

AGREEMENT TO SELL

FOR RS. _____ ONLY
(RUPEES _____ ONLY)
MARKET VALUE RS. _____ ONLY

THIS AGREEMENT TO SELL is made on this ____ Day of DECEMBER, 2020, **BETWEEN :**

M/s. ADISUN BUILDCON PRIVATE LIMITED, NAGPUR, A Company incorporated under Companies Act, 1956 (No. 1 of 1956) with CIN U45200MH2006PTC161134, having its Registered Office at Plot No. O-1, Laxmi Nagar, RPTS Road, Nagpur-440022, Acting through its Director - **SHRI. ADITYA S/o VIJAY SALANKAR**, Aged about 38 Years, Occupation – Business, Resident of Plot No. 49, Madhav Nagar, Nagpur-440022, Tahsil and District - NAGPUR, **{Aadhar No. 7936 6775 6682}**, hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **COMPANY** and it's **DIRECTORS**, as well as its representatives, executors, administrators, successors and assigns of the **ONE PART. {PAN – AAGCA3651E}**

AND

SHRI./MRS. _____, Aged ____ Years, Occupation – _____, Resident of _____, 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, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART. {PAN – _____}**

WHEREAS, ALL THAT Piece of Parcel of Land bearing **Plot No. 26**, admeasuring about 540.00 Sq. Mtrs., (OR 5812.56 Sq. Ft.), being a part and portion of the entire land bearing Kh. Nos. 11 and 12 of **MOUZA – PARSODI**, P.S.K 44, bearing City Survey No. 193, Chalta No. 10, Sheet No. 194-A/12, situated at Sanctioned layout in Civil Station Expansion Scheme, popularly known as Naik Layout, Subhash Nagar, Ward No. 74, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District – NAGPUR, Originally belonged to Shri. Purushottam Krishnaji Ghaisas, having purchased the same by him from the aforesaid Smt. Indirabai Ambadas Naik, by a Sale Deed Dated 22/10/1981, which is duly Registered in the Office of the Joint Sub-Registrar Nagpur, in Book No. 1, at Sr. No. 5258 on 26/10/1981; AND

WHEREAS, the said Shri. Purushottam Krishnaji Ghaisas lateron transferred the aforesaid property by way of sale to Shri. R. Vijay Krishnan Ramlingam Subramanian & Shri. R.G. Subramanian S. Ramlingam, by a Sale Deed Dated 14/11/1994, which is duly Registered in the Office of the Sub-Registrar, Nagpur – 1, in Addl. Book No. 1, Volume No. 991, Page Nos. 131 to 134 at Sr. No. 8809 (P) on 8/12/1994. As a result therefore Shri. R. Vijay Krishnan Ramlingam Subramanian & Shri. R.G. Subramanian S. Ramlingam has become an exclusive, absolute and Joint owners of the aforesaid property {i.e. having 50% undivided share and interest each} with heritable and transferable rights therein; AND

WHEREAS, the said Shri. R. Vijay Krishnan Ramlingam Subramanian lateron transferred The 50% undivided share and interest in **ALL THAT** Piece of Parcel of Land bearing **Plot No. 26**, admeasuring about 540.00 Sq. Mtrs., (OR 5812.56 Sq. Ft.), being a part and portion of the entire land bearing Kh. Nos. 11 and 12 of **MOUZA – PARSODI**, P.S.K 44, bearing City Survey No. 193, Chalta No. 10, Sheet No. 194-A/12, situated at Sanctioned layout in Civil Station Expansion Scheme, popularly known as Naik Layout, Subhash Nagar, Ward No. 74, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District – NAGPUR, by way of sale to Shri. R.G. Subramanian S. Ramlingam, by a Sale Deed Dated 22/11/2013, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur – 4, in Book No. 1, at Sr. No. 7005 on even date; AND

WHEREAS, as a result therefore Shri. R.G. Subramanian S. Ramlingam, has become an exclusive, absolute and full Owner of **ALL THAT** Piece of Parcel of Land bearing **Plot No. 26**,

admeasuring about **540.00 Sq. Mtrs.**, (OR 5812.56 Sq. Ft.), togetherwith corporation House No. 1341, having load bearing construction 27.87 Sq. Mtrs. (OR 300.00 Sq. Ft.), being a part and portion of the entire land bearing Kh. Nos. 11 and 12 of **MOUZA – PARSODI**, P.S.K 44, bearing City Survey No. 193, Chalta No. 10, Sheet No. 194-A/12, situated at Sanctioned layout in Civil Station Expansion Scheme, popularly known as Naik Layout, Subhash Nagar, Ward No. 74, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District – NAGPUR with heritable and transferable rights therein & his name is mutated in revenue records; AND

