AGREEMENT TO SELL FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE RS. /- ONLY

Item No. , Page No. , @ /- Per Sq. Mtrs.

THIS AGREEMENT TO SELL is made on this ____ Day of JULY, 2017 BETWEEN **SHRI. SEWAKRAM S/o LATE SHRI. VITTHALRAO NIGOTE**, **(PAN – AAHPN0164F)** Aged 75 Years, Occupation – Retired, Resident of Old Basti, Khamla, Nagpur-440025, Tahsil and District – NAGPUR, acting through his duly Constituted Attorney **M/S. ANJALI BUILDERS**, A Proprietary Concern having its Office at Plot No. 17, Ojaswini Complex, Gayatri Nagar, I.T. Park Road, Nagpur - 440022, and acting through its Sole Proprietor **SHRI. MOHAN S/o RAMRAO GAIKWAD, (PAN-ACCPG9846J)** Aged 45 Years, Occupation – Business, Resident of Plot No. 1, Bhende Layout, Swawalambinagar, Nagpur-440022, Tahsil and District – NAGPUR, 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

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SHRI. _____ **S/o** _____, Aged _____Years, Occupation – _____, Resident of _____, Nagpur, Tahsil and District - NAGPUR, (PAN – _____) 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, her/his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

AND

M/S. ANJALI BUILDERS, A Proprietary Concern having its Office at Plot No. 17, Ojaswini Complex, Gayatri Nagar, I.T. Park Road, Nagpur - 440022, and acting through its Sole Proprietor **SHRI. MOHAN S/o RAMRAO GAIKWAD, (PAN-ACCPG9846J)** Aged 45 Years, Occupation – Business, Resident of Plot No. 1, Bhende Layout, Swawalambinagar, Nagpur-440022, Tahsil and District – NAGPUR, hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PROPRIETY CONSERN and its PROPRIETOR, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THOSE Pieces and Parcel of land containing by total admeasurement 676.37 Sq.Mtrs. (i.e. 531.25 Sq.Mtrs. + 145.12 Sq.Mtrs. = 676.37 Sq.Mtrs.) bearing City Survey Nos. 2032 and 2033 and Sheet No. (241)/34 of Mouza – KHAMLA, situate at behind Somalwar High School, Old Basti Khamla, Nagpur, Tahsil and District – NAGPUR, Originally belonged to Shri. Chandrabhan S/o Shivshankar Tiwari who lateron transferred the same by way of sale to Shri. Vitthalrao S/o Baliramji Nigote, by a Sale Deed Dated 15-12-1967, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 5095 on even date; AND

WHEREAS the said Shri. Vitthalrao S/o Baliramji Nigote breathed his last on 5-9-1991 and consequent upon his death/demise the aforesaid entire property devolved upon his Widow Smt. Yashodabai, 4 Sons Shri. Raghunath, Shri. Shalikram, Shri. Dwarkanath and Shri. Sewakram and 3 Married Daughters namely Mrs. Renukabai W/o Hiralal Yadao, Mrs. Nirmalabai W/o Shankarrao Yadao and Mrs. Mangalabai W/o Radhelal Yadao, by way of intestate succession, being the legal heirs of the deceased; AND

WHEREAS the said Smt. Yashodabai Wd/o Late Shri. Vitthalrao Nigote left for heavenly abode on 12-12-1997 and consequent upon her death/demise her aforesaid 4 sons and 3 daughters became the Joint/Co-owners of the aforesaid property by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Raghunath S/o Late Shri. Vitthalrao Nigote, Shri. Shalikram S/o Late shir. Vitthalrao Nigote, Shri. Dwarkanath S/o Late Shri Vitthalrao Nigote, Mrs. Renukabai W/o Hiralal Yadao, Mrs. Nirmalabai W/o Shankarrao Yadao

and Mrs. Mangalabai W/o Radhelal Yadao lateron relinquished all their respective rights, title and interest in respect of the aforesaid property in favour of Shri. Sewakram S/o Late Shri. Vitthalrao Nigote, the Vendor hereinabovenamed on 12-11-1999, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 8383 on even date. As a result therefore the Vendor hereinabovenamed has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records.

