

MOUZA -Beltarodi,

FLAT NO.____

AGREEMENT OF SALE

FOR RS. _____/-

(RUPEES _____ ONLY)

GOVT. READY RECKONER VALUE RS. _____/-

(FOR STAMP DUTY PURPOSE) RS. _____/-,

STAMPS RS. _____/-

Regd. Fee Rs. _____/-

THIS AGREEMENT OF SALE is made and executed at Nagpur, Tah. and Dist. Nagpur on this ____day of **DECEMBER, 2020.**

BETWEEN

SHRI GAJANAN INFRASTRUCTURES & DEVELOPERS, a Partnership firm through its partners 1.Mrs. Bharti Bharat Badlu, aged about 43yers ,Occupation –Housewife **(PAN No.-AJNPB5580E)**, R/o B/4 Near Military camp, darshan Colony , Nandanwan Nagpur(440009) 2.Mrs.Kavita Anil Khapre aged about 32 years, Occupation: - Housewife,**(PAN No.-CDVPK66229P)**, R/o Plot no.88 Behind petrol Pump , Gurudev Nagar Nandanwan ,Nagpur (440009), hereinafter called as **VENDOR** which expression shall unless repugnant to the context or meaning thereof always mean

and include the said Vendor, his respective legal heirs, successors, executors administrators, and assigns of the **FIRST PART, AND**

AND

SHRI. _____, Aged about __ years, Occ. _____, R/o _____, hereinafter called as **PURCHASER** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Purchaser, his/her legal heirs, successors, executors, administrators and assigns) of the **SECOND PART, AND**

WHEREAS the Vender is the absolute owner & in possession of the all that Residential Apartment bearing No.____ situated on the _____ Floor of the building known and styled as “_____”, and standing on the Plot bearing No. __, admeasuring _____ **Sq. Mtrs.** Together with _____% undivided share of land in the plot admeasuring about _____ Sq. Mtrs. of Mouza - _____, Khasra No. _____, P .H. No. __, Sheet No. _____, City Survey No. _____, Ward No. _____, situated at _____, Nagpur, within limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District Nagpur, more particularly described in the schedule herein after called as Property . AND

WHEREAS the vendor purchased the said property from Shri. _____ by virtue of registered Sale Deed Dated _____ which is registered on the same date in the Office of Sub- Registrar Nagpur No.____, having Registration No. _____ - _____.

WHEREAS the Shri. _____ purchased the said property from 1) _____ & 2) _____ by virtue of registered Sale Deed Dt. _____ which is registered on the same date in the Office of Sub-Registrar Nagpur No.____, having Registration No. _____ - 20__.

WHEREAS the Property has been already submitted to the Provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970, by executing and Registering a BDEED OF DECLARARTIN under section 2 in Form -A in the said Act and same is registered in the Joint Sub-Registrar Nagpur on _____ at Serial No. _____. AND

WHEREAS sanctioned building Plan for the said apartment scheme is sanctioned vide building permit No. _____ issued by the Nagpur Improvement Trust, Nagpur.

AND WHEREAS the purchaser herein being desirous to purchase the said Apartment No. _____ situated on _____ Floor, approached to the Vendor and offered a fairly good price of the said Apartment.

AND WHEREAS the Vendor agreed to sell the said flat to the Purchaser Apartment No. _____ situated on _____ Floor for a total valuable consideration of Rs. _____/- (RUPEES _____ ONLY).

AND WHEREAS the parties hereto had deliberations and discussions and in consequence thereof, they have arrived at and agreed upon certain terms and conditions and have further agreed to reduce the said terms and conditions in writing to avoid any complications in future.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS:

1. That, in pursuance of this agreement and against the valuable consideration of a total sum Rs. _____/- (RUPEES _____ ONLY) the Vendor shall sale to the Purchaser all that Residential Apartment bearing No. _____ situated on the _____ Floor of the building known and styled as “ _____”, and standing on the Plot bearing No. _____, admeasuring _____ Sq. Mtrs. Together with _____% undivided share of land in the plot admeasuring about _____ Sq. Mtrs. of Mouza – _____, Khasra No. _____, P .H. No. _____, Sheet No. _____, City Survey No. _____, Ward No. _____, situated at _____, Nagpur, within limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District Nagpur, within limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District Nagpur.
2. WHEREAS the Purchaser have agreed to pay the said entire consideration amount of Rs. _____/- (RUPEES _____ ONLY) and

agreed to acquire the said Apartment No.102 situated on the First Floor in the manner given here under:-

MANNER OF PAYMENT :

Rs. _____/- (Rupees _____Only) paid by the Purchaser to the Vendor by way Chequeno. _____ as earnest amount.
The receipt whereof is duly acknowledged by the vendor.

Rs. _____/- (Rupees _____Only) agreed to be paid by the Purchaser/s to the Vendor within ____ days from this Agreement through Own Contribution/ housing loan disbursement from bank/NDFC/financial institution.

Rs _____/- (TOTAL _____ ONLY)

That the vendor hereby acknowledged the receipt of above said payment paid by the Purchaser.

THE VENDOR DOES HEREBY COVENANT AS FOLLOWS:-

- a) That, the Vendor has a good, valid and marketable title and absolute right and full authority to convey, assign and transfer the said flat to the Purchaser by way of sale which is more particularly described hereunder.
- b) It is agreed that the Vendor shall pay all Taxes, Land Revenue, Ground Rent and other cesses whatever levied till the date of execution of the sale deed and thereafter the Purchaser shall pay the same to respective agencies.
- c) It is agreed that on receipt of the full amount, the Vendor shall execute the Sale Deed in favour of the Purchaser without any hindrance or objection stipulated period subject to obtained of the necessary documents which are required for the execution of Sale Deed.
- d) The Vendor has assured the Purchaser that the property is currently mortgaged with _____, Nagpur but is free from litigation, lien or has

created any third party interest in the said property and shall handover the original Deed of Sale, papers at the time of registration of Sale Deed.

- e) It is agreed by the Vendor to co-operate and to supply necessary legal title papers/documents required by the financial institution of the Purchaser.
- f) The property is currently mortgaged with _____, Nagpur and the Vendor has agreed to obtain "NO DUES" Certificate before the registration of Sale Deed and to handover all original papers of the Apartment to the Purchaser or the bank.
- g) It is agreed by the Vendor that the physical vacant possession of the flat shall be delivered to the Purchasers at the time of the receipt of the full and final consideration paid by the Purchaser.
- h) All necessary permissions/No dues certificate from the registered Co-operative society, if any shall be obtained before Sale Deed by the Vendor.
- i) The description of the property as under shall be taken to be correctly described in the schedule hereunder written and any misstatement, error or omission. If detected, the same shall not annul the sale but all such misstatement, error or omission shall always be subject to correction by both the Parties hereto.
- j) That all the expenses on the account of the preparation of this agreement as well as the Sale Deed including the cost of the stamp duty, registration fees and other incidental expenses have been agreed to be borne by the Purchaser only.

SCHEDULE

DESCRIPTION OF APARTMENT HEREBY SOLD

All that Residential Apartment bearing No.____ situated on the _____ Floor of the building known and styled as "_____", and standing on the Plot bearing No. ___, admeasuring _____ **Sq. Mtrs.** Together with _____% undivided share of land in the plot admeasuring about _____ Sq. Mtrs. of Mouza - _____, Khasra No. ___, P .H. No. __, Sheet No. ___, City Survey No. ___, Ward No. ___, situated at _____, Nagpur, within limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District Nagpur.

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

WITNESSES :

1)_____ SHRI_____

VENDOR

2)_____

SHRI. _____

PURCHASER