AGREEMENT TO SELL

FOR Rs. ONLY

(RUPEES ONLY)

GOVT. MARKET VALUE Rs. ONLY

[Stamp Duty paid @ Rs. 29,290/- Sq. Mtrs., as per City Survey No. 17, Sheet No. 22 of Mouza – Borgaon, appearing at Page No. 448 as Item No. 14.250/ B of the Govt. Stamp Duty Ready Reckoner, 2017 - 18]

This "**AGREEMENT TO SELL**" is executed at **NAGPUR** on this _____ **DAY** of **_____, 2018, BETWEEN**

SHRI. RAMESH S/o. SHIVDAS GWALBANSHI, Aged about 52 years, Occupation – Business, Resident of Bhupesh Nagar, Borgaon, Nagpur – 440 013, Tahsil and District Nagpur, Acting through his duly constituted Attorneys **SHRI. KUMAR S/o. MUKUND TRIVEDI,** Aged about 36 years, Occupation – Business, Resident of 49, Nandodaya Apartment, Gokulpeth, Nagpur – 440 010, Tahsil and District Nagpur, authorized Partner of "**M/s. N. K. ASSOCIATES" [P. A. No. AALFN3334P]** a Partnership Firm, having its Registered Office at Ajani Square, Bhawani Chambers, Wardha Road, Nagpur, hereinafter called the **"VENDOR**" which expression shall, unless repugnant to the context or meaning thereof always mean and include the said **"Vendor Firm"** as well as its partner, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

MRS. _____, [P. A. No. _____] Aged about _____ years, Occupation – _____, Resident of _____ Nagpur – 440 0___, Tahsil and District Nagpur, hereinafter called as the **"PURCHASER"** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"Purchaser",** as well as his/her respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

"**M/s. N. K. ASSOCIATES" [P. A. No. AALFN3334P]** a Partnership Firm, having its Registered Office at Ajani Square, Bhawani Chambers, Wardha Road, Nagpur, Nagpur, acting through its Authorized PARTNER, **SHRI. KUMAR S/o. MUKUND TRIVEDI,** Aged about 51 years, Occupation – Business, Resident of 49, Nandodaya Apartment, Gokulpeth, Nagpur – 440 010, Tahsil and District Nagpur, hereinafter called the **"DEVELOPER"** which expression shall, unless repugnant to the context or meaning thereof always mean and include the said **Developer Firm** its Partners, their legal representatives, executors, administrators, successors, agents and assigns of the **THIRD PART.**

WHEREAS the above named Vendor is sole and absolute owner and in possession thereof with all heritable and transferable rights therein of **ALL THAT** piece and parcel of Malik Maqbuza land bearing **Plot No. 126** (One-Two-Six), total containing by admeasurement **786.98 Sq. Mtrs.,** (as per Release Letter of NIT) (806.94 Sq. Mtrs., as per Sale Deed) forming a portion of entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – BORGAON**, bearing **Sheet No. 22** and **City Survey No. 17**, bearing **Municipal Corporation House No. 808/C/126** in **Ward No. 62**, in the layout of "**Gokul Housing Society, Nagpur**" situated at **Gokul Society, Borgaon**, **Nagpur**, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust in **Tahsil** and **District - Nagpur**, which is more particularly described in the schedule of property hereunder written. (which is more particularly described in **Schedule** – "**A**" hereunder written. (Herein afterwards referred as the "**Project Land**" for sake of brevity and convenience).; **AND**

WHEREAS originally the entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – BORGAON**, **Tahsil** and **District – Nagpur** belonged to "**Gokul Housing Society, Nagpur**" a Co-operative Society duly registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, bearing Registration No. N.G.P. /818/989, having its Registered Office at Nagpur. Whereas later on the above named "**Gokul Housing Society, Nagpur**" Nagpur developed the aforesaid land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – BORGAON**, into a residential layout by laying / carving various plots of different dimensions therein.; **AND**

WHEREAS lateron out of various plots laid / carved by the above named Society in aforesaid land, the present Vendor, **Shri. Ramesh S/o. Shivdas Gwalbanshi** by an Agreement to Sell Dated 26.09.1997 agreed to purchase the aforesaid **Plot No. 126** which was originally admeasuring about 806.9980 Sq. Mtrs., from "**Gokul Housing Society, Nagpur**" acting through its then *Secretary*, **Shri. Rajesh Chunnilal Gwalbanshi; AND**

WHEREAS lateron present Vendor, **Shri. Ramesh S/o. Shivdas Gwalbanshi** Impounded the aforesaid Agreement to Sell Dated 26.09.1997 and has paid deficit Stamp Duty togetherwith penalty on the said Agreement vide Ch. No. 31132 on Dated 23.12.2004 and the Collector of Stamp, Nagpur, certified that the said Agreement is duly stamped by issued certificate to that effect on 30.10.2004. Lateron a Deed of Confirmation in respect of aforesaid Agreement to Sell Dated 26.09.1997 is duly registered in the office of Sub-Registrar, Nagpur No. 8 at Serial No. 2275 / 2005 on Dated 07.07.2005.; **AND**

WHEREAS lateron in confirmation to the Agreement to Sell Dated 26.09.1997 and Deed of Confirmation Dated 07.07.2005 the aforesaid "**Gokul Housing Society, Nagpur**" acting through its then *Secretary*, **Shri. Shri. Rajesh Chunnilal Gwalbanshi**, Resident of Nagpur, finally transfer the aforesaid Plot No. 126 in favour of the present Vendor, **Shri. Ramesh S/o. Shivdas Gwalbanshi** purchased the aforesaid **Plot No. 126** by virtue of a "**Sale Deed**" which is duly registered Addl. Book No. 1, at **Serial No. 3574/2012** on dated **25-05-2012** in the office of **Sub - Registrar No. 8**, **Nagpur**. ; **AND**

WHEREAS pursuant to aforesaid Sale Deed dated **25-05-2012**, **Shri. Ramesh S/o. Shivdas Gwalbanshi** (the present Vendor) became sole and absolute legal owner of the aforesaid Plot with all heritable and transferable rights. ; **AND**