WHEREAS the Vendor has now decided to develop the aforesaid House No. 3564 Containing by admeasurement 531.25 Sq.Mtrs. into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartment therein. And accordingly by Agreement of Development and Sale Dated 18-2-2013, Which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1104 on even date, he has entrusted the entire work of Development of the said property to the Confirming Party hereinabovenamed upon the several terms and conditions contained therein; AND

WHEREAS by the same Agreement the Vendor has further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual buyer as may be nominated by the Confirming Party hereto; AND

WHEREAS in pursuance of the said Agreement the Confirming Party has accordingly prepared a Plan of a Multistoreyed building proposed to be constructed on the said House No. 3564 and to be known and styled **"VITTHAL-SAI ENCLAVE-WING-A"** and the same is duly sanctioned by the Building Engineer of the Nagpur Municipal Corporation vide its Building Permit No. 86/B.P./Khamla(W)/TP/N.M.C./79 Dated 06-01-2016; AND

WHEREAS, the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS, the Vendor has proposed to construct on the project land __(___) Buildings/Wings, each having Basement, Ground Floor for Parking and __(___) Upper Floors consisting of __(___) Shops / Chambers / Office Premises / Godowns and self contained separate Apartments therein

WHEREAS, the Vendor has entered into a standard Agreement with an Architect Shri. _____, Vide Registration No. _____/_____ registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects on ___/___/2017;

WHEREAS, the Vendor shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period;

WHEREAS, the Vendor has appointed a structural Engineer Shri._____ vide Registration No. ____/____ by an Agreement Dated ____/____/2017 for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architects Messrs/Shri _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate Shri. Ashish Nagpure of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively***;

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been ann***exed hereto and marked as Annexure C-1***;

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Annexure-D;***

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer / Promoter / Confirming Party while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the Vendor has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title and the said Deed of Declaration which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1206 on 03-03-2016.

WHEREAS, the Vendor has accordingly commenced construction of the said building/s in accordance with the said Sanctioned/proposed plans;

WHEREAS, the Purchaser has applied to the Vendor for purchase of Apartment No. ____ on _____ Floor in Wing ____ situated in the Building No. _____ being constructed in the _____ phase of the said Project;

WHEREAS, the carpet area of the said Apartment is _____ **square meters;** Open / Enclosed Balcony area is _____ **square meters;** Terrace area is _____ **square meters,** and **"Carpet Area"** means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS the Purchaser hereinabovenamed has satisfied himself/herself in respect of the Vendor’s title to the said property as good, valid and marketable; AND

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WHEREAS the Purchaser has also seen and approved the Plan of the proposed Multistoreyed building; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed building for his/her Residential Use with heritable and transferable rights therein has approached the Vendor and expressed his/her desire and willingness to purchase the Undivided proportionate share and interest in the said land Togetherwith the entire R.C.C. Superstructure comprising **Apartment No.** ____ on the _____**FLOOR** of "**VITTHAL-SAI ENCLAVE-WING-A**"; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the Purchaser for a total consideration of **Rs.** _____**/- (Rupees** _____**)** Only upon the following terms and conditions.

WHEREAS considering her/his request and after detailed negotiations the Vendor and the Confirming Party have now jointly agreed to sell the aforesaid property to the Purchaser for a total consideration of **Rs.** _____**/- (Rupees** _____**) 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/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Pieces and Parcel of land bearing House No. 3564, containing by admeasurement **531.25 Sq.Mtrs.**, bearing City Survey Nos. 2032 and 2033 and Sheet No. (241)/34 of **Mouza – KHAMLA**, situate at behind Somalwar High School, Old Basti Khamla, Nagpur, Tahsil and District – NAGPUR, TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No.** ____ covering a Built-up area of _____ **Sq. Mtrs.** and Balcony area of ____ **Sq. Mtrs**. on the _____**FLOOR**. of a building proposed to be constructed thereon and to be known and styled as **"VITTHAL-SAI ENCLAVE-WING-A"**, situate at Behind Somalwar High School, Old Basti, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the FIRST AND SECOND Schedules hereunder written.

(2) THAT the total Unit price agreed is **Rs.** _____**/- (Rupees** _____**)** Only upon the following terms and conditions. Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner.

i) Rs. _____/- towards cost of Apartment,
ii) Rs. _____/- towards cost of Infrastructure,
iii) Rs. _____/- being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

MANNER OF PAYMENT :

i) Rs. _____/- (_____) Only paid by the Purchaser to the Vendor upto the date of execution of this Agreement.

ii) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs. _____/- (_____)Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs. _____/- (_____)Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendor within ____ days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other

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requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendor against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. _____/- (TOTAL RUPEES _____) ONLY.

The above mentioned total price/consideration excludes Taxes up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

The Purchaser do hereby authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust her/his payments in any manner.

