

AGREEMENT TO SALE
OF RESIDENTIAL FLAT NO. 202
"ARMAAN GRACIA"

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MOUZA : NAGPUR

Market Rate Rs. /- Per Sq. Mtr.

Market Rate as per Govt. Recknor Rs. /-

THIS AGREEMENT OF SALE is made on this Day of Dec 2021,
BETWEEN:

MR. Krishna s/o Baburao Khanorkar aged about 58 years, (PAN No. AFZPK6210L) Plot no. 48-Q, Azamshah Lay Out, Ganesh Nagar, Nagpur,
M/S. ARMAAN BUILDERS AND DEVELOPERS, Acting through his
Constituted **Attorney AQEEL ANWAR SIDDIQUI,** Aged About 40 Years,
Occupation- Business, R/O 282, 284, Armaan Residency, Killa Road
Mahal Nagpur. (Power Of Attorney duly registered at Serial No
3640/2019 on 02/12/2019 before The Sub-Registrar, Nagpur -5)
hereinafter called the **OWNER/ PARTY NO. 1,** which expression shall
unless repugnant to the context or meaning thereof always mean and
include the said PARTY NO. 1 as well as, his legal representatives,
executors, administrators, successors and assigns of the **FIRST PART:**

AND

M/S.ARMAAN BUILDERS AND DEVELOPERS, through its Proprietors **MR. AQEEL S/O. ANWAR-UL-HAQ SIDDIQUI,** aged about 40 years, occupation
business, Resident of "Armaan Residency", Killa Road, Mahal, Nagpur. Tq.
and Dist. Nagpur, hereinafter referred to as 'The Developer", which
expression shall include the said developer, its managers, successors in
interest, administrators and assigness) of the **SECOND PART;**

AND

Mr._____ (hereinafter referred to as **PURCHASER/ PARTY NO.3**
which expression shall unless repugnant to the context or meaning
thereof always mean and include the said PURCHASER / PARTY NO.3 /
Purchaser as well as their legal heirs, legal representatives, executors,
administrators, successors, and assigns etc. of the of the **THIRD PART:**
The Owner is seized and possessed of or otherwise well and sufficiently
entitled to the pieces or parcels of land or ground of land revenue tenure
situate lying and being at all that piece and parcel of land hereditaments
and premises situate at R/o Plot no. 48-Q, Azamshah Lay Out, Ganesh

Nagar, Nagpur, Tah. and Dist Nagpur bearing Corporation, more particularly described in the Schedule A hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by red colored boundary line (hereinafter called **“the said property”**).

AND WHEREAS the said property is lease hold property of the owner from Nagpur Improvement Trust. As per the original Lease Deed dated 5/08/1985 the NIT leased out all the area of said property i.e. 396.00 Sq. Meter. The said lease was coming to an end on 31/08/2012. The Owner thereafter renewed the said lease for further period till 31/03/2042 vide document no. 3030/2018 dated 5/05/2018 registered before the office of Sub-Registrar, No. 2, Nagpur. The said lease deed is annexed herewith as Annexure no. A. the present owner due to various restraints including financial, technical and expertise was unable to develop the said plot and to get the fruits thereof, after negotiating terms of his own benefits accordingly entered into an Agreement of Development with **M/S.ARMAAN BUILDERS AND DEVELOPERS, a firm through its proprietor MR.AQEEL S/O. ANWAR-UL-HAQ SIDDIQUI**, registered with the office of Joint Sub Registrar, Class – 2, Nagpur City No.5, entered at Sr. No.3639/2019, on dated 2 Dec, 2019 and further to enable the said firm to do the needful in the matter with various rights, authority and powers has also executed an Irrevocable General Power of Attorney, registered with the office of Joint Sub Registrar, Class – 2, Nagpur City No.5, entered at Sr. No.3640/2019, on dated 02 Dec, 2019, thereby specifically authorising **M/S. ARMAAN BUILDERS AND DEVELOPERS, through Its proprietor MR.AQEEL S/O. ANWAR-UL-HAQ SIDDIQUI**, aged about 40 years, occupation business, Resident of 282,284, Armaan Residency, Killa Road, Mahal, Nagpur, Tq. And Dist. Nagpur to develop the said plot by making his own investments, to make due applications, to enter into further agreements and get it duly registered including declarations, to file petitions, applications, etc. and also to receive documents, submit documents and such other ancillary rights;