WHEREAS, thereafter, Shri. R.G. Subramanian S. Ramlingam has sold/transferred his entire aforesaid property to M/s. ADISUN BUILDCON PRIVATE LIMITED, NAGPUR, Acting through its Director - Shri. Aditya Vijay Salankar, the Vendor named hereinabove, by a Sale Deed Dated 27/11/2019, which is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 8056 on even date; AND

WHEREAS, as a result therefore **M/s. ADISUN BUILDCON PRIVATE LIMITED, NAGPUR**, Acting through its Director - Shri. Aditya Vijay Salankar, the Vendor hereinabove named has now become an exclusive, absolute and full Owner of the property comprising **ALL THAT** Piece of Parcel of Land bearing **Plot No. 26**, admeasuring about **540.00 Sq. Mtrs., (OR 5812.56 Sq. Ft.)**, being a part and portion of the entire land bearing Kh. Nos. 11 and 12 of **MOUZA – PARSODI**, P.S.K 44, bearing City Survey No. 193, Chalta No. 10, Sheet No. 194-A/12, bearing Municipal Corporation House No. 1341, situated at sanctioned layout in Civil Station Expansion Scheme, popularly known as Naik Layout, Subhash Nagar, Nagpur in Ward No. 74, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District – NAGPUR with heritable and transferable rights therein and accordingly its name is mutated in revenue records; AND

WHEREAS, the Vendor later on decided to develop the said Plot of land into a **COMMERCIAL ESTATE** by constructing a Multistoried Building thereon consisting of various self contained separate Commercial Blocks/Units therein; AND

WHEREAS, the Vendor has accordingly prepared a plan of a Multistoried building proposed to be constructed on the said Plot No. 26 and to be known and styled as **“ADISUN AVENUE”** and the same is duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide the Building Permit No. 300/BP/Parsodi/TP/NMC/950, Dated 10/12/2020. That the Vendor shall revise the said building plan and shall be sanctioned and approved from the Nagpur Municipal Corporation, Nagpur; AND

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

WHEREAS, the Vendor 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 the recitals hereinabove; AND

WHEREAS, the Vendor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the Vendor shall accordingly commence construction of the said building/s in accordance with the said proposed plans; AND

WHEREAS, the Purchaser has applied to the Vendor for purchase of **Commercial Block/Unit No./Name _____** on _____ **Floor** in the building known as **"ADISUN AVENUE"** being constructed in the said Project; AND

WHEREAS, for the purpose of this agreement following areas are defined : Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the Block is defined as the net usable floor area of an Block, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Block. Carpet area is shown separately in SCHEDULE – "B". Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in SCHEDULE – "B". Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in SCHEDULE – "B". Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of Blocks in the project to arrive at proportionate common area of each Block; AND

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

WHEREAS, under section 13 of the said Act the Vendor are required to execute a written Agreement For Sale of said Block with the Purchaser for the sale in respect of the said Block and therefore, the Vendor and the Purchaser are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said Block; AND

WHEREAS, the Purchaser named hereinabove has satisfied himself/herself 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 Multistoryed building; AND

WHEREAS, considering his/her/their request and after detailed negotiations the Vendor has now agreed to sell the entire R.C.C. Superstructure comprising **Commercial Block/Unit No./Name _____**, covering a, Carpet Area of 133.78 Sq. Mtrs., on _____ **FLOOR** of a building proposed to be constructed thereon and to be known and styled as **"ADISUN AVENUE"** to the Purchaser for a total consideration of **Rs. _____/- (Rupees _____ Only)** upon the following terms and conditions.

full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Commercial Block/Unit to any prospective/intending buyer as may approved by the Vendor without any further notice or reference to the Purchaser.

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

(15) THAT it has been specifically agreed and understood by the Purchaser that the Vendor reserved it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by acquiring T.D.R. for construction of additional floors on the aforesaid Building only after obtaining approval from Competent Authority, Nagpur Improvement Trust or Nagpur Municipal Corporation as may be utilising and dealing with such additional F.S.I. and in such event the Prospective buyers of such additional Commercial Blocks/Units shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Commercial Blocks/Units 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 agreed 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.

(16) THAT it has been also specifically agreed and understood by the Purchaser that the Vendor has reserved the right to take up the construction of upper floors if it is permitted by the Nagpur Improvement Trust/Nagpur Municipal Corporation by consuming TDR. In such eventually the proportionate undivided share pertaining to each family unit shall be proportionately reduced. The Vendor hereby undertakes to execute and register proper Correction Deed to Deed of Declaration.

