

AGREEMENT TO SELL

IN RESPECT OF FLAT / APARTMENT No. ON
FLOOR OF THE BUILDING KNOWN AND STYLED AS

"AKSHAY"

Sale Consideration Rs. /-

Market Value Rs. /-

Rate Rs. 20,900/- Per Sq.Mtr.

As per Item No. 36.482/13 on Page No. 869

This AGREEMENT TO SELL is made & executed on this ____ day of July, 2017 at Nagpur by and between.

Mr. Mahendra S/o. Purushottam Tank

(Ir. _h|Đ dëX [wéfm{ËV_ Q>m\$H\$)

Aged about 51 Years, Occupation - Business

R/o. 177, "Radhika Vihar", Queta Colony,

Lakadganj, Nagpur - 440 008.

(PAN - AAZPT 5014 A)

(Aadhaar No. 6290 5895 8497)

(Mobile No. 98 230 56677)

Hereinafter referred to as the **"VENDOR"**, which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **"VENDOR"**, as well as his heirs, legal representatives, executors, administrators, successors, assigns, attornies of the **FIRST PART**;

AND

Hereinafter referred to as the **"PURCHASER/S"**, which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **"PURCHASER/S"**, as well as his/her/their, heirs, legal representatives, executors, administrators, successors and assigns, attornies of the **SECOND PART**;

AND

Where the context so require, words & expression referring to the Parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required includ feminine gender and vice versa.

WHEREAS, Vendor is the sole and absolute owner of all that Piece and Parcel of land bearing **Plot No. 211**, containing by admeasurment **3085.635 Sq.mtrs. (33213.77 Sq.ft.)** & **Plot No. 211-A**, containing by admeasurment **798.180 Sq.mtrs. (8591.60 Sq.ft.)**, total admeasurment **3883.815 Sq.Mtrs. (41805.384 Sq.ft.)** in the sanctioned layout known as "**Namdeo Nagar**", being a portion of the entire land bearing **Survey No. 2-3/1 & 2-3/4** of Mouza - **Chikhali (Deosthan)** having **Mpl. Corporation House No. 1749/211/A+211, Sheet No. 463/13, City Survey No. 1**, situated at - **Ward No.42**, H.B. Nagar, Near Shanti Nagar Ring Road, Chikhali (Deosthan), Nagpur, within the limits of N.M.C. & N.I.T. Nagpur, Sub-Dist. & Dist. Nagpur. (hereinafter referred to as the said property).

BRIEF HISTORY OF THE SAID PROPERTY

INITIALLY, the abovesaid Plot Nos. 211 & 211-A (said property) jointly purchased by the present Vendor & one other by name Mr. Mitesh Mukesh Tank from Mr. Natthuji Namdeo Rokde & Mr. Jagannath Namdeo Rokde through their Power of Attorney Holder - M/s. Hindusthan Builders through one of its Partner by name - Mr. Sunil Balwantrao Govardhan & Confirming Party (in Previous Deed) by name - M/s. Hindusthan Builders through its Partner - Mr. Arun Balwantrao Choudhari & Shikshak Sahakari Bank Ltd. through its Authorised Officer Mr. Shrikant Vasantrao Tol by virtue of Registered Sale Deed dtd. 17.01.2011, which is duly registered before the Jt. Sub-Registrar, Nagpur-3 in Book No.1 at Sr.No. 429/2011.

LATTERON, one of the Co-Owner of the said property by name - Mr. Mitesh Mukesh Tank has gifted his undivided share of the abovesaid plot of land (said property) in favour of the present Vendor by virtue of registered Gift Deed dtd. 11.02.2014, which is duly registered before the Jt. Sub-Registrar, Nagpur-6 in Book No.1 at Sr.No. 806/2014.

As a result the present Vendor now become the sole, absolute, exclusive & full owner of the said property with heritable & transferable right therein.

Thereafter, the **VENDOR** named above decided to develop the said property by constructing a multi-storied building on the said plot of land and hence the **VENDOR** has thereafter announced and launched a scheme of

development of the said property described above, whereunder a new multi-storied building is being constructed on the said plot of land. The new building will contain several independent residential apartments/units which will be sold in due course to the public.

