AGREEMENT TO SELL
FOR Rs. ONLY
(RUPEES ONLY)
MARKET VALUE Rs. ONLY

This "**AGREEMENT TO SELL**" is executed at **NAGPUR** on this _____**DAY** of **_____**, **2023,BETWEEN**

(1) SHRI. VIKAS S/o ANANT LIMAYE, Aged 70 Years, Occupation – Retired**(PAN AALPL6677P & AADHAR 7016 3675 8979)**; (2) MRS. SMITA W/o PUNDALIK MENGHAL, Aged 65 Years, Occupation - Housewife **(PAN ABUPM3371M & AADHAR 5673 6868 0664)**; (3) SHRI. VINODKUMAR S/o ROSHANLAL GAUTAM, Aged 76 Years, Occupation – Retired **(PAN ABFPG2040L & AADHAR 2017 8903 8487)**; (4) SHRI. VIKAS S/o YADAVRAO GOVERDHAN, Aged 74 Years, Occupation - Retired **(PAN AIJPG3862B & AADHAR 9470 5409 3099)**; (5) SHRI. TARUVAI GOPALKRISHNAN KUMAR S/o TARUVAI GOPALAKRISHNAN, Aged 70 Years, Occupation - Retired **(PAN AARPT0807H & AADHAR 9704 5699 8243)**; (6) SHRI. TANGIRALA SOMAYAJULU S/o TANGIRALA VENKATA SUBBARAO, Aged 78 Years, Occupation – Retired **(PAN AARPT4836G & AADHAR 2435 9182 3332)**; (7) SHRI. AYAKKAD S/o SUBRAMANIAN BALASUBRAMANIAN, Aged 69 Years, Occupation – Retired **(AADHAR 7832 6651 6580)**; (8) MRS. MADHUR W/o PRABHATNATH TANDON, Aged 67 Years, Occupation – Housewife **(PAN ABRPT1866B & AADHAR 8377 0595 9878)**; (9) SHRI. RAJU S/o WASUDEORAO HIWALE, Aged 63 Years, Occupation - Retired **(PAN AAHPH5094A & AADHAR 4417 9762 5170)**; (10) SHRI. RAJENDRA S/o PRABHAKAR DESHPANDE, Aged 66 Years, Occupation - Agriculturist **(PAN AFBPD1019G & AADHAR 8556 6519 3154)**, the aforesaid Nos. 1 to 10all Residents of Plot No. 903-B, Khare Town, Dharampeth, Nagpur-440010, Tahsil and District – NAGPUR;(11) SHRI. VIDYADHAR S/o GANESHRAO NIMBALKAR, Aged 65 Years, Occupation - Retired **(PAN AAHPN5715G & AADHAR 7552 2658 3186)**; (12) SHRI. SHYAMSUNDER S/o NILKANTH KHARDENAVIS, Aged 89 Years, Occupation - Retired **(PAN BJNPK7558Q & AADHAR 3987 0531 0151)**; (13) MRS. VAISHALI W/o PRAKASH SENAD, Aged 72 Years, Occupation - Housewife **(PAN AFCPS4677J & AADHAR 8799 4750 7462)**; (14) SHRI. AMIT S/o PRABHAKAR NIMBALKAR, Aged 41 Years, Occupation - Service **(PAN AEQPN2445C & AADHAR 2505 7347 7016)**; AND (15) SHRI. VASANTRAO S/o JAGOJI ANWANE, Aged 67 Years, Occupation - Retired **(PAN ASLPA9606R & AADHAR 5905 3558 7157)**, the aforesaid Nos. 11 to 15all Residents of Pranav Apartments, Plot No. 393-A, Barlinge Road, Khare Town, Dharampeth, Nagpur-440010, Tahsil and District - NAGPUR, all acting through their duly Constituted Attorney M. KULKARNI BUILDERS AND INFRA-STRUCTURE PRIVATE LIMITED **(PAN AAECM3871A)** represented through its Director SHRI. MILIND S/o MADHUKARRAO KULKARNI, Aged 56 Years, Occupation – Business, Resident of 168, Chhatrapatinagar, Nagpur-440015, Tahsil and District – NAGPUR **(PAN ABKPK3427E &AADHAR 8133 4762 4176)**, hereinafterall jointly called the VENDORS, which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDORS, as well as, their respectiveheirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

MRS./SHRI. _____ W/o-S/o _____, Aged ____ Years, Occupation - _____, Resident of _____, Nagpur, 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 SECOND PART.