WHEREAS subsequently the Vendor **Shri. Ramesh S/o. Shivdas Gwalbanshi** by way of registered Agreement for Development Dated 22.12.2014 assigned all right title and interest along with the possession of the aforesaid Plot No. 126 to the above named Developer, **M/s. N. K. Associates,** represented by and acting through its Partners **(1) Shri. Nitin S/o. Nilkanth Patil &** (**2) Shri. Kumar S/o. Mukund Trivedi,** the said Agreement for Development is duly registered in the Office of Sub-Registrar - 3 Nagpur, at Serial No. 8210/2014 and the appropriate Stamp Duty and Registration Charges is paid on the said Deed as per Bombay Stamp Act., ; **AND**

WHEREAS in confirmation of the said Agreement for Development Dated 22-12-201 registered in the Office of Sub-Registrar - 3 Nagpur, at Serial No. 8210/2014, the **Vendor :- Shri. Ramesh S/o. Shivdas Gwalbanshi** appointed and constituted (1) Shri. Nitin S/o. Nilkanth Patil & (2) Shri. Kumar S/o. Mukund Trivedi, authorized Partners of **M/s. N. K. Associates** as his true and lawful Power of Attorney to carry out various administrative and legal formalities by executing deeds of **"Irrevocable General Power of Attorney**" in their favour and the same is duly registered at **Serial No. 8211/2014** on dated **22-12-2014** in the office of **Sub-Registrar No. 3**, **Nagpur; AND**

WHEREAS in course of time, the entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – Borgaon**, **Tahsil** & **District** – **Nagpur** came under N.I.T.'s **Regularization Scheme** of unauthorized **1900 layouts** of Nagpur city. That taking advantage of the said scheme, the Vendor **Shri. Ramesh S/o. Shivdas Gwalbanshi** and the aforesaid Developer paid initial **Deposit** of **Rs. 1000/-** to **N.I.T.** and as per Demand issued by the N.I.T. he has paid entire **Regularization charges** amounting to **Rs. 4,98,847/-** on **02-03-2015** for regularizing the said **Plot No. 126**, total containing by admeasurement **786.9840 Sq. Mtrs.,** to the N.I.T. Subsequently the **Nagpur Improvement Trust** regularized the aforesaid **Plot No. 126** under the "**Maharashtra Gunthewari Developments** (Regulation, Upgradation & Control) **Act**, **2001**" vide its **Release Letter** / **Permit No. 45**, dated **13-04-2015**; **AND**

WHEREAS in the process of Regularization of the aforesaid Plot No. 126 which was originally admeasuring 806.99 Sq. Mtrs., some area has been reduce / deducted by the Nagpur Improvement Trust, and the Nagpur Improvement Trust accordingly regularized the aforesaid Plot No. 126 to the area admeasurement **786.9840 Sq. Mtrs.,; AND**

WHEREAS by the aforesaid **Agreement for Development** Dated 22-12-2014 and by virtue of aforesaid **"Irrevocable General Power of Attorney**" dated **22-12-2014**, the Vendor had specifically authorised the Developer to dispose of or transfer the aforesaid property or any part thereof in favour of any prospective buyer/s who may be nominated by them.; **AND**

WHEREAS in terms of the **Agreement for Development** and **"Irrevocable General Power of Attorney**" dated **22-12-2014**, the Developer has paid the entire consideration to the Vendor and the Vendor has nothing to receive any amount from the Developer.; **AND**

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

WHEREAS now the above named Vendor / Developer / Promoter has decided to develop the said Project Land in to a **Residential Estate** by constructing a multistoried Residential Apartment scheme thereon, consisting of various self contained separate Apartments and it prepared **Building Plan** of the proposed Residential Apartment scheme, to be known and styled as "**Green View Residency**" and the said **Building Plan** is sanctioned by the **Building Engineer (W)** of the **Nagpur Improvement Trust** vide its **Building Permit No. B. E. (WEST) / CASE NO. AB4442** / **TRACKING NO. 20170303116 / 9551 / 734**, dated **05-04-2017**.

WHEREAS the **Vendor** through the aforesaid Developer/Promoter has dedicated the entire **Residential Apartment Scheme**, to be known and styled as "**Green View Residency**" to the provisions of **Maharashtra Apartment Ownership Act**, **1970** by registering **a Deed of Declaration** under **Section 2** of the said Act, which is registered at **Serial No**. **3840/2017** on **22-06-2017** in the office of **Sub -Registrar No**. **1**, **Nagpur**. The said project will be governed by provisions of the Maharashtra Apartment Ownership Act, 1970 and all restrictive covenants and byelaws appended thereto, as stipulated in the Deed of Declaration as well as the provisions of the Maharashtra his successors in title.

WHEREAS the Vendor & Developer/Promoter hereby states and declares that there are no impediments attached to the said project land and that there are no tenants or illegal encroachments on the said Project Land and that the Vendor & Developer has clear possession over the project land. The

project land is freehold property and for establishing title, presently no separate permission is required to be obtained from the Government or any other Statutory Authority.

WHEREAS the Vendor & Developer/Promoter is in possession of the project land and it is entitled and enjoined upon to construct building/s on the project land in accordance with recitals hereinabove.

WHEREAS the Vendor & Developer/Promoter has proposed to construct upon the project land, 1 (One) Building, having Ground Floor for Parking and First, Second, Third & Fourth Floors with each Floor comprising 4 (Four) self contained separate Residential Apartments therein in accordance with the Building Plan, Design and Specifications approved by the Nagpur Municipal Corporation and as may be further modified and approved from time to time in future, provided that before modifying / altering any change in the Building Plan, Design and Specifications, the Vendor & Developer/Promoter shall obtain prior consent in writing from the Purchaser pertaining to such modifications / alterations, which may adversely affect the nature and structure of Apartment of the Purchaser, except any alteration or addition required by the Nagpur Municipal Corporation and / or Government Departments or Statutory Authorities or due to change in any law or regulations.

WHEREAS, the Vendor & Developer/Promoter has sole and exclusive rights to sell Apartments in the building proposed to be constructed by the Vendor & Developer/Promoter on the project land together with variable, proportionate, undivided, share and interest in the project land and to enter into Agreement/s – Sale Deed/s – Conveyance Deed/s with the prospective Purchaser/s of Apartments to receive the sales consideration in respect thereof.

WHEREAS the **Purchaser** has expressed his desire and willingness to purchase Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**. [**Built Up Area** – **_____ Sq**. **Mtrs**.], situated on the **_____ Floor** in the proposed "**Green View Residency**" building from the Vendor / Promoter.

WHEREAS on demand from the Purchaser, the Vendor & Developer/Promoter has given inspection to the Purchaser of all documents of title relating to the project land and plans, designs and specifications prepared by the Vendor & Developer/Promoter's above named Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder.