The new building project is named as "**AKSHAY**", scheme and the **VENDOR** has already obtained the Nagpur Municipal Corporation's sanction to the plans for this project, vide its **Building Permit No. 44/BP/Chikhali (Deosthan) TP / NMC / 208, Dated 21.07.2014.**

WHEREAS, for the purpose of giving fully and clear title to the purchaser/s, the Vendor has submitted the said plot of land alongwith the construction thereon known and styled as "**AKSHAY**" to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dtd. 22/12/2014, which is duly registered before the Jt. Sub-Registrar, Nagpur-6 in Book No.1 at Sr.No. 6451/2014.

WHEREAS, the Vendor has decided to develop the said Plot of land into a Residential / Commercial Estate by Constructing a Multistoried Building thereon consisting various self contained separate apartment and units therein.

WHEREAS, the said scheme on the said Land / Plot along with the undivided Proportionate share in the said Land / Plot of which the Vendor & the Purchaser/s is/are also agree on the terms and conditions described hereunder.

WHEREAS, after detailed negotiations between the parties hereto the Vendor has agreed to sell and the Purchaser/s, has agreed to purchase the property specified in the "**SCHEDULE - B**" hereunder written on the terms and conditions as mentioned hereunder.

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

- 1) That the Vendor will sell and Purchaser/s will purchase the undivided share of land and interest relatable to the net Builtup area of the said Apartment / Unit for a valuable consideration detailed in the Schedule of payment appearing hereinafter, wherein the manner of mode of payment are

detained in the said plot of land and the property more particularly described in the "**SCHEDULE - B**" hereunder written.

- 2) That inclusive of the total consideration for the transfer of the said undivided share and interest in the said Land / Plot, but exclusive of the deposits and charges for the installation of electric and charges for the installation of electric and water meters.
- 3) The cost of the said Apartment / Unit of the proposed building so agreed above is estimated at **Rs. /- (Rupees)** which the Purchaser/s has/have agreed to pay to the Vendor in the following manner.

SCHEDULE OF PAYMENTS

Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendor by way of _____ on _____ at the time of booking.

Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendor by way of _____ on _____.

The Vendor hereby acknowledge the receipt of the abovesaid payments made by the purchaser/s. The Purchaser/s has/have further agreed to pay the balance amount as per the abovesaid schedule of payment.

- 4) It is agreed that all taxes, revenues, cesses will be borne by Purchaser/s along with other Flat / Apartment / Unit Owners jointly and proportionality from the date of the handing over possession of said apartment / unit.
- 5) THAT, in the case of default by the Purchaser/s in making the payment of any of the above installments including the purchaser/s failing to secure the financial assistance from the financial Bank's/ Institution's for any reasons whatsoever the Vendor may in it's absolute discretion and on written request from the purchaser/s grant a grace of maximum thirty days only subject to the Purchaser/s paying an interest at the rate of 24 percent on the defaulted amount from the date of default till the date of actual payment thereof, along with an amount of Rs.50,000/- (Rupees Fifty Thousand only) in one lump sum towards penalty.

- 6) THAT, it is also specifically agreed by the Purchaser/s that the schedule of payment as stipulated in above para's is the essence of the contract. Naturally, therefore this agreement shall automatically stand terminated / cancelled immediately on the next day of the date of expiration of the grace period if any granted by the Vendor in writing. The Vendor shall then have the full right, authority and liberty to allot or sell the said Apartment / Unit chosen by the purchaser/s to any other intended purchaser/s and the amount paid till that day by him/her/them shall be refunded by the Vendor to the Purchaser/s without any interest. However, the purchaser/s shall not be entitled to claim the refund; until the said Apartment / Unit is sold or agreed to be sold by the Vendor to any other person or persons and due consideration is received by the Vendor from the new prospective buyer.
- 7) THAT, it is specifically agreed by the purchaser/s that he / she / they shall not have any right or authority to transfer by way of sale the apartment / unit chosen by him / her / them as mentioned in the schedule to any other party before the execution of Sale Deed in his/her/their favour unless and untill the complete consideration amount is paid by the Purchaser/s or unless and until the written permission is obtained from the Vendor.
- 8) THAT, the PURCHASER/S has/have perused, verified and inspected all relevant deeds, documents as to right, title and authority of the Vendor and also understood, seen and approved the specifications appended hereto and forming the part of this agreement. He / She / They also has / have personally seen and verified the spot, site, structure, complex etc. The PURCHASER/S is/are full satisfied with the right, title and authority of Vendor as well as the condition, type, user and specifications of the said property and after being so satisfied, the PURCHASER/S has/have agreed to purchase it. A copy of all documents including the specifications, design, plan etc. has been furnished and handed over to the PURCHASER/S and he / she / they acknowledge/s the same. Hereinafter, it shall not be open for the PURCHASER/S to question the rights, title and / or authority of the Vendor before any forum or to make any claim in respect therefore, nor shall PURCHASER/S make any claim, complaint or objection as to the user, situation, and construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER/S understands, agree