(17) THAT it is expressly understood by the Purchaser that the entire Terrace/Top of the building shall exclusively belong to the Vendor and No Unit/Chamber Owners shall have right over the said Terrace. The Vendor alone shall be entitled for beneficial use and occupation of the same having rights to let-out the same or dispose off/sale in the manner it desires including erection of Telecom Towers & Equipments etc. The Rent/Sale Consideration of the same shall always belong to the Vendor.

(18) THAT the Vendor also undertakes to obtain approval to the building plan and execute correction deeds whenever necessary well in goodtime so that the Purchaser's interest is entirely protected.

(19) THAT the Purchaser shall individually pay all Corporation Taxes and cesses etc. as may be levied on the Commercial Block/Unit chosen by her/him with effect from the date of registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

(20) THAT the Vendor shall deliver the actual possession of the said undivided share and interest in the said Plot of land and **Commercial Block/Unit No.** _____ on the _____ **FLOOR** hereby agreed to be sold to the Purchaser or her/his nominees 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 Plot of land jointly with the other Co-owners thereof and the Commercial Block/Unit chosen by her/him absolutely with heritable and transferable rights therein.

(21) THAT the Purchaser hereby agreed not to occupy the said Commercial Block/Unit without prior written permission of the Vendor else she/he shall be treated as a trespasser.

(22) THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration fees, payment of Sales Tax, Service Tax, and all other taxes and cesses etc. that may be levied and payable at the time of Registration from her/him, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. superstructure comprising **Commercial Block/Unit No. _____** on the _____ **FLOOR** in favour of the Purchaser or her/his nominee(s) 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 Commercial Block/Unit chosen by her/him to the Vendor.

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

(24) THAT the Purchaser shall pay proportionate share of Ground Rent 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.

(25) THAT it is understood by the Purchaser that the Vendor shall display any type of board, signs, banners etc. in respect of the construction on said sight only 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 shall the Purchaser demand any rent etc. for any signs displayed by it.

(26) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C and Brickwork. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(27) 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 Commercial Block/Unit 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 Commercial Block/Unit and it shall also see that are properly working at the time of installation.

(28) 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.

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

(30) 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 term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Commercial Block/Unit, (C) To settle the complaints 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 the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. That 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.

(31) THAT all the provisions of Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

(32) THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty, Registration Fees and other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

(33) THAT the Vendor hereby consents with the Purchaser that there are not any pending litigation in respect of the said property in any court.

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

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED 20 PERCENT share and interest in **ALL THAT** Piece of Parcel of Land bearing **Plot No. 26**, admeasuring about **540.00 Sq. Mtrs., (OR 5812.56 Sq. Ft.)**, being a part and portion of the entire land bearing Kh. Nos. 11 and 12 of **MOUZA – PARSODI**, P.S.K 44, bearing City Survey No. 193, Chalta No. 10, Sheet No. 194-A/12, bearing Municipal Corporation House No. 1341, situated at sanctioned layout in Civil Station Expansion Scheme, popularly known as Naik Layout, Subhash Nagar, Nagpur in Ward No. 74, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District – NAGPUR and bounded as under:-

ON THE EAST	-	BY PLOT NOS. 34 & 35
ON THE WEST	-	BY ROAD
ON THE NORTH	-	BY PLOT NO. 25
ON THE SOUTH	-	BY PLOT NO. 27

SECOND SCHEDULE REFERRED TO ABOVE

(COMMERCIAL)

ALL THAT R.C.C. Superstructure comprising **Commercial Block/Unit No./Name** _____ on the _____ **FLOOR** of the building to be known and styled as "**ADISUN AVENUE**" proposed to be constructed on the aforesaid Plot of land covering a **Carpet Area of 133.78 Sq. Mtrs., Built-up area of 144.461 Sq. Mtrs.** excluding any share in staircase and common area.

IN WITNESS WHEREOF the **VENDOR** and the **PURCHASER** herein above named have fully examined and read over this **AGREEMENT TO SELL** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1) _____

**FOR M/S. ADISUN BUILDCON
PRIVATE LIMITED
(ADITYA VIJAY SALANKAR)**

Director

VENDOR

(_____)

PURCHASER



ADISUN
BUILDCON Pvt. Ltd.
Project Management Consultants

SAMPLE ALLOTMENT LETTER

TO,

Date:- .././

Dear Sir/Madam,

This is to confirm that, you have been allotted unit on floor, in our scheme called "ADISUN AVENUE", situated at plot no.26,khasara no.11& 12,mouza parsodi, C.S.No.193, sheet no.194 A/12, Ward no 74, Subhash Nagar,Nagpur.

This letter confirms the allotment of unit atfloor.

Yours Truly

FOR ADISUN BUILDCON PVT.LTD.

ADISUN BUILDCON PVT.LTD,

Authorised Signatory

DIRECTOR

For RERA Registration
Adm
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