AND WHEREAS in pursuance of the Agreement of Development dt. 2/12/2019, M/s. Armaan Builders and Developers is making all the arrangements after getting the plan sanctioned, is developing the aforesaid land and constructing a residential cum commercial multistoried building named and styled as **“ARMAAN GRACIA”**, thereon in pursuance of the sanction accorded by the authorities of Nagpur

Municipal Corporation, Nagpur vide the Building **Permit No.**
on the th day of , 2021

AND WHEREAS the entire building being constructed on the aforesaid land has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by executing a **Deed of Declaration dated , which has been registered at Serial No.**

AND WHEREAS the Party No. 3 is desirous to purchase the FLAT of Party No. 2 and accordingly entered into an Agreement of Sale with Party No. 3 and Party No. 2, are also wants to sale the property to the Party No. 2 and after detailed discussion between both the parties they mutually decided the following conditions stated as follows :-

AND WHEREAS the VENDOR desired to sell all that **FLAT No. 202** on the **Second Floor** of the building known as **“ARMAAN GRACIA”**, constructed upon land covered with fencing Plot no. 48-Q in Industrial Basti Scheme NIT KH. NO. 574, Mauza, Nagpur, Lay out/ Ward No. 20, Division South, Tahsil and District Nagpur admeasuring 396.700 square meter i.e. 4270.0433 Sq. ft City Survey No. 139, Mauza :Nagpur, Index. No. 69001023A001, Sheet no. 276, Tahsil and District Nagpur, more specifically described in the schedule hereunder written, (hereinafter called SAID PROPERTY);

AND WHEREAS the PURCHASER desired to own an Apartment in the said Condominium of Apartments out of the aforesaid property and the parties herein have entered into negotiations and have accordingly the parties have agreed to enter into this Agreement of Sale;

NOW THEREFORE THIS DOCUMENT WITNESSETH AS UNDER:

1. That in pursuance of the terms agreed and in consideration of a total sum of Rs.____ to be paid by the PURCHASER to the Vendor in the following manner, the VENDOR as beneficial and legal owner thereof does hereby agree to grant, assign, convey and transfer by way of SALE the property so going to be developed and as detailed herein as ANNEXURE – “B” which for the sake of brevity and reference is referred to as the “SAID PROPERTY”, to hold the same to and unto the PURCHASER upon as an absolute owner thereof forever, subject to the terms and conditions and restrictions mentioned in the Deed of Declaration made for the said Condominium of Apartments free from all encumbrances, whatsoever and also free from any arrears of Land Revenue, Taxes,

Cesses, and all other outgoings payable up to date subject to the payment of the total sale consideration as per the schedule mentioned herein.

MANNER OF PAYMENT

Rs.		
The balance of the sale consideration of Rs. is agreed to be paid by the Purchaser/Party of the Third Part either through bank loan or cash/Cheque to the Developer/Builder Party of the Second Part in the following manner:		
a)	On completion of plinth	20%
b)	On completion of first slab	10%
c)	On completion of second slab	10%
d)	On completion of third slab	10%
e)	On completion of forth slab	10%
f)	On completion of fifth slab	10%
g)	On completion of Sixth slab	10%
h)	On completion of Seventh slab	10%
i)	On completion of brick work	5%
j)	On completion of plaster & finishing	3%
k)	On possession	2%
Total		100%

2) That the VENDOR has good valid and marketable title and absolute right and full authority to convey and transfer the SAID PROPERTY by way of sale to the PURCHASER. The VENDOR assures to the PURCHASER that the SAID PROPERTY is free from all encumbrances, charges, liens, demands, claims and/or attachments, etc.

3) THAT, it is specifically agreed by the purchaser / Party No.3 that he/she shall not have any right or authority to transfer by way of sale the Flat chosen by him/her as mentioned in the schedule to any other party unless and until the complete sale consideration is paid by the Purchaser/Party of the Second part to the developer/owner/Party of the First Part.