and confirm that the specifications, facilities and amenities in the said proposed building are as per his/her/their wishes and desires to the full satisfaction of PURCHASER/S in all respects.

- 9) THAT, the possession of the Vendor over the said piece and parcel of the land shall remain unimpeded till the entire building is constructed thereon and completed in all respects and the Apartments / units therein are made available for occupation and delivered to the respective buyers including the Purchaser/s.
- 10) THAT, the Vendor shall be exclusively in charge of the construction of the proposed building including that of the apartment / unit Chosen by Purchaser/s till the handing over the possession of the flat / apartment / unit to the Purchaser/s in all respects without any let or hindrance or interference by Purchaser/s or any other person and under no circumstances the Purchaser/s shall employ or enter in to any building contract of his/her/their apartment / unit with any engineer/ architect/building contractor or any other supervisory agency and such contract / sub contract if made by the purchaser/s shall be void and not at all binding upon the Vendor.
- 11) THAT, the Purchaser/s shall not object to the activity of construction of the said scheme namenly **"AKSHAY"** even after the possession of the premises purchased by him/her/ them is/are delivered, on any ground including that of nuisance.
- 12) The Purchaser/s agree/s to pay the charges of installation of Electric meter and water meter for his / her / their Apartment / Unit shared as per the demand of the M.S.E.B., N.M.C. and N.I.T. Separately apart from the consideration amount.
- 13) The purchaser/s and/or his/her/their successors in titles shall from time to time perform all the stipulations and conditions as may be levied by the Association of Flat / Apartment / Unit ownes regarding the occupation and use of the building of the Flat / Apartment / Unit therein and shall pay and contribute regularly maintenance charges as decided by the Association of Apartment / Unit owners which will be increased as per the convenience and welfare of the Association. If the flat / apartment / unit owner defaults

in paying maintenance charges for three consecutive months then after due notice action can be taken against the default members by the said association by way of disconnecting the water supply and the electricity.

- 14) THAT, all taxes, revenues ceses, ground rent, etc. as may be assessed and or levied over the said property shall be borne by Purchaser/s jointly along with other prospective buyers from the date of handing over possession to him/her/them.
- 15) It is agreed that any tax which may be payable and or assessed as per the provisions of the Maharashtra Sales Tax on the transfer of Property in goods involved in the execution of the works contract Act. 1985 shall be borne and agreed to be paid by the Purchaser/s over and above the agreed contract rate. The Service Tax/GST, VAT, Taxes on works contracts and all other Taxes & expenses levied by the Govt. shall be borne and paid by the purchaser/s for Apartment / Unit chosen by him / her / their.
- 16) THAT, the Purchaser/s undertakes and agrees that he/she/they will not dismantle or make any alteration in his/her/their apartment / unit which will cause inconvenience to the other apartment / unit owners in the building and that too in contravention with the sanctioned building plan. In case the purchaser/s makes any kind of alterations or additions in contravention with the sanction plans he/she/they shall be solely held liable and responsible for the same and it will be his/her/their responsibility to get the same sanctioned from the concerned sanctioning authority.
- 17) THAT, if the Purchaser/s desires to carryout any alterations or additional items of work to be done in the chosen premises, then he/she/they shall intimate the Vendor in writing three months from the date of this Agreement. the alteration so desired shall be as per prevailing building rules and permissible within structural and architectural limitations and shall be treated as additional amount of expenses to carryout such extra work as per Vendor, the cost thereof shall be borne and paid by the PURCHASER/S individually in addition to the consideration agreed as above. The Vendor reserves the right to accept or refuse partly or wholly any alterations or additions as may be desired by the purchaser/s. The

decision of the Vendor in this matter shall be final and binding on the Purchaser/s.

