

AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)
MARKET VALUE RS. _____ ONLY

Item No. 10.221/39 Page No. 394 Rate @ Rs. 51,700/- Per Sq. Mtrs.

THIS AGREEMENT TO SELL is made on this _____ Day of MAY, 2019 BETWEEN MRS. FATIMA W/o SHAMOON MAMNOON, Aged 75 Years, Occupation – Business, Resident of House No. 6, Mount Road Extension, Nagpur-440001, Tahsil and District – NAGPUR (**PAN AOGPM7365E & AADHAR 5896 2074 2051**), acting through her duly Constituted Attorney SHRI. SHABBIR S/o ZOEB VALI, Aged 54 Years, Occupation – Business, Resident of Behind SFS High School, Amir Manzil, Mount Road, Sadar, Nagpur-440001, Tahsil and District – NAGPUR (**PAN AAYPV5362Q & AADHAR 6877 1685 0004**), hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDOR, as well as, her heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

SHRI. _____, Aged ____ Years, Occupation – _____, Resident of _____, Nagpur-4400____, Tahsil and District – NAGPUR (**PAN** _____ & **AADHAR** _____), hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nazul Plot No. 2/1 containing by admeasurement 17941.33 Sq. Ft. (OR 1666.749 Sq. Mtrs.) bearing City Survey No. 2085 and Sheet No. 39 of Mouza – JARIPATKA, situate at Nelson Square, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 60 in Tahsil and District – NAGPUR, Originally belonged to Shri. Sadiqbhai Vali S/o Hasan Hussain Bohari, being his separate and self acquired property having been acquired the same by him from the Erstwhile Government on Leasehold Rights; AND

WHEREAS the said Shri. Sadiqbhai Vali S/o Hasan Hussain Bohari lateron transferred the aforesaid property by way of Gift (Hiba) to his daughters Mrs. Zulekha W/o Ikbal Daud and Mrs. Fatima W/o Shamoon Mamnoon, jointly by a duly Registered Gift Deed (Hiba); AND

WHEREAS the said Mrs. Zulekha W/o Ikbal Daud and Mrs. Fatima W/o Shamoon Mamnoon lateron jointly effected a Partition of the said Plot No. 2/1 in between them and thereby a Piece of land containing by admeasurement 9067.59 Sq. Ft. (OR 717.94 Sq. Mtrs.) comprising the Northern Portion of Plot No. 2/1 was allotted to the exclusive share of Mrs. Fatima W/o Shamoon Mamnoon, the Vendor hereinabovenamed, absolutely forever with heritable and transferable rights therein. By the same Partition the remaining Piece of land containing by admeasurement 8875.99 Sq. Ft. (OR 824.60 Sq. Mtrs.) was allotted to the exclusive share of Mrs. Zulekha W/o Ikbal Daud absolutely forever with heritable and transferable rights therein. As a result therefore the Vendor hereinabovenamed has now become an exclusive, absolute and full Owner of Northern Portion of Plot No. 2/1 with heritable and transferable rights therein and the same is also accordingly mutated in her name in all relevant records; AND

WHEREAS on expiration of Original term of Lease the Governor of Maharashtra lateron extended the term of Lease for a period commencing from 1-4-2008 and ending on 31-3-2038 by executing a Renewed Indenture of Lease regarding the said Plot of land in favour of Mrs. Zulekha W/o Ikbal Daud and Mrs. Fatima W/o Shamoon Mamnoon on 8-4-2011, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2489 on even date vide Revenue Case No. 215/NAA-48/2010-11 of Mouza – JARIPATKA; AND

WHEREAS the Vendor lateron decided to develop the Northern Portion of Plot No. 2/1 containing by admeasurement 9067.59 Sq. Ft. (OR 842.39 Sq. Mtrs.) into a RESIDENTIAL ESTATE by constructing a Multistoreyed building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS the Vendor has accordingly prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Northern Portion of Plot No. 2/1 and to be known and styled as “AASMA APARTMENTS” and the same is duly sanctioned by

the Assistant Director, Town Planning Department of the Nagpur Municipal Corporation vide his Building Permit No. 352/BP/Jaripatka/TP/NMC/613 Dated 20-11-2018. Shri. _____ S/o _____, having his Office at _____, Nagpur – 4400____ bearing Registration No. _____ has been appointed as an Architect of the said Project; AND

WHEREAS the Vendor has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. _____ Dated _____; AND

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

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

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed building for her/his Residential use with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Northern Portion of Plot No. 2/1 TOGETHERWITH the entire R.C.C Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchaser has also specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost of construction of the Apartment chosen by her/him to the Vendor; AND

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

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land containing by admeasurement 9067.59 Sq. Ft. (OR 842.39 Sq. Mtrs.) comprising the NORTHERN PORTION of Nazul Plot No. 2/1 containing by total admeasurement 17941.33 Sq. Ft. (OR 1666.749 Sq. Mtrs.) TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs. on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "AASMA APARTMENTS", bearing Corporation House No. 735/C, City Survey No. 2085 and Sheet No. 39 of Mouza – JARIPATKA, situate at Nelson Square, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 60 in Tahsil and District – NAGPUR and more particularly described in the FIRST AND SECOND Schedules hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT :

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor towards Booking through RTGS bearing UTR No. _____ Dated _____ from _____ Bank , Nagpur, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor through RTGS bearing UTR No. _____ Dated _____ from _____ Bank , Nagpur, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor before taking over actual possession of the chosen Apartment OR at the time of Registration of the Sale Deed, whichever is earlier.