4] THAT, the party No.2/PURCHASER has perused, verified and inspected all relevant deeds, documents as to right, title and authority of the OWNER and also understood, seen and approved the specifications appearing in Annexure - B appended hereto and forming part of this agreement. He has personally seen and verified the spot, site, structure,

complex, etc. The PURCHASER is fully satisfied with the right, title and authority of VENDOR/S as well as the condition, type, user and specifications of the said property and after being so satisfied, the PURCHASER has agreed to purchase it. A copy of all documents including the specifications, design, plan etc. has been furnished and handed over to the PURCHASER and he acknowledges receipt of the same. Hereinafter, it shall not be open for the PURCHASER to question the rights, title and/or authority of the VENDEOR/S before any forum or to make any claim in respect therefore, nor shall PURCHASER can make any claim, complaint or raise any objection as to the user, situation, and construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER understands, agree and confirm that the specifications, facilities and amenities in the said proposed building are as per his wishes and desires to the full satisfaction of PURCHASER in all respects.

5] THAT the possession of the Party no.1 through Party No.2 over the said piece and parcel of the land shall remain unimpeded till entire building is constructed thereon and completed in all respects and the Flats therein are made available for occupation and delivered to the respective buyers including the Party No. 3.

6] THAT the Party No. 1 shall be exclusively in charge of the construction of the proposed building including that of the Flat Chosen by Party No. 2 till the handing over of possession of the flat to the party No.3 in all respects without any hindrance, obstacle or interference by Party No.2 or any other person claiming on his behalf and under no circumstances the Party no.3 shall employ or enter in to any building contract of her/his Flat with any engineer/architect /building contractor or any other supervisory agency and such contract/sub contract if made by the purchaser shall be void and not at all binding upon the Party No.1 and/or Party No.2.

7] THAT, the Purchaser shall bear the charges for the installation of Electric meter and water meter for his Flat shared as per the demand of the MSEB, NMC. Similarly, he shall also extend his full co-operation and make payment of his share amount and expenses for formation and registration of the society of occupants in accordance with the bye-laws of condominium of Flat appended to the Deed of Declaration.

8] The purchaser and/or his successors in titles shall from time to time perform all the stipulations and conditions as may be levied by the

Association of Flat owners regarding the occupation and use of the building of the Flat therein and shall pay and contribute regularly maintenance charges in accordance of the Deed of Declaration as decided by the Association of Flat owners which will be increased as per the convenience and welfare of the Association. If the flat owner defaults in paying maintenance charges for three consecutive months then action can be taken against the defaulting member by the said association by way of disconnecting the water supply and the electricity or such other legal action, as may be deemed fit by the Association.

9] THAT all taxes, revenues ceases, rent ground rent, etc. as may be assessed and or levied over the said property shall be borne by Party No. 3 jointly along with other prospective buyers from the date of handing over possession to them.

10] THAT the Party No.3 undertakes and agrees that he will not dismantle or make any alteration in his Flat, which will cause inconvenience to the other Flat owners in the building and that too in contravention with the sanctioned building plan. In case the purchaser makes any kind of alterations or additions in contravention with the sanction plans, he shall be solely held liable and responsible for the same and it will be his responsibility to get the same sanctioned from the concerned sanctioning authority.

11] THAT, if the Purchaser desires to carryout any alterations or additional items of work to be done in the chosen premises, then he shall intimate the Party No.1 in writing three months from the date of this Agreement. The alteration so desired shall be prevailing building rules and permissible within structural and architectural limitations and shall be treated as additional work and to carryout such extra work, the cost thereof shall be borne and paid by the PURCHASER individually in addition to the consideration agreed as above to the Party of the First Part. The Party No.1 reserves right to accept or refuse partly or wholly any alterations or additions as may be desired by the Purchaser. The decision of the Party No.1 in this matter shall be final and binding on the Purchaser.

12] THAT once Possession of Flat is delivered to the Party No.3, it will be the exclusive responsibility of Party No.3 to maintain it jointly along with other prospective buyers.

13] THAT the said work of construction of the said Flat chosen by the purchaser shall be completed by Party No.1 through the Party No.2 within 24 months from the date of the agreement.

14] THAT the common areas and facilities shall always remain undivided and no partition or division or sub-division of any part thereof will be carried out by the Party No.2 separately or jointly with any other Flat owners in the said building/scheme.

15] THAT the party No.3 shall, whenever called upon by Party No.2, sign and execute all documents and instruments pertaining to the said building and Flat Chosen by him.