- 18) THAT, the right of the Vendor to utilize the increased FSI in future is absolute and he / they reserves the same as agreed.
- 19) THAT, the Purchaser/s shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the complex / Apartments even if the F.S.I. relating to the said Plot of land is increased at any subsequent date due to any reason whatsoever, it shall be the sole and exclusive right of Vendor to consume and utilize such enhanced F.S.I. without being required to pay any compensation either to the Association of Apartment / Unit Owners jointly or severally any, under any nomenclature whatsoever. The parties also understands hereto, that the Terrace which would be formed in the proposed APARTMENT / COMPLEX Scheme, shall always belong to the Vendor.
- 20) THAT, once the Possession of Apartment / Units is delivered to the Purchaser/s it will be the exclusive responsibility of the Purchaser/s to maintain it jointly with the other prospective buyers of other apartments / units in the said building.
- 21) THAT, the Vendor shall complete the said unit and make the said unit available for the Occupation to the Purchaser/s within a Period of **18 months** from the date here of subject only to Vis-Major and Government Policies and availability of the construction materials in the open market, provided that the Purchaser/s has/have followed the payment schedule strictly. The completion of Apartment / Unit shall mean the completion of Civil Work and SHALL NOT include the Electricity and water Connections to be given by the respective Authorities and also the work kept unfinished on the requisition of the Purchaser/s for facilitating him/her/them to do the furnishing or any other work, which is not specified in this Agreement.

That, during the period of building construction, Purchaser/s may, with due intimation to the Vendor may come to building, for inspecting the site / building plans etc, if available on site.

- 22) 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 Purchaser/s separately or jointly with any other apartment / unit owners in the said building / scheme.

- 23) THAT, the Construction cost of the said apartment / unit is estimated on the basis of the specifications and the basic rates.
- 24) THAT, the Purchaser/s understands that the proposed Construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications mentioned. It is understood by the Purchaser/s that any shortcomings inherent to the heterogeneous nature of Construction like those due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects. Further it is agreed by the Purchaser/s that on account of practical constraints there will be made an allowance of 5% variation on either side in dimension shown in sanctioned Plan or mentioned in the Agreement and no compensation shall be given to the Purchaser/s for such variation.

It is understood and agreed by the Purchaser/s that due to heterogeneous nature of Construction and Construction joints between masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if all occurs will be borne and paid by the Purchaser/s separately. It is also understood and agreed by the Purchaser/s that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage / Seepage through time if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Purchaser/s.

- 25) THAT, the Vendor shall not be liable to pay any compensation to make good if any defect in proprietary items used in the Construction of the said Apartment / Unit and proper claim regarding, this, shall directly be made by the Purchaser/s to the manufacturer of such item keeping Vendor indemnified.
- 26) THAT, the Purchaser/s shall when called upon by Vendor sign and execute all documents and instruments pertaining to the said building and apartment Chosen by him / her / them.

- 27) THAT, until all empty space index of density of the said plot is not fully consumed the Vendor will be entitled to carryout additional construction without interruption or hindrances from / by the Purchaser/s. In case of any-rise in floor space index of plot is given by the competent authority the Vendor shall have exclusive right to sell or allot the additional construction to any person of his/their choice. In that event also the Purchaser/s would not be entitled to claim any amount from the Vendor for the proposed construction due to increase in F.S.I. The Vendor would solely be entitled to sell the said Flat / Apartment / Unit and to appropriate the sale proceeds.
- 28) THAT, in the event of the Purchaser/s committing breach of any of the terms and conditions herein contained, this agreement shall IPSOFACTO come to an end and the amounts contributed by him/her/them towards the cost of construction shall be refunded to him/her/them by the Vendor as mentioned in above para's hereinabove mentioned after deducting there from a sum equal of 25 percent of the amount paid by him/her/them till that date for the construction of the apartment / unit chosen by him/her/them by way of liquidated damages and in such event the Vendor will have full liberty to resale the apartment / unit to any other person.
- 29) THAT, the Purchaser/s shall not be entitled to claim and the Vendor shall not deliver the possession to the purchaser/s of the Apartment / Unit chosen by him/her/them unless the entire sale price as herein above agreed to is full paid by him/her/them to the Vendor in full and final settlement. Hence, possession of duly completed Apartment / Unit shall be handed over simultaneously with the payment of the balance amount.
- 30) THAT, the Purchaser/s shall inspect and only after satisfying himself/herself / themselves in all respect as regards the apartment / unit chosen by him/her/ them take possession and give a possession letter. It is also agreed by the purchaser/s that once the possession of the said apartment / unit is taken by him/her/them. He/She/They shall loose every right to obtain or complaint about anytining in any manner whatsoever as regards the apartments / units chosen by him/her/them.
- 31) The Purchaser/s understand that the super built-up area of Apartment / unit 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 which Apartment / Flat / Unit under sale with share in common areas, services etc.