AND

M. KULKARNI BUILDERS AND INFRA-STRUCTURE PRIVATE LIMITED, **(PAN AAECM3871A)** A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U-45 200 MH 2005 PTC 155783 Dated 31-8-2005, having its Office at 168, Chhatrapatinagar, Nagpur and acting through its Director SHRI. MILIND S/o MADHUKARRAO KULKARNI, Aged 56 Years, Occupation – Business, Resident of 168, Chhatrapatinagar, Nagpur-440015, Tahsil and District – NAGPUR **(PAN ABKPK3427E &AADHAR 8133 4762 4176)**, hereinafter called the CONFIRMING PARTY/PROMOTER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the THIRD PART.

WHEREAS in pursuance of the said Agreement the Confirming Party/Promoter has accordingly prepared a Plan of a Complex proposed to be constructed on the said Plot Nos. 903-B and 393-Aand to be collectively known and styled as “MK ALTAMOUNT” and the same is duly sanctioned by the _____ of Town Planning of the Nagpur Municipal Corporation vide his Building Permit No. _____ Dated _____. The Confirming Party has loaded T.D.R./Additional F.S.I. of _____ Sq. Mtrs. on the proposed Complex. Shri. _____ S/o _____, Resident of _____, Nagpur bearing Registration No. CA/____/_____ has been appointed as an Architect of the proposed Project; AND

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

WHEREAS the Vendorsand the Confirming Party do hereby jointly and severally declare that the aforesaid property is absolutely free from encumbrances of all kinds whatsoever. The said property is Freehold land. The Confirming Party has not availed any Project Finance/any Financial assistance against the aforesaid property from any Financial Institutions; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors’ title to the said property as good, valid and marketable. The Confirming Party has given the inspection of all the relevant title deeds, legal papers, sanctions and permissions accorded by the sanctioning authority to the proposed project to the Purchaser to her/his full satisfaction; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Building. The Purchaser has satisfied herself/himself regarding the Carpet Area of the proposed Apartment and proportionate share in land to be allotted to such Apartment by the Confirming Party; AND

WHEREAS the Purchaser being desirous of owning anApartment in the said Multistoreyed Building proposed to be constructed on the said Plot Nos. 903-B and 393-Afor her/hisResidential Use with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Plot Nos. 903-B and 393-ATOGETHERWITH the entire R.C.C. Superstructure comprisingApartment No. _____ on the _____ FLOOR in Building No. ____ out of the proposed Complex to be known and styled as “MK ALTAMOUNT” and after detailed negotiations she/he has also specifically and unconditionally agreed to pay, provide and contribute the entire agreed cost of construction of the saidApartment to the Confirming Party; AND

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

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

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THOSE Pieces and Parcel of land bearing Plot Nos. 903-B and 393-A containing by total admeasurement 1023.758 Sq. Mtrs. (i.e. 696.75 Sq. Mtrs. + 327.008 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 172 of Mouza –LENDHRA TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. (Carpet area as per RERA is _____ Sq. Mtrs.) on the _____ FLOOR in Building No. _____out of the proposed Complex to be known and styled as“MK ALTAMOUNT” alongwith Covered Parking for 1 Car allotted to the said Apartment,bearing Corporation House Nos. 350, 350/A/1, 350/A/2, 350/A/3, 350/A/4, 350/A/5, 350/A/6, 350/A/7, 350/A/8, 350/A/9, 349/1, 349, 349/3, 349/4, 349/5 and 349/6, City Survey Nos. 124 and 123/2 and Sheet No. 25/19 of Mouza – LENDHRA, situate at Barlinge Road, Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPURand 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 Confirming Party 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 :

The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

_____

Rs. _____ (TOTAL RUPEES _____ ONLY).

The aforesaid total sale consideration is exclusive of the charges for Deposits and installations of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. which will be separately borne and paid in full by the Purchaser to the Confirming Party on demand and shall always indemnify the Confirming Party against such payments/dues/penalties etc.The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Promoter Party and to credit the same in the appropriate account of Income Tax Department.