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchaser has thoroughly and carefully perused all original Title Deeds & Documents, Building Plan, Requisite Permissions, Clearances, Certificates, etc., and Specifications of the said Project disclosed by the Vendor & Developer/Promoter and satisfied himself about title of the Vendor & Developer/Promoter to the said property and / or its right and authority to sell the same on ownership basis. The Purchaser hereby affirms and confirms that the Vendor & Developer/Promoter has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and the Purchaser has no further or any other information nor disclosure required from the Vendor & Developer/Promoter before booking and purchasing the said Apartment.

WHEREAS the authenticated copies of Certificate of Title issued by an Advocate or the Attorney at Law of the Vendor & Developer/Promoter, authenticated copies of City Survey Property Card and other relevant Revenue Records showing nature of the title of the Vendor / Promoter to the project land on which the building is proposed to be constructed have been annexed hereto and marked as **Annexure** - "**A**" and **Annexure** – "**B**", respectively.

WHEREAS the authenticated copies of **Building Plan** according to which the construction of the Building will be done by the Vendor & Developer/Promoter and Specifications of the Apartment that will be provided by the Vendor & Developer/Promoter has been annexed hereto and marked as **Annexure** – "**C**" and **Annexure** – "**D**", respectively.

WHEREAS the Vendor & Developer/Promoter has got approvals from Nagpur Municipal Corporation of the Building Plan, Elevations, Sections, Specifications of the proposed Building and shall obtain the balance approvals from various Statutory Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor & Developer/Promoter 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 shall be granted by the Nagpur Municipal Corporation.

WHEREAS the Vendor & Developer/Promoter has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan.

WHEREAS, the Vendor & Developer/Promoter has registered the proposed project under provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said "Act") with the Maharashtra Real Estate Regulatory Authority at Mumbai had holds MahaRERA Registration No. _____.

WHEREAS under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Vendor & Developer/Promoter is required to execute a written Agreement to Sell of said Apartment with the Purchaser for the sale of the said Apartment and therefore, Vendor & Developer/Promoter and the Purchaser are executing this Agreement to Sell as a compliance thereof and they shall also register this Agreement to Sell under Registration Act, 1908 before competent Sub - Registrar Office at Nagpur (Urban), within time limit prescribed under the Registration Act.

WHEREAS the Vendor, Developer/Promoter and the Purchaser are relying on confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws and are now willing to execute / register this Agreement to Sell in accordance with the terms and conditions set out in this Agreement to Sell and as mutually agreed upon by and between the Vendor, Developer/Promoter and the Purchaser, the Vendor, Developer/Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment upon terms and conditions appearing herein under.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

i) **THAT** in lieu of total sales consideration amount of **Rs**. _____/- (**Rupees** _____ **only**) agreed to be paid by the **Purchaser** to the **Developer/Promoter** as per **Schedule** - "**E**" of **Manner of Payment** appearing hereunder, the Vendor / Developer/Promoter agrees to sell and the Purchaser agrees to buy **ALL THAT** variable, proportionate, undivided **6.568** % share and interest in all that piece and parcel of **Malik** – **Makbuza land** bearing **Plot No. 126** (One-Two-Six), total containing by admeasurement as per Nagpur Improvement Trust Release Letter **786.98 Sq. Mtrs., (as per Sale Deed 806.94 Sq. Mtrs.,)** forming a portion of entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – BORGAON**, bearing

Sheet No. 22 and **City Survey No. 17**, TOGETHERWITH the entire R.C.C. superstructure Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**. [**Built Up Area** – **_____ Sq**. **Mtrs**.], situated on the **_____ Floor** in the building proposed to be constructed thereon, known and styled as **"Green View Residency"** bearing **Municipal Corporation House No. 808/C/126,** situated at **Gokul Society, Borgaon**, **Nagpur** within the local limits of Nagpur Municipal Corporation, **Ward No. 62**, in Tahsil and District – **NAGPUR,**, which is more particularly described in Schedule – "A" & "B" of property hereunder.

ii) **THAT** the Purchaser hereby agrees to purchase from the Vendor and the Developer/Promoter and the Vendor and the Developer/Promoter hereby agrees to sell to the Purchaser, a separate and independent **Garage No**. **Nil**, having **Built Up Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil**/-.

iii) The Purchaser hereby agrees to purchase from the the Vendor and the Developer/Promoter and the the Vendor and the Developer/Promoter hereby agrees to sell to the Purchaser, a separate and independent **Covered Parking Space No**. **Nil**, having **Floor Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil** /-.

iv) The **Total Aggregate Consideration Amount** for the said **Apartment** including **Maintenance charges** of **Rs**. **_____**/- and **M**.**S**.**E**.**B**. & **Water Meter charges** of **Rs**. **_____**/- INCLUDING **Rs**. **_____**/- towards prevailing **Goods** & **Services Tax** (**G**.**S**.**T**.) levied and payable @ **12**% is **Rs**. **_____**/- (**Rupees _____ only**).

SCHEDULE – "E"

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 10 % of total sales consideration amount] paid by the **Purchaser** to the **Developer**/**Promoter** towards **application fee** / **advance payment** / **earnest money** in lieu of purchasing the said **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. **_____**, dated **_____**, drawn on / through **_____**, **_____ Branch**, **Nagpur**, the receipt whereof is hereby acknowledged by the **Developer**/**Promoter** .

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 20% of total sales consideration amount] paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. **_____**, dated **_____**, drawn on / through **_____**, **_____ Branch**, **Nagpur** at the time of execution / registration of this **Agreement to Sell**, the receipt whereof is hereby acknowledged by the **Developer**/**Promoter** .

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 15% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Plinth** of **Wing** or **Building** or on or before **_____**,

which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **First Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Second Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Third Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Fourth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Fifth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Walls**, **Internal Plaster**, **Floorings**, **Doors** and **Windows** of the said **Apartment** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Staircases**, **Lobbies**, **Lifts** upto **Floor Level** of the said **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **External Plaster**, **External Elevation**, **External Waterproofing** of the said **Apartment** and **Overhead Water Tank**, **Well**, **Water Supply**, **Terrace** in **Wing or Building** where the said **Apartment** is located or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 10% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Sanitary Fittings**, **Plumbing Fittings**, **Electrical Fittings**, **Electro**, **Mechanical**, **Environment Requirements**, **Entrance**, **Lobby's**, **Paving of Areas** and all other requirements of the sai**d Apartment** and **Wing** or **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Developer**/**Promoter** towards **full** & **final sales consideration amount** at the time of handing over **Possession of the said Apartment** to the **Purchaser** or on or after receipt of **Occupancy** / **Completion Certificate** or on the day of registration of **Sale Deed**, which ever happens earlier. The tentative time stipulated and agreed for completion of the said Project and registration of Sale Deed has been agreed on or before _____ (_____), subject to terms and conditions appearing hereunder in this Agreement to Sell.

