AGREEMENT TO SALE

MARKET VALUE RS. _____/-

(RUPEES _____ ONLY)

SALE PRICE FOR RS. _____/-

(RUPEES _____ ONLY)

THE AGREEMENT OF SALE AND BUILDING CONSTRUCTION is made on this day of **_____** of **_____** Month **2021.**

BETWEEN

1. **M/S. KRISHNA INFRASTRUCTURE**, **PAN NO. AAUFK9799A,** **(**Rera Registration No. _____), having its registered office at Block No. 05, Ground Floor, Rohera Arcade, Ajni Square, Wardha Road, Nagpur.440015. **(1)** SHRI. MADHUKAR HIRAMAN DAKHALE, Aged 45 years, Occupation – Business, Adhar No. 7096 3127 9608, R/o. House No. 32, Ward No. 2, Near Datta Mandir, Wanadongari – 441110 **(2)** SHRI. SANJAY S/O. VISHWANATH BELE, Aged 50 years, Occupation – Business, Adhar No. 5415 7996 5214, R/o. 401, Krishna Residency, Shyam Nagar, Near Reliance Fresh, Somalwada, Nagpur – 440015, herein-after referred to & called as the **"OWNER/ DEVELOPER"**, which term and expression shall, unless repugnant to the context or meaning thereof, always mean and include the said firm, his legal heirs, representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

2. **(1)_____,** Aged about: ____years, Occupation:- **_____ ,** PAN NO**. _____.** AADHAR NO. **_____ R/o _____.**
Hereinafter known and referred to as the **"PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the said firm, his legal heirs, representatives, executors, members, successor and assigns of the **SECOND PART.**

M/S. Krishna Infrastructure, acting through their partners Shri. Madhukar Hiraman Dakhale & Shri. Sanjay Vishwanath Bele had purchased the land from Shri. Madhukar Hiraman Dakhale for a Valuable consideration of 3,65,06,000/- (Three Crore Sixty Five Lakhs Six Thousand only) by way of registered sale Agrement. Dated 19/11/2020 registered at sub-Registrar Hingna vide registration no. 6348/2020.

WHEREAS the above named Owners are the joint and absolute possession with all heritable and transferable rights therein of ALL THAT piece & parcel of land **admeasuring 0.60 Hectares (4294.72 sq.m.)** bearing. Plot No.1,2,3,4&5 **Kh. No.179, Ph. No. 46,** Mouza – Wanadongari, Tah. Hingna, Dist Nagpur.

That the said land at part of Kh. No. 179 was specified for Residential purpose in the sanctioned Nagar Parishad Wanadongari. So the Owners converted the above mentioned land to Non Agricultural use on dated 31/05/2018 by case no. 179/1330.

That the Owners submitted layout plan of Kh. no.179, Nagar Parishad Wanadongari Sanctioned the layout plan at KH NO. 179 Mouza Wanadongari, Tah. Hingna, Dis. Nagpur on dated 31/05/2018. Nagpur Parishad Wanadongri executed the agreement of development of layout with M/S Krishna Infrastructure on Dated 24/08/2021.

That the owners with a view to develop the plot No. 5 admeasuring 973.91 Sq.m in the land bearing of KH.NO. 179 into flats and get the proposed plans to be constructed at KH. NO. 179, Mouza, Wanadongari, District Nagpur sanctioned by Nagar Parishad Wanadongari, by Case No. 1208/2021 on dated 15/11/2021.

That for the purpose of registration of Agreements, Sale deeds, Agreement to Sale, Mortgage deed, Cancellation deed, Correction deed for the valid transfer of undivided share & registration of Deed of Declaration of the above property **M/s KRISHNA INFRASTRUCTURE** through their partners nominated their Attorney Mr. Sanjay Vishwanath Bele . Aged about 50 yrs Occupation: Business. R/o. 401, Krishna Residency, Shyam Nagar, Near Reliance Fresh, Somalwada, Nagpur – 440015 and the said Attorney had been duly executed & registered at Sr. No. 6394/2020 on dt. 19/11/2020.