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

1. **THAT** the Vendors hereby affirm and confirm that the property hereby agreed to be sold to the Purchaser is its self acquired and self owned property, belonging to

them alone and they further affirm and confirmthat 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 Vendors/Promoter hereby affirm/s and confirm/s that they/it has legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser and they/it have/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 Vendors/Promoter hereby affirm/s and confirm/s 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 Vendors/Promoter and which legally prohibits the Vendors/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 Vendors/Promoter hereby affirm/s and confirm/s that prior to execution / registration of this Agreement to Sell, they/it have/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 Vendors/Promoter further affirm/s and confirm/s that in future if they/it are/is revealed that the Vendors/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 Vendors/Promoter hereby affirm/s and confirm/s 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 Vendors/Promoter further affirm/s and confirm/s 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 Vendors/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 Vendors/Promoter affirms and confirms that they/it have/has absolute legal right and authority to develop the said Project Land into a multi-storied **Apartment** scheme without any let, hindrances or interference from any person/s and that they/it have/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 Vendors/Promoter affirms and confirms that they/it have/has absolute legal right and authority to enter into this Agreement to Sell and it has not committed oromitted to perform any act or thing, whereby the right, title and interest of the Purchasercreated herein, may prejudicially be affected.

7. **THAT** the Vendors/Promoter agrees, affirms and confirms that they/it shall pay Non – Agricultural Taxes, Municipal Corporation Taxes, Electricity & Water bills, 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.On obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed Complex shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. **THAT** the Vendors/Promoter agree/s, affirm/s and confirms that they/it have/haslawfulrightsandrequisiteapprovalsfromlocal 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 Vendors/Promoter hereby agrees and affirms toobserve,perform and comply with allthe terms,conditions, stipulations and restrictions if any, which may have been imposed by theNagpur 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 Vendors/Promoter affirm/s and confirm/s that allpermits, approvals,

permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, Residential Buildingare valid and subsisting and havebeen obtained by following due process of law.The Vendors/Promoter affirms and confirms that allpermits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land and buildingshall be obtained by following due process of law and that theVendors/Promoter has been and shallat all times herein afterwards remain to be in compliance withallapplicable laws concerning the said project land and building and common areas and facilities therein.

10. **THAT** the Vendors/Promoter agree/s, affirm/s and confirm/s that the total sales consideration cost of the said **Apartment**is escalationfree, save and except escalations/increases, due to increaseon account of development charges, costs or levies payable to local bodies, government and statutory authorities and/or any otherincrease in charges which may be levied or imposed by local bodies, government and statutory authorities from time to time in future. The Vendors/Promoterundertakes and agrees that whileraising a demand on the Purchaser for increase in development development charges, costs or levies imposedby local bodies, government and statutory authorities,theVendors/Promoter shallencloserelevant Government Resolution (G.R.) / Notification / Order / Rule / Regulation published/issued inthat behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable onsubsequent payments.

11. **THAT** the Vendors/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 Vendors/Promoter on account of installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, Goods & Services Tax, Stamp duty, Registration charges, Legal fees etc. areor any other taxes whichmay be leviedin connection with construction of the Purchaser's **Apartment**and the entire Project, paid or payable by the bytheVendors/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 Purchaser hereby authorizes theVendors/Promoterto adjust/appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, asthe Vendors/Promoter may in its sole discretion deem fit and the Purchaser undertakes not toobject/demand/direct the Vendors/Promoterto adjust his due installments / balance sales consideration amount in any manner.

13. **THAT** the Vendors/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 Purchaseragrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other duespayable by him strictly on due stages and due dates to asstipulated 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 amounton due stages and due dates, as the case may be, then the Vendors/Promoter mayat 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) percentper AnnumABOVE, the then prevailing Prime Lending Rate (P.L.R.)of State Bank of Indiaon 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 Vendors/Promoter.