_____

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

THAT THE VENDOR / PROMOTER AND THE PURCHASER DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:-

1. **THAT** the Vendor hereby affirms and confirms that the property hereby agreed to be sold to the Purchaser is its self acquired and self owned property, belonging to him alone and it further affirms and confirms that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said property or part thereof.

2. **THAT** the Vendor / Promoter hereby affirms and confirms that it has legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser and it has absolute legal right and full authority to convey, assign and transfer the said property through this agreement to the Purchaser at a future date.

3. **THAT** the the Vendor and the Developer/Promoter hereby affirms and confirms that the property hereby agreed to be sold is not impeded in any manner, whatsoever, which creates or may cause any legitimate defect in ownership and title of the Vendor / Promoter and which legally prohibits

the Vendor / Promoter to convey, assign and transfer the said property by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said property, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, attachment, auction, recovery proceedings, criminal proceedings or in any other manner.

4. **THAT** the Vendor and the Developer/Promoter hereby affirms and confirms that prior to execution / registration of this Agreement to Sell, it has not signed, executed any unregistered or registered deed or document purporting or confirming to be token agreement / allotment deed / agreement to sell / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendor / Promoter further affirms and confirms that in future if it is revealed that the Vendor / Promoter had / have signed, executed any unregistered or registered any such deed or document thereby purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after execution / registration of this Agreement to Sell, then all such deeds or documents purporting or confirming to be sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the Vendor / Promoter hereby affirms and confirms that there are no undisclosed persons, partners, claimants or any other person/s who have vested or existing interest or who have legitimate right to claim ownership, title, right, share, interest, partition or possession in any manner, whatsoever over the Project Land / Apartment hereby agreed to be sold to the Purchaser. The Vendor / Promoter further affirms and confirms that in future, if this Agreement to Sell is disputed or challenged by any undisclosed partners, claimants or any other person/s for any reason whatsoever, then it shall be sole and exclusive liability and responsibility of the Vendor / Promoter to defend such person/s claim, dispute, litigation or case at its efforts and expenses and it shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the Vendor / Promoter affirms and confirms that it has absolute legal right and authority to develop the said Project Land into a multi-storied Residential Apartment scheme without any let, hindrances or interference from any person/s and that it has absolute legal right and authority to convey, assign, transfer, sell variable, proportionate and undivided share in the said Project Land together with the said Apartment to the Purchaser at a future date. The Vendor / Promoter affirms and confirms that it has absolute legal right and authority to enter into this Agreement to Sell and it 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.

7. **THAT** the Vendor / Promoter agrees, affirms and confirms that it shall pay Non – Agricultural Taxes, Municipal Corporation Taxes, Electricity & Water bills (Residential), Maintenance charges and all other charges and outgoings etc., levied and payable in respect of the said Project Land / Apartment to concerned revenue and statutory authorities and government departments till day of registration of Sale Deed or till day of handing over physical possession of the said Apartment to the Purchaser, whichever is earlier.

8. **THAT** the Vendor / Promoter agrees, affirms and confirms that it has lawful rights and requisite approvals from local bodies and competent government and statutory authorities to carry out development of the said Project and it shall obtain requisite permits, approvals, permissions,

clearances, licenses, no-objections etc. from local bodies, government and statutory authorities from time to time, if required to complete the development of the said project. The Vendor / Promoter hereby agrees and affirms to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Municipal Corporation and local bodies, government and statutory authorities at the time of sanctioning the Building Plan or thereafter before handing over possession of the said Apartment to the Purchaser, it shall obtain occupancy / completion certificate in respect of the said Apartment from the Nagpur Municipal Corporation or other Competent Authority.

9. **THAT** the Vendor / Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, project, wing, building are valid and subsisting and have been obtained by following due process of law. The Vendor / Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, project, wing, building shall be obtained by following due process of law and that the Vendor / Promoter has been and shall at all times herein afterwards remain to be in compliance with all applicable laws concerning the said project land, project, wing, building and common areas and facilities therein.

10. **THAT** the Vendor / Promoter agrees, affirms and confirms that the total sales consideration cost of the said Apartment is escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, government and statutory authorities and / or any other increase in charges which may be levied or imposed by local bodies, government and statutory authorities from time to time in future. The Vendor / Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development development charges, costs or levies imposed by local bodies, government and statutory authorities, the Vendor / Promoter shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / 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.

11. **THAT** the Vendor / Promoter has specifically made aware to the Purchaser and the Purchaser agrees, affirms and confirms that the sales consideration cost of the Apartment hereby agreed to be sold to it is INCLUSIVE of taxes consisting of tax paid or payable by the Vendor / Promoter on account of installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), Stamp duty, Registration charges, Legal fees etc. are or any other taxes which may be levied in connection with construction of the Purchaser's Apartment and the entire Project, paid or payable by the by the Vendor / Promoter to concerned government departments and statutory authorities upto to day of registration of Sale Deed or handing over physical possession of the said Apartment to the Purchaser.

12. **THAT** the Vendor / Promoter may allow, in its sole discretion, a rebate for early payments of equal installments / balance sales consideration amount payable by the Purchaser to the Vendor / Promoter by discounting such early payments @ Nil % (Nil) percent per Annum for the period by which the respective installment / balance sales consideration has been pre-poned or will be pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once it is granted to the Purchaser by the Vendor / Promoter. [Not Applicable].

13. **THAT** the Purchaser hereby authorizes the Vendor / Promoter to adjust / appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, as the Vendor / Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the Vendor / Promoter to adjust his due installments / balance sales consideration

amount in any manner.

