liable to pay all the amount of the Sales Tax, Works Contract Tax or any other tax or Cess (if any) as may be levied by the Government, in respect of the said APARTMENT of Vendee, as and when communicated by the Builders.

17. The construction cost of the said APARTMENT is fixed and shall not vary as to the estimated on the basis of the Specifications and the basic rates as mentioned above AND the same is calculated on the basis of plan which may exactly the same as mentioned in the agreement and is final.

18. The Party No. 2 understands that the proposed construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications. It is understood by the Party No. 2 that any shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects. Further it is agreed by Party No. 2 that on account of practical constraints there will be made an allowance of 5% variation on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the Party No. 2 for such variation.

19. It is understood and agreed by the Party NO. 2 that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction but shall be maintained by the party no.1 and 3 upto 6 month only from the date of sale deed or possession whichever is earlier. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if at all occurs will be borne and paid by the Party No. 1 and 3 separately only upto 6 month from the date of sale deed. It is also understood and agreed by the party No. 2 that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage/seepage through them if exposed to rain water or any

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wet condition. This will not be treated as a defect and no compensation shall be given to the Party No. 2.

20. The Party No. 1 may entirely at it's own discretion permit and allow to Party No. 2 to occupy the said "APARTMENT" even when the Party No. 2 has not paid all her/his dues to Party No. 1, but for this purpose, the Party No. 2 must obtain a written permission to occupy the said "APARTMENT" from the Party No. 1 It is specifically agreed by the party No. 2 that if she/he occupies the said "APARTMENT" without such written permission from the Party No. 1, it shall be treated as to trespasser. The Party No. 2 hereby agrees that she /he shall in no case occupy the said "APARTMENT" without prior written permission from Party No.1.

21. The party No. 1 shall not be liable to pay any compensation to make good if any defect in the proprietary items used in the construction of the said "APARTMENT" and proper claim regarding this, shall directly be made by the Party No.2 to the manufacturer of such item keeping Party No. 1 indemnified.

22. That the Party No. 2 hereby authorizes and empowers the Party No. 1 to sign on her/his behalf any applications, documents etc. required for smooth implementation of the agreement and also to sign revised building plans if any, and to execute and register all agreements, deed of declaration, deed of apartment, sale deed, etc. in respect of the property specified in Schedule hereunder. This will be treated as General Power of Attorney and adequate stamps are affixed on this agreement for the said purpose.

23. All notices to be served on the Party No. 2 as contemplated by this agreement shall be deemed to have delivered and served if sent to the address of Party no. 3.

24. The Party No. 2 shall bear charges of modification to the "APARTMENT" chosen by Party No. 2, but if such changes or modification shall tantamount to deviation from the plan, then in such event PARTY No. 2 shall alone be responsible for any action, penalty, or compounding fee taken/ imposed/levied by the competent Authority and she /he shall always keep the Party No.1 indemnified against the same.

25. That for the purpose of giving clear title over the said property(consisting of undivided share and interest in the land/FSI and the said APARTMENT chosen by the Party No.2) and to the other Purchasers/buyers in the said "APARTMENT" scheme the Party No.1 has executed a **DEED OF DECLARATION** in respect of the said "APARTMENT" Scheme which has been duly registered in the office of the Sub-Registrar Nagpur- 8 at **Sr. No.** _____ **on** _____ which is duly registered in the office of the Joint Sub-Registrar, Nagpur -4 in Book No. 1. Thus the said "APARTMENT" scheme will be submitted to the provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970. The party No.2 agrees to execution and registration of Deed of Declaration by the Party No.1 in capacity as The Grantors and

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the Party No.2 agrees to abide by the terms and conditions in such deed of declaration.

26. That the phrases used in this agreement viz.; "Party No. 1 and Party No. 2" whether used in singular or plural shall besides themselves shall always mean and include their heirs, legal representatives, assignees, successors, agents and servants and all person/s claiming through or under them respectively and the contents of this agreement shall be equally binding on them also, unless repugnant to the context or meaning hereof.

SCHEDULE OF PAYMENTS (Cost of Proportionate undivided Share and Interest in the said Plot of Land with construction)

MANNER OF PAYMENT :-

Rs. (TOTAL RUPEES ONLY)

(It is agreed that if any of the cheque issued for payment of the consideration amount is dishonored, in that event the agreement stands canceled automatically)

• **Following Expenses Agreed to be paid by the Purchaser**

1. Stamp Duty, Registration Charges, GST, Advocate's fees agreed to be paid by the Purchaser. (Stamp Duty whatever at Actuals).
2. Maintenance to be paid by the Purchaser as decided by the Majority to the Society.

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“SCHEDULE A”

ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 129 in Dharampeth Expansion Scheme containing by admeasurement 7400 Sq. Ft. (OR 687.46 Sq. Mtrs.) (As per City Survey Records the area is 742.9 Sq. Mtrs.), bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza - AMBAZARI, situate at Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	9’ ROAD.
ON THE WEST	-	Plot no.____
ON THE NORTH	-	Conservancy lane
ON THE SOUTH	-	Road .

SCHEDULE “B”

DESCRIPTION OF THE APARTMENT AGREED TO SALE

ALL THAT R.C.C. superstructure, comprising of residential “APARTMENT” No. ____ on _____ **FLOOR** covering a Super Built up area of _____ **Sq. Meter (____ Sq. Fts)** of the building to be known and styled as “**SHREE GURUKRUPA RESIDENCY**” being constructed on the aforesaid plot together with _____% **(proportionate)** undivided share and interest in the aforesaid property described and bounded as mentioned above:

IN WITNESS WHEREOF the VENDOR, PURCHASER and the CONFIRMING PARTY herein above named have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signed as on the day first above written.

Drafted by: Vivek K. Kolte, Advocate, as per instructions of the parties

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SHRI. SUDHINDRA NATH MITRA S/o
LATE SHRI. MANINDRA NATH
MITRA,) Through its Power of Attorney
MRS. SWATI W/o ASHUTOSH NAIK,
sole Proprietress of M/S. SHREE HOME
MAKERS
VENDOR

1. _____,
PURCHASER

M/S. SHREE HOME MAKERS through its Sole
Proprietress **MRS. SWATI W/o ASHUTOSH NAIK**
CONFIRMING PARTY

WITNESSES :

1. _____

2. _____

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