The present owner acting through presentation Power of Attorney with a view to develop the land into multifamily residential flats executed & registered "Deed of Declaration" on piece & parcel of land described above under section of Maharashtra Apartment Ownership Act 1970 which is registered at Sr. No. _____ on dt.

WHEREAS the **PURCHASER** herein above approached to the **OWNER / DEVELOPER** for the purchase of an Residential **Flat No.** ___ at **Krishna Chaya Appartment.** on ___ **Floor** for their residential purpose admeasuring about ___ **Sq. m i.e.** ___ **Sq.ft Built up Area** situated on the plot No. 5 admeasuring **973.91 Sq.m** Mouza Wanadongari and the purchaser has agreed to pay the cost of construction along with the price for undivided share ___ **%** in land relatable to the built up area of the said Residential Flat to the DEVELOPER, AND;

WHEREAS the OWNER/DEVELOPER agreed to sell Residential **Flat No.** ___ at **Krishna Chaya Appartment** on **Floor** to the purchaser admeasuring ___ **Sq. m i.e.** ___ **Sq.ft Built up Area** along with undivided proportionate share in land for the total consideration of **Rs.** ___/- **(RUPEES** ___ **ONLY)** agreeing inter- alias that they will execute a SALE-DEED relating to the said Residential **Flat No.** ___ on ___ **Floor** in favour of the

PURCHASER on receipt of full and final consideration agreed hereunder this agreement.

AND WHEREAS, the PURCHASER agreed to purchase the said Residential Flat from the OWNER /DEVELOPER here-in above for the said consideration.

AND WHEREAS, it has become now necessary to reduce in to writing the terms and conditions of sale of Residential **Flat No.** in KRISHNA CHAYA APPARTMENT. agreed to between the parties.

WE, the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of sale of apartment agreed to between us which are as under:

1. **THAT** the Owner / Developer will sell and the Purchaser will buy **Flat No.** at **Krishna Chaya Appartment** on **Floor** built on plot No. 5 all that super structure admeasuring, **Sq. m i.e. Sq.ft Built up Area** in **"Krishna Chaya Appartment"** to be constructed in plot No. 5 admeasuring **973.91 Sq.m** Mouza – Wanadongari, Tah. – Hingna, Dist. – Nagpur more particularly described in the schedule hereunder written.

2. **THAT** the TOTAL price agreed is **Rs. /-**

   (RUPEES ONLY)

   The PURCHASER has paid an amount of **Rs. /-**
   (RUPEES ONLY) Paid by
   Purchaser vide **Cheque No.** on dated **.**

   And the balance amount of **Rs. /-**
   (RUPEES ONLY)
   is to be paid by PURCHASER to the OWNER/DEVELOPER.

MANNER OF FURTHER PAYMENT

1. **Rs. /-** **(RUPEES ONLY)** Balance Amount of 35% is to be paid by the PURCHASER to the OWNER/ DEVELOPER after completion of plinth level.

2. **Rs. /-** **(RUPEES ONLY)** 30% out of the amount to be paid by the PURCHASER to the OWNER /DEVELOPER after completion of frame structure.

3. **Rs. _____/-** **(RUPEES _____ ONLY)** 20% out of the amount to be paid by the PURCHASER to the OWNER / DEVELOPER after completion of brickwork, door frames, window frames etc.

4. **Rs. _____/-** **(RUPEES _____ ONLY)** 10% out of the amount to be paid by the PURCHASER to the OWNER / DEVELOPER after completion of plastering.

5. **Rs. _____/-** **(RUPEES _____ ONLY)** Balance 5% amount to be paid by the PURCHASER to the OWNER/ DEVELOPER being full and final consideration of the apartment here in to be paid by the Purchaser to the OWNER/ DEVELOPER on or before taking over of possession.

THAT the time limit is the essence of any agreement and therefore the time limit for payment of balance amount of the above said stages to be arranged shall be done within the stipulated stages.

THAT the Owner/ Developer shall deliver the actual physical possession of the said **Flat No. _____** at **Krishna Chaya Appartment** on **_____ Floor** situated at plot No. 5 admeasuring **973.91 sq.m** in **"Krishna Chaya Appartment"** to the Purchaser.

