

AGREEMENT FOR SALE
FOR Rs.....
[Rupees.....]

THIS AGREEMENT FOR SALE on date

BETWEEN

NARAYANI ENTERPRISES, a partnership Firm and having its registered Office at B1, B2, B3, Commercial Complex No. 2, Vyankatesh Nagar, Near KDK College of Engineering, Nandanvan, Nagpur-440024 and acting through its authorized partner SHRI DEVENDRA S/O TULSIRAM WASNIK, aged about 41 years occupation: Civil Engineer, Resident of B4/01 Vyankatesh Nagar, Nandanvan B/h KDK Collage of Engineering, Nagpur-440009, (PAN AAUPW3456C) & Adhar Unique Identity No. 2198 6182 1269, 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 his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART;

AND

MRS., aged about years, Occupation Business/ House hold (PAN) & Adhar Unique Identity No. and resident of, 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 his/her/their heirs, legal representatives, executors, administrators, successors, and assigns of the SECOND PART;

WHEREAS ALL THAT piece and parcel of land bearing NIT lease hold Plot No 419-b admeasuring 3330 Sq Ft (or 309.36 Sq. Mtrs), being the portion of entire land bearing Kh No 514, 513 of Mouza Nagpur, in Industrial basti Scheme of Nagpur Improvement Trust, having City Survey No 273, Corporation House No 319 , situate at Hanuman Nagar, within the limits of Nagpur Municipal Corporation, ward No 10 in Tah. and Dist. Nagpur, having been purchased by VENDOR from (1) Smt.Sanjiwani Moreswar Dalal (2) Smt. Manjushree Raju Jasutkar (3) Shri Pushkardatta Gulabrao Rajankar,(4) SHRI Chandrahas Gulabrao Rajankar and the same is duly registered in the office of Sub-Registrar, Nagpur-4, bearing Document No. NGN-4/...../2021. By virtue of the aforesaid sale deed the VENDOR has become the absolute and full owner of the said property; AND

WHEREAS thereafter the said VENDOR has decided to develop the said property by constructing a multistoried building on the abovesaid plot and accordingly submitted the Plan of a Multistoried building proposed to be constructed on the said Plot as may be sanctioned by the NMC authorities and to be known and styled as "DEV - ARCH"; AND

WHEREAS the PURCHASER hereinabove named has/have satisfied herself/himself/ themselves in respect of the VENDOR' title to the said property as good, valid and marketable; AND

WHEREAS the PURCHASER has/have also seen and approved the proposed Plan of the building to be sanctioned by the Nagpur Municipal Corporation of the proposed Building, which is approved by the Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur, Vide his building permit No on/2021 AND

WHEREAS the PURCHASER being desirous of owning an Apartment in the said Multistoried Building proposed to be constructed on the said Plot of land for her/his/their Residential Use with heritable and transferable rights therein have approached the VENDOR and expressed her/his/their desire and willingness to purchase the undivided proportionate share and interest in the said Plot of land TOGETHERWITH the entire R.C.C.

Superstructure comprising Apartment of S/B area 1436 sq.ft. including balconies, common share of a building proposed to be constructed thereon and to be known and styled as “DEV - ARCH” and after detailed negotiations she/he/they have also agreed to pay, provide and contribute the entire cost of construction of the said Apartment to the VENDOR; AND

WHEREAS considering her/his/their request and after detailed negotiations the VENDOR has now agreed to sell the aforesaid property to the PURCHASER for a total consideration of Rs.(.....) only upon the following terms and conditions.

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

- (1) That, the VENDOR will Sell and the PURCHASER will buy the undivided proportionate share and interest in NIT lease hold Plot No 419-b admeasuring 3330 Sq Ft (or 312.150 Sq. Mtrs. of a building proposed to be constructed thereon and to be known and styled as “DEV - ARCH” having City Survey No 273, situate at Hanuman Nagar, within the limits of Nagpur Municipal Corporation, ward No 10 in Tah. and Dist. Nagpur, and more particularly described in the Schedule hereunder written.
- (2) That, the total price agreed is Rs.(.....) only out of which the cost of the Undivided proportionate share in land including the cost of construction of the said Apartment as agreed above is fixed at Rs.(.....) only, which the PURCHASER has specifically agreed to pay to the VENDOR in the following manner. The cost so agreed is fixed and not subject to any increase in spite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT:

Rs..... (IN WORDS)

Rs..... IN WORDS

Remaining Payment as per Slabs

. It is also specifically understood by the PURCHASER that the delay in securing sanction to the Housing Loan, if any, applied for by her/him/them shall not be a ground for non payment of of the installments.