14. **THAT** the Purchaser agrees, affirms and confirmsthat without prejudice to right of the Vendors/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 ofdue and payable installments / balance sales consideration amount,the Vendors/Promoter may / shall at its own option, may terminate / cancel this Agreement to Sell, provided that the Vendors/Promoter shall give Notice of 15 (Fifteen)days in writing to the PurchaserbyRegistered 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 Vendors/Promoter has intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirmsthat if the he fails to rectify the breach mentioned in the said Notice by theVendors/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 Vendors/Promoter, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the Vendors/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 Vendors/Promoter in any court of law, forum or authority.

15. **THAT** the Purchaser agrees, affirms and confirmsthat upon termination / cancellation of this Agreement to Sell as aforesaid, the Vendors/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 Vendors/Promoter, from the installments / amount which would have been paid by the Purchaser to the Vendors/Promoter till then and the said amount will be appropriated by the Vendors/Promoter on account of liquidated damages, loss of interest and opportunity, sustained by the Vendors/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 Vendors/Promoter to the Purchaser within a period of30 (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 Vendors/Promoterandthe 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 Vendors/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 Vendors/Promoter and the Purchaser. In such circumstances, the Vendors/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.

16. **THAT** the Vendors/Promoter agree/s, affirm/s and confirm/s 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 Vendors/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 Vendors/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 Vendors/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.

17. **THAT** subject to timely and prompt payment of balance installments / sales consideration amount by the Purchaser as stipulated herein above, Vendors shall complete construction of the **Apartment** as per agreed Specifications and hand over possession of the said **Apartment** to the Purchaser on orbefore ___ Day of _____,2026. If the Vendors/Promoter neglect, delay or fail to deliver possession of the said **Apartment** to the Purchaser within stipulated time, except due to reasons narrated in Clause No. 18 hereunder, the Vendors shall be liable to pay to thePurchaser (subject to condition that he does not intend to withdraw from the project), Interest @ 2% (Two) percentper AnnumABOVE, the then prevailing Prime Lending Rate (P.L.R.)of State Bank of Indiaon 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 Vendors/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 Vendors/ Promoter to refund all amount so paid by him and in those circumstances, the Vendors/ Promoter shall refund the entire amount with Interest @ 02% (Two) percentper AnnumABOVE, the then prevailing Prime Lending Rate (P.L.R.)of State Bank of Indiaso 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 Vendors/Promote.

18. THAT the 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) war, civil commotion or act of God or any pandemic situation like COVID-19 etc ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

19. **THAT** the Purchaser agrees, affirms and confirms that if the Vendors complete 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.

20. **THAT** the Purchaseragrees, affirms and confirms that the Vendors/Promoter have/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 Vendors/Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaserafter the construction of the building is complete and the occupancy certificate isgranted by the Nagpur Municipal Corporation or other Competent Authority by furnishing details of changes, if any, in theCarpet 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 anyreductionin the Carpet Area within the defined limit, then Vendors/Promoter shall refund theexcess money paid by Purchaser within 45 (Forty - Five) days with Simple Interest @ 2% (Two) percentper AnnumABOVE, the then prevailing Prime Lending Rate (P.L.R.)of State Bank of Indiafrom the date when such an excess amount was paid by thePurchaser. If there is any increase in the Carpet Area agreed to be sold to the Purchaser, the Vendors/Promoter shalldemand additional amount from the Purchaser as per next milestone of the PaymentPlan 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.

21. **THAT** the Purchaser agrees, affirms and confirmsthat mere forwarding or handing over of this Agreement to Sell by theVendors/Promoter to the Purchaser

does not create any bindingobligationon part of the Vendors/Promoter or the Purchaseruntil, firstly, the Purchaser signsand delivers this Agreement to Sell along with all Schedules together with payments due asstipulated in Schedule – "E" of Payment Plan within 30 (Thirty)days from the date of receipt by thePurchaser and secondly, appears he for registration of the same before concerned Sub–Registrar Office as and when intimated by the Vendors/Promoter. The Purchaser further agrees, affirms and confirmsthat if he fails to executeand deliver this Agreement to Sell to the Vendors/Promoterwithin 30 (Thirty) days from the date of itsreceipt and/or fails to appear before concerned Sub–Registrar Officefor its registration asand when intimated by the Vendors/Promoter, then the Vendors/Promoter shall serve a letter / notice to thePurchaser 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 Vendors/Promoter without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said **Apartment**.