Rs. (TOTAL RUPEES _____ ONLY).

THAT the Purchaser shall pay the respective Installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each Installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above Installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor. In the event of such termination/ cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without giving any further intimation or notice to the Purchaser and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by her/him shall not be a ground for non payment of any of the installments on due stages.

(3) THAT the Undivided _____ Percent share and interest in the said Piece of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the

same without any further investigation. She/He has also satisfied herself/himself about the Vendor's right to enter into this Agreement with the Purchaser.

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the Vendor and other co-owners of the remaining Undivided share in the said Piece of land and the Owners of the other Built-up spaces in the proposed building, affecting the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Vendor shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchaser.

(7) THAT the Vendor shall erect and build the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Assistant Director, Town Planning Department of the Nagpur Municipal Corporation and the specifications mentioned in ANNEXURE-A appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Vendor at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendor has reserved her right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust.

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

(10) THAT the Vendor shall complete the said Building and make the Apartment chosen by the Purchaser available for her/his occupation on or before _____ failing which the Vendor shall pay a sum @ of Rs. _____/- (Rupees Three Thousand) Only per month by way of liquidated damages to the Purchaser with effect from _____ till the date of handing over actual possession of the said Apartment to her/him.

(11) THAT the Vendor shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of Electric and Water meters, Legal Expenses, Stamp Duty and Registration fees and Goods and Services Tax etc. are paid by her/him in full to the Vendor.

(12) THAT the Vendor shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Vendor.

(13) THAT during the period of building construction the Purchaser with Two days' advance intimation to the Vendor, may enter upon the said Piece of land to inspect the Plans, specifications and the Building materials, if available at site.

(14) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said building, the Vendor has executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 574 on 29-1-2019. A Deed of Correction to the said Deed of Declaration is executed on -4-2019 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. _____ on even date. The said Deed of Declaration and the Bye-laws appended thereto and the Correction Deed shall always remain binding upon the Purchaser.

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

(16) THAT the available open space, the common areas and common facilities as may be provided in the said Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages, within Three months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Piece of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor shall be at full liberty to sell the said Undivided share and interest in the said Piece of land and also the said Apartment to any prospective/intending buyer as may be approved by the Vendor without any further notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Vendor that even after her/his taking over the actual possession of the Apartment chosen by her/him (on receipt of possession letter from the Vendor), she/he will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

(19) THAT the Vendor reserves her right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Piece of land is increased at any future date and in such event the Purchaser

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

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

(21) THAT the Vendor shall deliver the actual possession of the Undivided share and interest in the said Piece of land Togetherwith Apartment No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his nominee(s) at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Piece of land jointly with the other co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

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

(23) THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration Fees, payment of Goods and Services Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, it will execute a proper Sale Deed relating to the Undivided share and interest in the said Piece of land and also the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR in favour of the Purchaser or the nominee(s) appointed by her/him and get the same duly Registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by her/him to the Vendor.

(24) THAT the Vendor shall obtain a No Objection Certificate/Consent Letter from the Nazul Department and produce the same at the time of Registration of the Sale Deed.

(25) THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Piece of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof. However the Apartment chosen by her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(26) THAT the Purchaser shall pay proportionate share of Nazul Rent/Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession whichever is earlier onwards and shall always keep the Vendor indemnified against such payments.

(27) THAT it is understood by the Purchaser that the Vendor shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(28) THAT the Vendor shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor indemnified against the same. However the Vendor shall use and install standard proprietary items in the said Apartment and it shall also see that they are properly working at the time of installation.

(29) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at her/his address as described above.

(30) THAT the Purchaser undertakes to notify in writing any change in her/his address to the Vendor.

(31) THAT it is agreed by and between the Parties hereto that any dispute arising between the parties hereto shall be referred to the Panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of Apartment, (C) To settle the Complaint regarding construction etc. The Parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators and the Panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding Arbitration, the Parties hereto specifically agree not to approach any court of law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration Proceedings.

(32) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.

(33) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

(34) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees payable thereon have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land containing by admeasurement 9067.59 Sq. Ft. (OR 842.39 Sq. Mtrs.) comprising the NORTHERN PORTION of Nazul Plot No. 2/1 containing by total admeasurement 17941.33 Sq. Ft. (OR 1666.749 Sq. Mtrs.), bearing Corporation House No. 735/C, City Survey No. 2085 and Sheet No. 39 of Mouza – JARIPATKA, situate at Nelson Square, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 60 in Tahsil and District – NAGPUR and bounded as under:-

ON THE EAST -
ON THE WEST -
ON THE NORTH -
ON THE SOUTH -

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed on the aforesaid Northern Portion of Plot No. 2/1 and to be known and styled as “AASMA APARTMENTS” covering a Carpet area of _____ Sq. Mtrs. including/excluding share in Staircase and Balconies for Upper Floors.

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

WITNESSES :

(1) _____

(SHABBIR ZOEB VALI)
As a duly Constituted Attorney
for the Vendor abovenamed.
VENDOR

(2) _____

(_____)
PURCHASER