3. **THAT** it is specially agreed by the PURCHASER that beside the cost of construction as agreed to he will pay the proportionate increase in cost to be calculated on the rise in the price of the building material over their basis rates and their quantities consumed. The OWNER/DEVELOPER shall be entitled to claim such increase and the PURSHASER shall be bound to pay the same within a period of 15 days from the date of receipt of intimation to this effect from the OWNER /DEVELOPER.

4. **THAT** the undivided share and interest in the said plot of land hereby agreed to be sold is free from all encumbrances of all kinds whatsoever.

5. **THAT** the PURCHASER has satisfied himself with respect to the seller title to the said property as good, valid and marketable and he has accepted the same without any further investigation. He has also satisfied himself about the developer's right to enter into this agreement with the Purchaser.

6. **THAT** the Said property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and shall be sold subject to the outgoing agreements, restrictions and right of the Seller 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 said building affecting the same and if any mis-statement, error or omission shall be discovered the same shall not annul this contract, 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.

7. **THAT** it is understood that the Purchaser that by an Agreement made between the owner/ developer and the aforesaid owner / developer's the former is allowed and permitted to develop the said plot of land and shall remain exclusively in charge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the aforesaid purchaser. The Purchasers shall also not interfere in any manner whatsoever in this behalf.

8. **THAT** the Owner/ Developer shall erect and complete the proposed building consisting of various shops/bungalows/residential apartments/ Flat in accordance with the building plan sanctioned by the competent authority with such variations and modifications as may be provided / effected by competent authority and also as deemed necessary or expedient by the Architect, Structural Engineer of the said owner / developer. The work of construction shall be in accordance with the specification. The specification are subjected to availability of specific goods at a reasonable rates in the market and in the absence of specified goods, the next best alternative will be used.

9. **THAT** the Owner / Developer shall complete the Flat chosen by the Purchaser available for his occupation within a period of 24 months from the date of execution of this agreement subject to availability of building material in the open market and circumstances not beyond the control of the Owner/Developer. That the Purchaser agrees to deposit with the Owner/Developer the overhead expenses together with deposit money necessary for obtaining electric connection in the name of purchaser and proportionate expenses of association of apartment owners whenever demanded. In the event the Purchaser fails to deposit the same it will be incumbent on the Purchaser to obtain the said connection at his cost and the Owner/Developer shall not be responsible for the same.

10. **THAT** the Owner / Developer shall make the demand for payment due installments in writing and the purchaser shall pay the due within a period of seven days from receipt of demand letter.

11. **THAT** all notices, intimations or other communications to be sent by the OWNER/DEVELOPER to PURCHASER pursuant to the various matters provided for in this present shall be deemed have been received by the purchaser. Provided that the same are addressed to the address given by purchaser in the title of these present and posted under certificate of posting and that shall be deemed to have been received the purchaser within 7 days of posting thereof.

12. **THAT** it is agreed between the parties that if the payment is not paid by the PURCHASER to OWNER/ DEVELOPER after demand is made as stated above the OWNER/DEVELOPER shall have right to claim interest at 3% per month on the amount payable to him.

13. **THAT** the OWNER /DEVELOPER shall not deliver the actual possession of said Flat to the purchaser until the entire cost of construction AND also the charges of installation of electric meter and installation of power transformer, water meter and legal expenses, stamp duty, Registration fees and GST Tax including in flat cost are paid by him in full to the Developer. Current GST is 1%. If it is refund by Government by way of input Credit/under C.L.S.S. then it is refund to Purchaser.

14. **THAT** the Purchaser has made it clear to the OWNER /DEVELOPER that he has to arrange loan from H.D.F.C./ I.D.BI./ S.B.I or other financial institutions for the payment of balance consideration of sale payable to OWNER /DEVELOPER. Hence the OWNER AND DEVELOPER shall give such documents of title and other necessary papers to the PURCHASER as may be required by the H.D.F.C./ I.D.B.I / S.B.I. or other financial institutions for giving loan to the PURCHASER for the purchase of the said Flat.

15. **THAT** the Owner /Developer 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 circumstance the purchaser shall enter into any building contract in respect of his Flat with any other Engineer, Architect, Building contractor or advisory agency and such contract if made by him shall be void and not at all binding upon the owner /developer.