14. **THAT** the Vendor / Promoter has particularly made aware to the Purchaser and the Purchaser agrees, affirms and confirms that "time is - and shall be an essence of contract" for performance of this agreement for the Purchaser. Hence the Purchaser agrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by him strictly on due stages and due dates to as stipulated in **Schedule – "E"** of Manner of Payment herein above. The Purchaser agrees that if he neglects / delays / defaults / fails to due - balance installments / sales consideration amount on due stages and due dates, as the case may be, then the Vendor / Promoter may at its absolute discretion, grant maximum grace period of 15 (Fifteen) days for payment of each due / delayed installment and / or balance sales consideration amount, however in those circumstances, the Purchaser shall be liable to pay and he shall pay Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due and delayed installments / balance sales consideration amount for EVERY MONTH of delay from the date on which the same has become due and payable for grace period and till the date, the due installments / balance sales consideration amount is / are finally paid by the Purchaser to the Vendor / Promoter.

15. **THAT** the Purchaser agrees, affirms and confirms that without prejudice to right of the Vendor / Promoter to grant grace period and charge interest in terms of Clause No. 14 referred herein above, in event of the Purchaser committing default / delay in payment of due and payable installments / balance sales consideration amount, agreed to be paid by him in lieu of purchasing the said Apartment in terms of this Agreement to Sell (Including proportionate costs, charges, taxes, cesses, outgoings, fees etc.) and on the Purchaser committing 3 (Three) consecutive or alternate defaults in payment of due and payable installments / balance sales consideration amount, the Vendor / Promoter may / shall at its own option, may terminate / cancel this Agreement to Sell, provided that the Vendor / Promoter shall give Notice of 15 (Fifteen) days in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate / cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the Vendor / Promoter has intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirms that if the he fails to rectify the breach mentioned in the said Notice by the Vendor / Promoter within time stipulated, then on expiry of the notice period, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the Vendor / Promoter, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the Vendor / Promoter and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Vendor / Promoter in any court of law, forum or authority.

16. **THAT** the Purchaser agrees, affirms and confirms that upon termination / cancellation of of this Agreement to Sell as aforesaid, the Vendor / Promoter will forfeit fixed sum of Rs. 2,00,000/- (Rupees Two Lacs only) OR 10% (Ten) percent of token / earnest / advance / booking amount (whichever is more), together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the Vendor / Promoter, from the installments / amount which would have been paid by the Purchaser to the Vendor / Promoter till then and the said amount will be appropriated by the Vendor / Promoter on account of liquidated damages, loss of interest and opportunity, sustained by the Vendor / Promoter on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the Vendor / Promoter to the Purchaser within a period of 30 (Thirty) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this

Agreement to Sell before competent Sub-Registrar, Nagpur. It is hereby clarified and specified by the Vendor / Promoter and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur, then the Vendor / Promoter shall not be liable to refund balance amount (if any) till the same is done by the Purchaser, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the Vendor / Promoter and the Purchaser. In such circumstances, the Vendor / Promoter shall have all legal rights and authority to convey, assign, transfer, sell the said Apartment to any third person / party without informing or without obtaining any previous written or oral consent / no – objection letter from the Purchaser.

17. **THAT** the Vendor / Promoter agrees, affirms and confirms that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Apartment. In that case, if any information, document, deed or no - objection is required from the Vendor / Promoter, it will unconditionally and without delay provide all such information, deed or no-objection and render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the Vendor / Promoter against payments of the same. The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan / financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser delaying / defaulting in paying balance installments / sales consideration amount as stipulated hereinabove. The Purchaser is also aware that in such circumstances, the Vendor / Promoter shall not be liable and under obligation to carryout and complete construction of the Apartment agreed to be sold to him and deliver possession within stipulated time as agreed in this Agreement to Sell.

18. That subject to timely and prompt payment of balance installments / sales consideration amount by the Purchaser as stipulated herein above, Vendor shall complete construction of the Apartment as per agreed Specifications and hand over possession of the said Apartment to the Purchaser on or before ___ Day of _____, 201__. If the Vendor neglects, delays or fails to deliver possession of the said Apartment to the Purchaser within stipulated time, except due to reasons narrated in Clause No. 19 hereunder, the Vendor shall be liable to pay to the Purchaser (subject to condition that he does not intend to withdraw from the project), Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all amount paid by the Purchaser for EVERY MONTH of delay till the day of handing over possession and / or registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed. However, after lapse of 6 (Six) Months after expiry of stipulated period, even then, the Vendor / Promoter further neglects / delays / fails to deliver possession and register conveyance deed, then the Purchaser shall have right to seek performance of this agreement / contract through court of law, forum, tribunal, regulatory authority, as the case may be by adopting legal recourse and without prejudice to his legal rights of enforcement of this Agreement to Sell, the Purchaser will also reserve right and discretion to terminate / cancel this Agreement to Sell and demand the Vendor / Promoter to refund all amount so paid by him and in those circumstances, the Vendor / Promoter shall refund the entire amount with Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India so received by it from the Purchaser within 30 (Thirty) days time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchaser, provided that a formal Deed of Cancellation of this Agreement to Sell shall be executed / registered by the Purchaser to/in favour of the Vendor / Promote.

19. **THAT** the Vendor / Promoter 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) Any notice, order, rule, notification, government resolution, policy changes regarding building development and control rules of local body, government department, statutory authorities and any order of status – quo, injunction or stay by any court of law, forum, tribunal or regulatory authority.

(ii) Non availability of skilled or unskilled workmen, technicians, labourers due to strike.

(iii) Civil commotion, riots, prohibitory orders, flood, earthquake or act of nature or god.

(iv) Any other current or contingent valid, justifiable or reasonable cause or reason beyond knowledge, control and scope of the Vendor / Promoter.

20. **THAT** the Purchaser agrees, affirms and confirms that if the Vendor completes construction and hands over possession and executes conveyance of the said Apartment before stipulate time, then the Purchaser agrees and shall pay the balance installments / sales consideration amount, payable for early completed stage as per payment linked to said stage immediately on demand and no early payment discount will be offered in such case where construction has been completed before the agreed timeline.

21. **THAT** the Purchaser agrees, affirms and confirms that the Vendor / Promoter has particularly made him aware that the construction of proposed Apartment is heterogeneous in nature, comprising R.C.C & Brickworks, Plasters, hence it is agreed by the Purchaser that any shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, which are likely to occur shall not be treated as construction defects. However the Vendor / Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the Nagpur Municipal Corporation or other Competent Authority by furnishing details of changes, if any, in the Carpet Area, subject to a variation cap of 03% (Three Percent). The total price payable for Carpet Area shall be re-calculated upon confirmation by the Vendor / Promoter. If there is any reduction in the Carpet Area within the defined limit, then Vendor / Promoter shall refund the excess money paid by Purchaser within 45 (Forty - Five) days with Simple Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area agreed to be sold to the Purchaser, the Vendor / Promoter shall demand additional amount from the Purchaser as per next milestone of the Payment Plan as stipulated in Schedule – "E" of Manner of Payment herein above. The Vendor / Promoter and the Purchaser mutually agree and confirm that all these monetary adjustments shall be made @ Rs. _____/- per Square Meters.