- (3) That, the Undivided proportionate share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.
- (4) That, the PURCHASER has satisfied herself/himself/themselves with respect to the VENDOR' title to the said property as good, valid and marketable and he/she/they has accepted the same. She/He/they have satisfied herself/himself/themselves about the VENDOR' right to enter into this Agreement with the PURCHASER.
- (5) That, the said property is believed and shall be taken to be correctly described in the Schedule hereunder written 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, it is understood by the PURCHASER that the VENDOR is developing the said Plot of land and shall remain exclusively owners in charge of the entire construction of the proposed building in all respects. The PURCHASER shall also not interfere in any manner whatsoever in this behalf.
- (7) That, the VENDOR himself shall erect and build the proposed Multistoried building consisting of various self contained separate Apartments therein strictly in accordance with the plans/revised plans as may be sanctioned by the Building Engineer of the Nagpur Municipal Corporation and the specifications mentioned in Annexure-'A' appended thereto. Extra/Additional facilities shall however be provided by the VENDOR at the request of the PURCHASER subject to extra payment thereof to be made by her/him/them in advance.
- (8) That, the VENDOR have/has reserved their/its right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation.
- (9) That, PURCHASER have finally chosen to own and possess the Apartment No. 202 on the 2nd Floor of the proposed building more particularly described in the Schedule hereunder written.

- (10) That, the VENDOR shall complete the said building and make the Apartment chosen by the PURCHASER available for her/his/their occupation within 18 months from the date of this Agreement to sell.
- (11) That, the VENDOR shall not deliver the actual possession of the said Apartment to the PURCHASER until the entire cost of construction including also the charges for installation of Electric and Water Meters, Legal Expenses including Stamp Duty and Registration Fees and Sales Tax/Turn Over Tax/GST and any other tax levied by the Govt in future etc. if any are paid by her/him/them in full to the VENDOR.
- (12) That, during the period of building construction, the PURCHASER with two days advance intimation to the VENDOR may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.
- (13) That, the PURCHASER agrees to incorporate such terms, conditions, stipulations and restrictive covenants in Deed of Declaration in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.
- (14) That, the available open space, the common areas and common facilities as may be provided in the said building shall be of common use of all the Apartment 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 by the PURCHASER severally or jointly with any other Apartment Owners.
- (15) That, the PURCHASER shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by her/him/them with effect from the date of Registration of the Sale Deed or from the date of her/his/their taking over actual possession thereof whichever may be earlier.
- (16) That, the VENDOR shall deliver the actual possession of the undivided share and interest in the said Plot of land together with Apartment No.202 on the 2nd Floor hereby agreed to be sold to the PURCHASER or her/his/their nominee(s) 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 and the Apartment chosen by her/him/them absolutely with heritable and transferable rights therein.
- (17) That, the VENDOR does hereby agree with the PURCHASER that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payments of legal charges including Stamp Duty and Registration Fees,

payment of GST and all other taxes and cesses that may be levied and payable at the time of Registration from her/him/them, they/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 No. 202 on the 2nd Floor in favour of the PURCHASER or her/his/their nominee(s) and get the same duly registered at her/his/their cost 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 her/him/them to the VENDOR.

- (18) That it is understood by the PURCHASER that the VENDOR shall display any type of board, signs, banners etc. on any exterior part of building and the PURCHASER will neither object/ disturb it, nor shall obstruct its visibility in any way. The VENDOR shall not pay nor shall the PURCHASER demand any rent etc. for any signs displayed by it.
- (19) That, all notices to be served 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 at her/his/their address as described above.
- (20) That, the PURCHASER undertakes to notify in writing any change in her/his/their address to the VENDOR.
- (21) 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 as per the Arbitration and Conciliation Act, 1996. The decision of the Arbitrators shall be final and conclusive and binding on the parties hereto. The parties specifically agree not to approach any court of law or consumer dispute redressal forum / commission etc. without first availing the Arbitration proceedings.
- (22) That, all the provisions of the Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
- (23) That, this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.
- (24) 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 REFERRED TO ABOVE

The undivided proportionate share and interest in ALL THAT piece and parcel of land NIT lease hold Plot No 419-B admeasuring 3360 Sq Ft (or 312.150Sq. Mtrs), togetherwith the entire R.C.C. Superstructure comprising Apartment No. 202 covering a super built-up area of about 1436 Sq.Ft on the 2nd Floor . of a building proposed to be constructed thereon and to be known and styled as “DEV - ARCH” having City Survey No 273, situate at Hanuman Nagar, within the limits of Nagpur Municipal Corporation, ward No 10 in Tah. and Dist. Nagpur and the said plot is bounded as under :

ON THE EAST	-	Road
ON THE WEST	-	Con. Lane Land
ON THE NORTH	-	Plot No.419 - A
ON THE SOUTH	-	Plot No.418 - A

IN WITNESS WHEREOF the VENDOR and the PURCHASER herein above named have hereto set their respective hands and signed this AGREEMENT OF SALE at NAGPUR in presence of the following witnesses signing as such on day first above written.

WITNESSES :

For NARAYANI ENTERPRISES

1).....

DEVENDRA TULSIRAM WASNIK
authorized partner
VENDOR

2).....

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PURCHASER