22. **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 Vendors/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 Vendors/Promoter.

23. **THAT** the Purchaseragrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of **"Mk Altamount"**Residentialbuilding, the Purchaser shall not insist or demand the Vendors/Promoter to make any external or internal structural changes or deviations or material alterations in**"Mk Altamount"**Residentialbuilding or in the **Apartment** hereby agreed to be sold to the Purchaser.

24. **THAT** the Purchaseragrees, affirms and confirms that the Vendors/ Promoter shall be exclusive in-charge of construction of **Apartment** agreed to be sold to the Purchaser and the entire **"Mk Altamount"**Residential 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 Purchaserfurther 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 Vendors/Promoter.

25. **THAT** theVendors/Promoter agrees, affirms and confirmsthat he shall within 3 (Three)Months from the date of registration of the Association, as aforesaid, cause to be transferred to the Associationallrights,titleandtheinterestofthe Vendors/Promoter and / or the Owners in the said Building.

26. **THAT** thePurchaser agrees, affirms and confirmsthat within 15 (Fifteen)days time from the date of receipt of written letter / communication as aforesaid from the Vendors/Promoter intimating that the said **Apartment**is ready for useand occupancy, the Purchaser shall be liable to bear and paythe 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 **"Mk Altamount"**Residential 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 watercharges,insurance,commonlights,repairsandsalariesofclerks,billcollectors, watchman,sweepersandallotherexpensesnecessaryandincidentaltomanagement and maintenance of the said **Apartment**. The Purchaseragrees, affirms and confirms that the Vendors/Promoter has specifically made him aware that the Vendors/Promoter will provide common Water Meter connection for common use of all **Apartment** owners / lawful occupiers / possessors in **"Mk Altamount"**Residential building, under _____ category and the Purchaser shall pay proportionate charges of Water Bills along with other **Apartment** owners / lawful occupiers / possessors in **"Mk Altamount"**Residential building.

27. **THAT** the Vendors/Promoterupon 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 / Promotershall 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 Vendors/Promoter agrees and undertakes to indemnify thePurchaserincaseoffailureoffulfilmentofanyofthe provisions, formalities,documentation on part of the Vendors/Promoter. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenancecharges as determined and demanded by the Vendors/Promoter or**"Mk Altamount"**Residential buildingAssociation, as the case may be.The Vendors/Promoter shall as far as possible, on its behalf offer physical possessionof the said **Apartment**to the Purchaser in writing within7(Seven)days time from the date of of receiving Occupancy / Completion Certificate of the said **Apartment**or Project. Similarly, the Purchaser

shall take physical possessionof the said **Apartment**within 15 (Fifteen)days time from the date of receipt of written letter / communication as aforesaid from the Vendors/Promoter intimating that the said **Apartment**is ready for useand occupancy.

27A. Procedure for taking possession – The Promoter upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing or through email, the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 3 months (Three Months) from the date of issue of such notice and the Promoter shall give possession of the said Shop to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or Association of Apartment Owners, as the case may be.

27B. **That the Promoter shall ensure that project land shall be conveyed by way of Conveyance Deed, if required by Law, to the Association of Apartment Owners within 3 months from obtaining Occupancy Certificate from the sanctioning authority.Society Formation shall be formed within a period of three months of the majority (51%) of allottees having booked their plot or apartment or building.**

28. **THAT** upon receiving a written letter / communication as aforesaid from the Vendors/Promoter, the Purchaser shall take possession of the said **Apartment**from the Vendors/Promoter by executing necessary indemnities, undertakingsand such other documentation as prescribed in this Agreement to Sell and the Vendor / Promoter shall deliver possessionof the said **Apartment**tothe Purchaser. That in case if the Purchaser fails totake possession within stipulated time, even then the Purchaser shallbe liable to pay lifetime / annual / quarterly / monthly Maintenancecharges as determined and demanded by the Vendors/Promoter or**"Mk Altamount"**owners Association, as the case may be.The Purchaser further agrees, affirms and confirmsthatuntil any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the Vendors/Promoter such proportionate share ofoutgoings as may be determined and demanded by the Vendors/Promoter. The Purchaser further agrees that till the Purchaser's shareis so determined the Purchasershall pay provisional monthly contributionof Rs. 1,000/- per Month on account of outgoings to the Vendors/Promoter. The amounts so paid by the Purchaser totheVendors/Promoter shallnotcarryanyinterestandremainwiththeVendors/Promoter until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said **Apartment**/ Wing / Building / Project is executed by the Vendors/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 overby the Vendors/Promoter to the Society or Association, as the case may be.