22. **THAT** the Purchaser agrees, affirms and confirms that mere forwarding or handing over of this Agreement to Sell by the Vendor / Promoter to the Purchaser does not create any binding obligation on part of the Vendor / Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule – "E" of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears he for registration of the same before concerned Sub – Registrar Office as and when intimated by the Vendor / Promoter. The Purchaser further agrees, affirms and confirms that if he fails to execute and deliver this Agreement to Sell to the Vendor / Promoter within 30 (Thirty) days from the date of its receipt and / or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Vendor / Promoter, then the Vendor / Promoter shall serve a letter / notice to the Purchaser rectifying and complying aforesaid default, however if the

said is not rectified or complied by the Purchaser within 15 (Fifteen) days time from the date of receipt of the said letter / notice, the application of the Purchaser and provisional allotment of the said Apartment shall ipso-facto be treated as terminated / cancelled without any further letter / notice and subject to deduction of 10% (Ten) percent amount from the sum / amount paid or deposited by the Purchaser to / with the Vendor / Promoter in connection therewith shall be refunded by the Vendor / Promoter without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said Apartment.

23. **THAT** the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said Apartment to any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the Vendor / Promoter. It is hereby clarified that if the Purchaser signs and executes any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the Vendor / Promoter.

24. **THAT** the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of **"Green View Residency"** Apartment building, the Purchaser shall not insist or demand the Vendor / Promoter to make any external or internal structural changes or deviations or material alterations in **"Green View Residency"** building or in the Apartment hereby agreed to be sold to the Purchaser.

25. **THAT** the Purchaser agrees, affirms and confirms that the Vendor / Promoter shall be exclusive in-charge of construction of Apartment agreed to be sold to the Purchaser and the entire **"Green View Residency"** Apartment building, without any entertaining any suggestions, advisory, interference, and impediment from the Purchaser or any person/s claiming under authority or trust for him. The Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other builder / developer / contractor thereby assigning the task of construction of his Apartment to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the Vendor / Promoter.

26. **THAT** the Vendor / Promoter agrees, affirms and confirms that he shall within 3 (Three) Months from the date of registration of the Society or Association, as aforesaid, cause to be transferred to the Society or Association all rights, title and the interest of the Vendor / Promoter and / or the Owners in the said Wing or Building or wing in which the said Apartment is situated.

27. **THAT** the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Vendor / Promoter intimating that the said Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the Apartment) all taxes, cesses, outgoings in respect of the said Apartment and the Project Land and **"Green View Residency"** Apartment building, namely Non – Agricultural Taxes, Municipal Corporation Taxes, Maintenance Charges or such other contingent or incidental charges, levied by any local body or government or statutory authorities and costs, charges and expenses towards government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all

other expenses necessary and incidental to management and maintenance of the said Apartment / Wing / Building / Project. The Purchaser agrees, affirms and confirms that the Vendor / Promoter has specifically made him aware that the Vendor / Promoter will provide common Water Meter connection for common use of all Apartment owners / lawful occupiers / possessors in **"Green View Residency"** building under C – B category and the Purchaser shall pay proportionate charges of Water Bills along with other Apartment owners / lawful occupiers / possessors in **"Green View Residency"** building.

28. **THAT** the Vendor / Promoter upon obtaining Occupancy / Completion Certificate from the Nagpur Municipal Corporation or other Competent Authority and subject to payment of entire sale consideration amount together with charges towards installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), T.D.S. tax, Stamp duty, Registration charges, Legal fees etc. by the Purchaser in terms of this Agreement to Sell, the Vendor / Promoter shall issue a letter or communicate in writing and offer the Purchaser at his provided address or e-mail id thereby calling upon him to take / accept physical possession of the said Apartment within 3 (Three) Months time from the date of receipt of such letter or communication and then the Vendor / Promoter shall hand over physical possession of the said Apartment to the Purchaser. That the Vendor / Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor / Promoter. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendor / Promoter or **"Green View Residency"** Apartment Association, as the case may be. The Vendor / Promoter shall as far as possible, on its behalf offer physical possession of the said Apartment to the Purchaser in writing within 7 (Seven) days time from the date of of receiving Occupancy / Completion Certificate of the said Apartment or Project. Similarly, the Purchaser shall take physical possession of the said Apartment within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Vendor / Promoter intimating that the said Apartment is ready for use and occupancy.

29. **THAT** upon receiving a written letter / communication as aforesaid from the Vendor / Promoter, the Purchaser shall take possession of the said Apartment from the Vendor / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Vendor / Promoter shall deliver possession of the said Apartment to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendor / Promoter or **"Green View Residency"** Apartment Association, as the case may be.The Purchaser further agrees, affirms and confirms that until any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the Vendor / Promoter such proportionate share of outgoings as may be determined and demanded by the Vendor / Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the Vendor / Promoter. The amounts so paid by the Purchaser to the Vendor / Promoter shall not carry any interest and remain with the Vendor / Promoter until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment / Wing / Building / Project is executed by the Vendor / Promoter to / in favour of such Society or Association. That on execution of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of such Apartment / Wing / Building / Project, the aforesaid deposits (less deduction as provided for in this Agreement to Sell shall be paid over by the Vendor / Promoter to the Society or Association, as the case may be.

30. **THAT** the Purchaser agrees, affirms and confirms that he has agreed to purchase the said Apartment for Residential purpose only and therefore the Purchaser shall use the Apartment or

any part thereof or permit the same to be used for Residential purposes only and not for any other purposes. The Purchaser undertakes and declares that he shall shall use the Garage or separate Covered Parking Space (if allotted or sold) only for purpose of keeping or parking his vehicles but not for any other purposes.