THAT, the Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

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THAT, Time is essence for Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor.

THAT If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

Without prejudice to the right of Vendor to charge interest in terms of sub clause ____ above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. ____ of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

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(3) THAT the Undivided _____ Percent 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 her/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation, She/He has also satisfied herself/himself about the Vendor's 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 be sold subject to the outgoings agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered, the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement 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 shall remain exclusive incharge of the entire development of the proposed building in all respects without any let, hindrance or interference by the Purchaser and the said Building is constructed as per the Rules and Regulations of the Government/Semi-Government in that behalf at present and in case the any Authority may change such norms in future in such event the Vendor shall not bound by the same.

(7) THAT the Vendor shall erect and develop the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Nagpur Improvement Trust, Nagpur and the specifications mentioned in ANNEXURE-A appended thereto. No deviations shall be made in the sanctioned Plan. 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 in advance.

(8) THAT the Vendor has reserved its right to revise the sanctioned plan subject to approval of the Collector, Nagpur /Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess the Apartment No. _____ on the _____ **FLOOR** of the proposed building more particularly described in the Second Schedule hereunder written.

(10) The Vendor shall give possession of the Apartment to the Purchaser on or before _____ day of _____ 20___ but subject however subject to grant of necessary electric and water connections or supply and also subject to the

Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, G.S.T. etc. are paid by the Purchaser in full to the Vendor hereto.

Provided further that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

(11) Procedure for taking possession – The Vendor upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the case may be.

(12) The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy.

(13) THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

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(14) 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, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor 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 hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser 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 the Purchaser to the Vendor.

(15) THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

(16) **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendor the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

(17) THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

(18) If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to

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rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

(19) The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

(20) 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 proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor

THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said Building, the Vendor has executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1206 on 03-03-2016. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(21) THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried 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 Owner or Owners.

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Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Undivided Share in Land) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until handing over the management of the said Building to the Association of Apartment Owners.

(22) THAT the Vendor Party reserve its right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Plot of land is increased or balance at any time in future and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(23) THAT, the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to

the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned above of this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The Vendor hereby represents and warrants to the Purchaser as follows :

i. The Vendor has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

Contd. . .

vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Vendor confirms that Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

(24) The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-

i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

Contd. . .

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Contd. . .

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor within fifteen days of demand by the Vendor y, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor shall bear and pay the 50 % of regular Maintenance Charges payable for such unsold Apartments.

(25) The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(26) Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

(27) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and 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 omission will always be subject to correction by the parties hereto.

(28) After the Vendor executes this Agreement it/he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

(29) **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

(30) **ENTIRE AGREEMENT :** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

Contd. . .

(31) RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

(32) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

(33) SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(34) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area / Share in land of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

(35) FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(36) PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

(37) The Purchaser and/or Vendor shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such Office and admit execution thereof.

Contd. . .

(38) That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

_____ Name of Purchaser

_____ (Purchaser's Address)

Notified Email ID : _____

M/s _____
(Name of Developer / Promoter / Confirming Party name)

_____
(Address of Developer / Promoter / Confirming Party)
Notified Email ID : _____

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

(39) JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

(40) STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

Contd. . .

(41) DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(42) GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

(43) THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Pieces and Parcel of land bearing House No. 3564, containing by admeasurement **531.25 Sq.Mtrs.**, bearing City Survey Nos. 2032 and 2033 and Sheet No. (241)/34 of **Mouza – KHAMLA,** situate at Behind Somalwar High School, Old Basti, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under:-

ON THE EAST	**-**	**PROPERTY OF SHRI. MUNNAJI BHAIYYALALJI NIGOTE.**
ON THE WEST	**-**	**C.S. NO. 2033.**
ON THE NORTH	**-**	**ROAD.**
ON THE SOUTH	**-**	**ROAD.**

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ covering a Built-up area of _____**Sq. Mtrs.** and Balcony area of _____**Sq. Mtrs**. on the _____**FLOOR** of a building proposed to be constructed thereon and to be known and styled as **" VITTHAL- SAI ENCLAVE-WING-A".**

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

WITNESSES :

(1)_____

FOR M/S. ANJALI BUILDERS

(2) _____

(MOHAN RAMRAO GAIKWAD)
Proprietor
As a duly constituted Attorney for
The Vendor abovenamed.
VENDOR

(_____**)**
PURCHASER

FOR M/S. ANJALI BUILDERS,

(MOHAN RAMRAO GAIKWAD)
Proprietor
CONFIRMING PARTY