16] THAT, until all empty space index of density of the said plot is not fully consumed; owner/ the Developer/Builder/Party No.2 will be entitled to carryout additional construction without interruption or hindrances from/by the Purchaser. In case of any rise in floor space index of plot is given by the competent authority, the owner/Developer/Builder/Party No.1 and 2 shall have exclusive right to sell or allot the additional construction to any person of their choice. In that event also the Purchaser would not be entitled to claim any amount from the owner/Developer/Builder/Party No.1 and 2 for the proposed construction due to increase in F.S.I. and consequently upon reduction of share in the building and land and the Party No.2 would solely be entitled to sell the said Shops/Chambers/Flats and to appropriate the sale proceeds.

17] THAT, the Purchaser shall not be entitled to claim and the owner/Developer/Builder/Party No.1 and 2 shall not deliver possession to the purchaser of the Flat chosen by him unless the entire sale price as herein above agreed to, is fully paid by him to the Party No.2 in full and final settlement. Hence, possession of duly completed Flat shall be handed over simultaneously with the payment of the balance of the sale consideration.

18) THAT the Party No.3/Purchaser shall inspect and only after satisfying himself in all respect as regards the Flat chosen by him, take possession and give a possession letter. It is also agreed by the purchaser that once the possession of the said Flat is taken by him, he shall loose every right to object or complaint about anything in any manner whatsoever as regards the Flats chosen by him.

19] The PURCHASER understand that the super built up area of Flat includes internal dimensions of all rooms, kitchen, drawing, dinning, bath, W.C. internal passages, balcony area, parking as well as share in common areas & services and the consideration amount is settled for whole Flat under sale with share in common areas, services, etc.

20) THAT, the description of the said **Flat No.** as appearing in the SCHEDULE shall be taken to be correctly described, and any mis-statement, error or omission will always be subject to the correction by the parties hereto and the Party No. 3 will not have any right to claim any compensation for such correction.

21) THAT all expenses on account of preparation of this agreement printing charges payment of stamp duty, registration fees and advocate fees etc. payable thereon have been agreed to be borne and paid by Party no.3/Purchaser.

22) That the Phrases used in this deed viz The Vendors the Vendees whether in singular or plural masculine or feminine gender shall besides themselves always mean and include their heirs legal representative assigns successors agents and servants and all persons claiming through or under them respectively and the Contents of this deed shall be equally binding on them also unless repugnant to the context or meaning hereof.

23) That in case of any dispute, the jurisdiction of Nagpur Courts shall prevail.

SCHEDULE OF PROPERTY SCHEDULE-A

ALL THAT piece and parcel land bearing Plot no. 48-Q in Industrial Basti Scheme NIT KH. NO. 574, Mauza, Nagpur, Lay out/ Ward No. 20, Division South, Tahsil and District Nagpur admeasuring 396.700 square meter i.e. 4270.0433 Sq. ftof land together with structures/building standing thereon bearing City Survey No. 139,Mauza :Nagpur, Index. No. 69001023A001, Sheet no. 276, and bounded as follows:

On or towards NORTH: Plot no. 48-R

On or towards SOUTH: Road

On or towards EAST: Plot no. 48-P

On or towards WEST: Road

SCHEDULE OF PROPERTY SCHEDULE-B:

All R.C.C. Superstructures bearing **Flat** , having the **FLAT BUILT UP- (approximate)** on the **Second Floor** of the building known as **“ARMAAN GRACIA”**, constructed on piece and parcel of a plot within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, bearing Plot no. 48-Q in Industrial Basti Scheme NIT KH. NO. 574, Mauza, Nagpur, Lay out/ Ward No. 20, Division South, Tahsil and District Nagpur admeasuring 396.700 square meter i.e. 4270.0433 Sq. ftof land together with structures/building standing thereon bearing City Survey No. 139,Mauza :Nagpur, Index. No. 69001023A001,Sheet no. 276, and bounded as follows:

On or towards NORTH:

On or towards SOUTH:

On or towards EAST:

On or towards WEST:

Note: - After Sanction actual Flat area, building permit number, Flat boundary and undivided share mention in agreement,

IN WITNESS WHEREOF the parties have set their respective hands and signed this DOCUMENT on the day first above mentioned in the presence of attesting witnesses signing as such.

User of the Flat: Residential

.....
VENDOR`S ATTORNEY

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PURCHASER

WITNESS:-

1.

2.