16. **THAT** the purchaser agrees to incorporate such terms and conditions stipulations and restrictive covenants in the sale deed as not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Flat Owners.

17. **THAT** the available open space and facilities as may be provided in the said flats shall be of common use of all the Flat owners in the said scheme and shall always remain undivided and no partition of division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Flat seller or sellers.

18. **THAT** in the event of the PURCHASER committing breach of any of the terms and conditions contained in this agreement and also if the purchaser fails to make the payment up to consecutive installments after the same has been demanded by the Owner/Developers, then this agreement shall IPSO FACTO come to an end and the amount received from the PURCHASER towards the cost of construction of the Flat chosen by him shall be refunded to him free of any interest thereon and also after deducting Rs. 50,000/- within 3 months from the date of cancellation of allotment. In such event this agreement stand / terminated / cancelled and his undivided share and interest in the said plot of land and shall also be extinguished and come to an end simultaneously as a matter of course. In such event the owners/ developers shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said Flat to any prospective purchaser / intending buyer without any further reference or notice to the PURCHASER.

19. **THAT** the purchaser hereby specifically agrees with the Owner/Developer that even after taking over the actual possession of the Flat chosen by him (on receipt of possession letter from owner/developer) he will not object or prevent or obstruct the developers in any way in carrying on and completing the work of other Flat in the said Group Housing and keeping materials on the available open land.

20. **THAT** the Purchaser further agrees to pay to the Owner/Developers the tax levied by Government of Maharashtra or Union of India on the cost of construction of the said Flat or on the cost of the building materials used including the wages paid therefore or the cost of land as the case may be and shall always keep the owner and developer indemnified against the same.

21. **THAT** the Purchaser shall individually pay all Grampanchayat taxes, etc. as may be levied on the Flat chosen by him with effect from the date of Possession.

22. **THAT** the Owner / Developer shall deliver the actual possession of the said **Flat No._____** in Group Housing hereby agreed to be sold to the purchaser or his nominee 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 sale deed pursuant hereto, the Purchaser shall hold the said plot of land jointly with the other Co-owners thereof and the Flat chosen by him absolutely with heritable and transferable rights therein.

23. **THAT** the purchaser hereby agrees not to occupy the said Flat without prior possession letter and written permission from the owner /developer else he shall be treated as a TRESSPASSER.

24. **THAT** the Owner / Developer shall execute and register a sale deed of Flat in favour of the purchaser provided the entire agreed amount is paid by the purchaser to the developer in full and final.

25. **THAT** the Purchaser shall pay proportionate share of Non Agriculture Assessment and all other dues whatsoever accruing payable in respect of his undivided share in the said land to the concerned authorities with effect from the date of registration of the sale deed onwards and shall always keep the owner / developer indemnified such payments.

26. **THAT** till such time the Flat of the Purchaser is not separately assessed for the taxes liable, the purchaser shall pay to the owner/developer his / her share of the taxes for arranging payment to the appropriate authority.

27. **THAT** the PURCHASER shall not use the Flat for illegal, unethical, inhuman or anti – social purpose, Casino, Video, Club, Bear Bar, Liquor shop and non vegetarian material selling shop.

28. **THAT** the Owner / Developer shall not be liable to pay any compensation or make good any defect in the proportionate items used the construction of the said Flat and proper claim regarding this shall directly be made by the purchaser to the manufacture or such items keeping the developer indemnified against the same. However the Owner / Developer shall install only standard proprietary items in the said apartment and it shall also see that they are properly working at the time of installation.

29. **THAT** the peripherial development charges will be required to be paid by association of owners as & when demanded by NIT during the course of development. Developer will not be responsible to pay the above charges after the execution of the Sale Deed.

30. **THAT** the Owner/Developer shall not be responsible for delay if it is caused by act of nation's enemies etc. or other reasonable caused beyond the control of the owner/developer. In case of such delay the developer shall be entitled as of right to such extension of time for completion of the work as the owner/developer feels reasonable in the circumstances of the case. The PURCHASER shall accept the decision of the Owner/developer in that behalf as final.