- 32) THAT, the description of the said Apartment / Flat / Unit 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 Purchaser/s will not have any right to claim any compensation for such correction.
- 33) THAT, in case any Hoarding, Neon Signs or Tower of any company is installed on the terrace or on any portion of the property as mentioned in the schedule or any revenue is earned in such like manner then the Vendor shall have the sole rights and authority to appropriate the profits therefrom and the purchaser/s shall not have any right to claim any share in the profit therein. The purchaser/s shall also have No-Objection for the display of the same. After formation of the society by the apartment / flat / unit owners the society shall have the sole rights and authority to get 20% profits from the Developer.
- 34) THAT, All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been delivered and served if sent to Purchaser/s by registered post at his/her/their addressed specified below.

THAT, the Purchaser/s undertakes to notify in writing any change in his/her/their above address to the Vendor.

- 35) THAT, the Purchaser/s shall bear charges of modification to the Apartment / Unit chosen by the Purchaser/s, but if such changes or modification shall tantamount to deviation from the Plan, then in such event Purchaser/s shall alone be responsible for any action, penalty, or compounding fee taken / Imposed / levied by the Competent Authority and he/she/they shall always keep the Vendor indemnified against the same.
- 36) THAT, the Purchaser/s is / are further known that no member of the Schemes shall obstruct the worker, technicians, observers or Engineers to

have access to the said Apartment / Unit from time to time during reasonable hours as may be necessary for repairs, maintenance and replacement etc. in the common areas and facilities therein or damages to the common areas and facilities or to other Apartment / Unit Owners and if in future if there is any increase in the F.S.I. no other than the Vendor shall have the right over the increased F.S.I. and other Flat / Apartment / Unit Owners shall not claim any right of interest over the increased F.S.I. and Existing terrace.

- 37) THAT, all expenses on account of preparation of this agreement printing charges payment of stamp duty, registration fees and advodate fees etc. payable thereon have been agreed to be borne and paid by Purchaser/s.
- 38) THIS Agreement is subject to jurisdiction of the Competent Court at Nagpur.

SCHEDULE - "A" REFERRED TO ABOVE

ALL THAT piece and parcel of land bearing **Plot No. 211**, containing by admeasurment **3085.635 Sq.mtrs. (33213.77 Sq.ft.)** & **Plot No. 211-A**, containing by admeasurment **798.180 Sq.mtrs. (8591.60 Sq.ft.)**, total admeasurment **3883.815 Sq.Mtrs. (41805.384 Sq.ft.)** in the sanctioned layout known as "**Namdeo Nagar**", being a portion of the entire land bearing **Survey No. 2-3/1 & 2-3/4** of **Mouza - Chikhali (Deosthan)** having **Mpl. Corporation House No. 1749/211/A+211, Sheet No. 463/13, City Survey No. 1**, situated at - **Ward No.42**, H.B. Nagar, Near Shanti Nagar Ring Road, Chikhali (Deosthan), Nagpur, within the limits of N.M.C. & N.I.T. Nagpur, Sub-Dist. & Dist. Nagpur and it is bounded as under.

On the East - 36.00 Mtr. Wide Road.
On the West - Open Land for Primary School.
On the North - Nallah
On the South- 18.00 Mtr. Wide Road.

SCHEDULE - 'B' REFERRED TO ABOVE

The **1.10% + 1.10%** Total **2.20%** Undivided share and interest related to the F.A.R. (FSI) in all that piece and parcel of the land of the property mentioned and described in Schedule "A".

WITH

All that R.C.C. Super structure comprising

IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this Agreement to Sell before the following attesting witnesses the day & Year on the first abovementioned.

WITNESSES :

1)

Name :

Age : ____ yrs., Occu. _____

Add. :

2)

Name :

Age : ____ yrs., Occu. _____

Add. :