31. **THAT** the Purchaser agrees, affirms and confirms that he along with other Purchaser/s of Apartments in **"Green View Residency"** shall join in forming and registering the Society or Association under the name, head and style as **"Green View Residency"** Apartment Association and for this purpose, he shall sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings that may be required and necessary for the formation and registering of the Society or Association. The Purchaser shall also from time to time sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings for becoming Member including byelaws of the proposed Society or Association and duly fill in, sign and return to the Vendor / Promoter within 7 (Seven) days of the same being forwarded by the Vendor / Promoter to the Purchaser, so as to enable the Vendor / Promoter to register Society or Association for the Purchaser and other Apartment owners in **"Green View Residency"** building. ThePurchaser agrees, affirms and confirms that he shall raise no – objection if any, changes or modifications are made in the draft byelaws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

32. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that wherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any payment in common with other Purchaser/s in the building / project, the same shall be in proportion to Carpet Area of the said Apartment to total Carpet Area of all Apartments in the building / project.

33. **THAT** the Vendor / Promoter agrees, affirms and confirms that it shall maintain a separate Bank Account in respect of sums received by the Vendor / Promoter from the Purchaser towards advances, deposits, sales consideration amount and all sums received on account of taxes, cesses, maintenance charges, outgoings, legal fees and share capital for forming Association or Society and the Vendor / Promoter shall utilize the said amounts only for those purposes for which they have been received.

34. **THAT** the Purchaser agrees, affirms and confirms that till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his Apartment is executed by the Vendor / Promoter and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Vendor / Promoter in favour of the Association / Society, the Purchaser shall permit the Vendor / Promoter and / or its authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his Apartment and upon the said building or any part thereof, at all reasonable times to view and examine ongoing construction activities and other state and condition thereof in the said building.

35. **THAT** the Vendor / Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is in Ratio of **1.30 i.e. _____ Sq. Mtrs.** only and Vendor / Promoter has planned to utilize Floor Space Index of Nil by availing of (Transferable Development Rights) T.D.R. or Floor Space Index (F.S.I.) available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in Regional Development Plan or Development Control Rules and Regulations or based on expectation of increased F.S.I. which may be available in future on modification of Regional Development Plan or Development Control Rules and Regulations, which are applicable to the said Project. The Vendor / Promoter has disclosed the F.S.I. of Nil as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said

Apartment based on the proposed construction and sale of Apartment to be carried out by the Vendor / Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to and vest with the Vendor / Promoter only.

36. **THAT** the Vendor / Promoter agrees, affirms and confirms that after its executes this Agreement to Sell it shall not mortgage or create any charge or encumbrance on the Apartment and variable, proportionate, undivided, share and interest in the Project Land, hereby agreed to be sold to the Purchaser, however if any such mortgage, charge or encumbrance is made or created by the Vendor / Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect rights and interest of the Purchaser.

37. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaser demises before registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed, then in those circumstances, all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser. It is further agreed that in case of death of the Purchaser, the Vendor / Promoter shall accept the balance installments / sales consideration amount from legal heirs of the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in his / her / their favour and similarly in case of death of the any Partner of the Vendor / Promoter; the deceased Partner/s legal heirs shall accept the balance installments / sales consideration amount from the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment in his favour and / or his legal heirs, as the case may be.

38. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that all Notices / Letters / Correspondences required to be served on the Vendor / Promoter and the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to the Vendor / Promoter or the Purchaser by Registered Post A/d and / or notified through e-mail at their respective addresses, specified below:-

Developer / Promoter's Notified Address:
Ajani Square, Bhawani Chambers, Wardha Road, Nagpur – 4400__
Vendor / Promoter's Notified E-Mail Id:
_____

Purchaser's Notified Address:
_____, Nagpur – 4400____
Purchaser's Notified E-Mail Id:
_____

39. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that it shall be their duty to inform each other about any change in their respective addresses notified herein above, subsequent to execution of this Agreement to Sell, failing which all notices, letters, correspondences, communications, posted or e-mailed at notified addresses shall be deemed to have been served and received by the Vendor / Promoter or the Purchaser, as the case may be. It is hereby clarified that in case, if there are several or joint Vendor / Promoter or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the Vendor / Promoter to the Purchaser and vice –versa, 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 Vendor / Promoter and the Purchaser.

40. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that the execution of this Agreement to Sell shall be complete only upon its execution by the Vendor / Promoter itself or through its Authorized Power of Attorney Holder/s or Authorized Signatories at the Vendor / Promoter's Office or at some other place, which may be mutually agreed between the Vendor / Promoter and the Purchaser, after this Agreement to Sell is duly executed by the Purchaser and the Vendor / Promoter and simultaneously this Agreement to Sell shall be registered before competent Sub-Registrar. It is further agreed that the Vendor / Promoter and / or the Purchaser shall present this Agreement to Sell at the proper registration office for its registration within time limit prescribed under the Registration Act, 1908 and the Vendor / Promoter and the Purchaser shall attend such registration office and admit execution thereof.

41. **THAT** the Vendor / Promoter agrees, affirms and confirms that Agreement to Sell, along with its Schedules and Annexures, constitutes the entire Agreement to Sell between the parties with respect to subject matter hereof and supersedes any and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to the Apartment.

42. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that Agreement to Sell may / can only be amended, modified or rectified by mutual understanding and written consent of both the parties.

43. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that if any provision of this Agreement to Sell shall be determined to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement to Sell and to the extent, necessary to confirm with the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or the applicable laws, as the case may be and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

44. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and Project shall equally be applicable to and enforceable against any and all subsequent Purchaser/s of the said Apartment, in case of inheritance or transfer, as the said obligations go along with the Apartment for all intents and purposes.

45. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that they shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell 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.

46. **THAT** the Vendor / Promoter agrees, affirms and confirms that it shall hand over all original title deeds and certified copies or self attested zerox copies of other relevant deeds and documents pertaining to the said Apartment to the Purchaser on the day of registration of the Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed and / or on receipt of entire sales consideration amount from the Purchaser, whichever takes place earlier.

47. **THAT** the Purchaser agrees, affirms and confirms that the amount of Stamp duty, Registration charges, Legal fees that may be required to be paid on account of execution / registration of this

Agreement to Sell and Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in future shall be exclusively borne and paid by the Purchaser. The Purchaser agrees, affirms and confirms that he shall also bear and pay proportionate amount of Stamp duty, Registration charges, Legal fees etc. that may be required to be paid on any deed, declaration, instrument etc. that may be executed for forming Association or Society of **"Green View Residency"** building.

48. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the Vendor / Promoter and the Purchaser in presence of attesting Witnesses before Sub-Registrar is and shall be retained by the Purchaser and a zerox copy of the same is / shall be handed over to the Vendor / Promoter.

49. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that any confusion, complexity, differences or disputes arising between them in context to interpretation of any covenant/s contained in this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell by either of the parties shall as far as possible settled mutually and amicable by the parties but in case if such mutual or amicable settlement is not possible or if it fails, then the aggrieved party or parties may approach to Maharashtra Real Estate Regularity Authority for redressal of his / her / their grievances or disputes under provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder. It is further agreed that the rights and obligations of the parties under or arising out of this Agreement to Sell shall be construed and enforced in accordance with laws of India for time being in force before competent Courts of law at Nagpur jurisdiction only. It is further agreed that for covenants and subject matters not specifically covered under this Agreement to Sell, the provisions of Transfer of Property Act, 1882 shall apply. The Vendor / Promoter and the Purchaser further agree and declare that this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell shall not be subject to or covered under provisions of the Arbitration Act, 1996.

50. **THAT** the Vendor / Promoter declares and confirms that any change in constitution of its partnership firm like admission, retirement, insolvency or death of any partner/s or dissolution of the firm or constituting it from Partnership Firm to Company / Joint Venture in future shall not effect legal validity or enforceability of this Agreement to Sell.

51. **THAT** the Vendor / Promoter and the Purchaser mutually agree, affirm and confirm that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza / Survey – Khasra Numbers / Patwari Halka Number / Sheet Number / City Survey Number / Plot Number / Area of Plot / Boundaries of Plot / Name of Project / Building / Floor / Super Built Up Area - Carpet Area of Apartment and / or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor / Promoter and the Purchaser.

52. **THAT** the Vendor / Promoter and the Purchaser declare, affirm and confirm that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further agree, affirm and confirm that they are absolutely satisfied with covenants of this Agreement to Sell.

SCHEDULE – "A"
DESCRIPTION OF PROJECT LAND

ALL THAT piece and parcel of Malik Maqbuza land bearing **Plot No. 126 (One-Two-Six),** total containing by admeasurement **786.98 Sq. Mtrs.,** (as per Release Letter of NIT) (806.94 Sq. Mtrs., as per Sale Deed) forming a portion of entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1, 81, 78/1 & 83 (Part)**, **P. H. No. 8** of **Mouza – Borgaon**, bearing **Sheet No. 22** and **City Survey No. 17**, bearing **Municipal Corporation House No. 808/C/126** in **Ward No. 62**, in the layout of "**Gokul Housing Society, Nagpur**" situated at **Gokul Society, Borgaon**, **Nagpur**, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust in **Tahsil** and **District - Nagpur**, and bounded as under: -

ON THE EAST BY	-------	**PLOT No. 125.**
ON THE WEST BY	-------	**OTHER LAYOUT.**
ON THE NORTH BY	-------	**9.00 MT. WIDE ROAD.**
ON THE SOUTH BY	-------	**OTHER LAYOUT.**

SCHEDULE – "B"
DESCRIPTION OF RESIDENTIAL APARTMENT

ALL THAT variable, proportionate, undivided **_____**% share and interest in all that piece and parcel of **Malik – Makbuza land Plot No. 126 (One-Two-Six),** total containing by admeasurement **786.98 Sq. Mtrs.,** forming a portion of entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1, 81, 78/1 & 83 (Part)**, **P. H. No. 8** of **Mouza – Borgaon**, bearing **Sheet No. 22** and **City Survey No. 17**, **TOGETHERWITH** the entire R.C.C. superstructure Residential **Apartment No**. **_____**, having **Carpet Ar**ea of **_____ Sq**. **Mtrs**. [**Built Up Area – _____ Sq**. **Mtrs**.], situated on the **_____ Floor** in the building proposed to be constructed thereon, known and styled as **"Green View Residency"** bearing **Municipal Corporation House No. 808/C/126** in **Ward No**. **62**, in the layout of "**Gokul Housing Society, Nagpur**" situated at **Gokul Society, Borgaon**, **Nagpur**, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust in **Tahsil** and **District – Nagpur** and bounded as under:-

ON THE EAST BY	-------	_____
ON THE WEST BY	-------	_____
ON THE NORTH BY	-------	_____
ON THE SOUTH BY	-------	_____

IN WITNESS WHEREOF the **VENDOR**, the **PURCHASER** and the **DEVELOPER** hereinabove named have set their respective hands and signed this "**AGREEMENT TO SELL**" at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

(SHRI. KUMAR S/o. MUKUND TRIVEDI)
As duly Constituted Attorney for:-
(SHRI. RAMESH S/o. SHIVDAS GWALBANSHI)
VENDOR

(_____)

PURCHASER

For :- M/s. N. K. ASSOCIATES

SHRI. KUMAR S/o. MUKUND TRIVEDI
Authorized Partners
(DEVELOPER/PROMOTER)

WITNESSES: -

1) _____

2) _____

SCHEDULE – "C"

(DESCRIPTION OF COMMON AREAS, AMENITIES AND FACILITIES)

SCHEDULE – "D"

(AUTHENTICATED COPIES OF THE BUILDING PLAN)

SCHEDULE – "F"

(SPECIFICATION OF CONSTRUCTION)

ALLOTMENT LETTER

Dt. _____

To,

_____

_____

_____

Subject :- Allotment of Unit/Apartment No. ____ on _____ Floor in project called as "**Green View Residency** ".

Dear Sir / Madam,

We have a pleasure to confirm that you have been allotted Unit/Apartment No. _____ on _____ Floor, of the "**Green View Residency**' building, having _____ Sq. Mtrs., Carpet area, proposed to be constructed on **ALL THAT** piece and parcel of Malik Maqbuza land bearing **Plot No. 126** (One-Two-Six), total containing by admeasurement **786.98 Sq. Mtrs.,** (as per Release Letter of NIT) (806.94 Sq. Mtrs., as per Sale Deed) forming a portion of entire land bearing **Khasra No. 73/1, 76/1, 77/1, 72/1 81,78/1 & 83 (Part)**, **P. H. No.** 8 of **Mouza – BORGAON**, bearing **Sheet No. 22** and **City Survey No. 17**, bearing **Municipal Corporation House No. 808/C/126** in **Ward No. 62**, in the layout of "**Gokul Housing Society, Nagpur**" situated at **Gokul Society, Borgaon**, **Nagpur**, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust in **Tahsil** and **District – Nagpur.**

We are thankful to you for the trust and faith you have shown on us.

Thanking you.

For :- M/s. N. K. ASSOCIATES

SHRI. KUMAR S/o. MUKUND TRIVEDI
Authorized Partners
(DEVELOPER/PROMOTER)