31. **THAT** the Purchaser undertakes to notify in writing any change in his address to the owner/developer.

32. **THAT** all expenses with respect to the preparation of this Agreement Deed of Flat, Sale Deed, and all other concerned deeds, affidavits, No Objection Drafting Charges, Printing Charges etc. together with the cost of stamp duty and Registration fees Certificate, payable thereon have been agreed to be borne and paid by the purchaser.

33. **THAT** the owner/developer further covenant that they have not agreed to sale the said Flat any one else except the Purchaser in above.

34. **THAT** the agreement is subject to jurisdiction of the competent Civil Court of Hingna.

Specifications:-

Structure	:	R.C.C. Frame Structure.
Superstructure	:	External wall 230 mm, Partition wall 150 mm and Internal wall 115 m thick.
Doors	:	Internal doors RCC frame with Flush door & Main door Teek Wood with both side skin shutter.
Windows	:	Glazed Aluminum window.
Kitchen	:	Black Granites on kitchen top.
Ceramic tiles	:	(24" x 24") in all rooms.
Glazed Tiles	:	Kitchen up to 4'0 ft & 7'0 ft in WC/Bath.
External Paint	:	Water proof cement paint.
Internal Paint	:	Putty base with oil bound Distemper.
Water supply	:	Overhead Tank on the Building

SCHEDULE – A

ALL THAT piece and parcel of Non-Agricultural land in the **plot No. 5 admeasuring 973.91 Sq.m of Kh. No. 179, Mouza – Wanadongari, P.H. No. 46,** within the limit of Nagar Parishad – Wanadongari, Tahsil – Hingna, Dist. – Nagpur. The said property is bounded as follows:

BOUNDARIES

ON THE EAST	:	Kh. NO. 176,177,178
ON THE WEST	:	Road
ON THE NORTH	:	Plot No. 4
ON THE SOUTH	:	Kh. No. 180

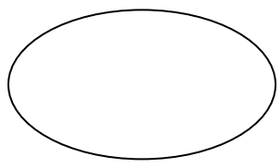
ALL THAT RCC super structure comprising of residential **FLAT NO. _____** on **_____ Floor** for their residential purpose having **Sq. m i.e. _____ Sq.ft Built up Area** with proportionate undivided share of **_____ %** right title and interest in plot No. 5 at **"KRISHNA CHAYA APPARTMENT."** proposed to be constructed on the land.

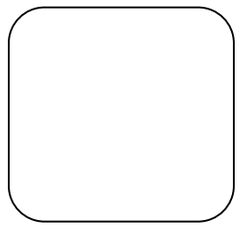
IN WITNESS WHEREOF the parties hereto have annexed their respective signatures in presence of the witness with their free consent after fully understanding the contents thereof on the day and place written above.

(Drafted by Adv. Ashish P. Umak).

(OWNER/ DEVELOPER)
M/S. KRISHNA INFRASTRUCTURE
Through its Partners,

(Acting through its power of Attorney holder)





(Shri. Sanjay Vishwanath Bele)

(SHRI. _____)

PURCHASER

WITNESSES:-

1._____ **2._____**

KRISHNA
INFRASTRUCTURE

Rohera Arcade, Shop No. 5, Ground Floor,
Ajni Square, Wardha Road, Nagpur.
Mob. No. 8552884499

Ref. No. .....

Date : .....

Sub: - ALLOTMENT LETTER

Dear Sir,

This is to confirm that to _____,
Aged about _____years, Resident of _____., is hereby allotted **Flat No. _____**, in our project named and styled as **"Krishna Chaya Appartment "** situated at Plot No. 5, Kh, No. 179, Mouza – Wanadongari, P.H. No. 46, Tahsil – Hingna, District Nagpur.

We further confirm that the Flat area of **Flat No. _____**, admeasuring about _____ **Sq.m i.e.** _____ **Sq.ft** and the total cost comes to **Rs.** _____ **/-** (**RUPEES** _____ **ONLY.**)
This is your kind in formation.

Thanking you,

NOTE : Allotment subjected to payment terms and conditions.

KRISHNA INFRASTRUCTURE

Yours truly,

Authorized Signatory.

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