29. **THAT** thePurchaser agrees, affirms and confirmsthat he has agreed to purchase the said **Apartment**for Residential purpose only and therefore the Purchaser shall use the **Apartment**or any part thereof orpermit the same to be usedfor residential purposeonly 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.

30. **THAT** thePurchaser agrees, affirms and confirmsthat he along with other Purchaser/s of **Apartment** in **"Mk Altamount"**Residential Building, shall join informing and registering the Society or Association under the name, head and style as **"Mk Altamount"**owners 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 formationand registering of the Society or Association. The Purchaser shall also from time to timesign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings for becoming Member including byelawsof the proposed Society or Association and duly fill in, sign and return to the Vendors/Promoter within 7 (Seven)days of the same being forwarded by the Vendors/Promoter to the Purchaser, so as to enable theVendors/Promoter to registerSociety or Association for the Purchaser and other **Apartment**owners in **"Mk Altamount"**ResidentialBuilding. ThePurchaser agrees, affirms and confirmsthat he shall raise no – objection if any, changes or modifications are made in the draft byelaws, as may be required by the Registrar ofCo-operative Societiesor any otherCompetent Authority.

31. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatwherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any paymentin common with other Purchaser/s in the building / project, the same shall be in proportion to CarpetAreaofthe said **Apartment**tototalCarpetAreaofall**Apartment**in the building / project.

32. **THAT** theVendors/Promoter agrees, affirms and confirmsthatit shall maintain a separate Bank Account in respect of sums received by theVendors/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 Vendors/Promotershall utilize the said amounts only for those purposes for which they have been received.

33. **THAT** thePurchaser agrees, affirms and confirmsthattill Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his **Apartment**is executed by the Vendors/Promoter and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Vendors/Promoter in favour of the Association / Society, the Purchaser shall permit theVendors/Promoter and / orits authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his **Apartment**and upon the said **Residential Building** or any part thereof, at all reasonable timesto view and examine ongoing construction activities and other state and condition thereof in the said **Residential Building**.

34. **THAT** theVendors/Promoter hereby declares that the Floor Space Index available as on date in respectof the project land is in Ratio as per sanction Building Plan only and Vendors/Promoterhas planned toutilize Floor Space Index of Nil by availing of (Transferable Development Rights)T.D.R. or Floor Space Index (F.S.I.) available on paymentof premiums or F.S.I. available as incentive F.S.I. by implementing various scheme asmentioned in Regional Development Plan or Development Control Rules and Regulations or based on expectation of increasedF.S.I.whichmaybeavailableinfutureonmodificationof Regional Development Plan or DevelopmentControl Rules and Regulations, which are applicable to the said Project. The Vendors/Promoter has disclosed theF.S.I.of Nil as proposed to be utilized by it on the project land inthe said Project and Purchaser has agreed to purchase the said **Apartment**based on theproposed construction and sale of **Apartment**to be carried out by the Vendors/Promoter byutilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shallbelong to and vest with the Vendors/Promoter only.

35. **THAT** theVendors/Promoter agrees, affirms and confirmsthatafter 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, thennotwithstanding anything contained in any other law for the time being in force, suchmortgage or charge shall not affect rights and interest of the Purchaser.

36. **THAT** the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaserdemises 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 Vendors/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.

37. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatall Notices / Letters / Correspondences required to be served on the Vendors/Promoter and the Purchaser as contemplated by thisAgreement 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:-

Promoter's Notified Address:

M. KULKARNI BUILDERS AND INFRA-STRUCTURE PRIVATE LIMITED,

Plot No. 168, Chhatrapatinagar, Nagpur-440022

Purchaser's Notified Address:

Mrs/Shri. _____

Resident of _____,

Purchaser's Notified E-Mail Id:_____

38. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthat 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 Vendors/Promoter or the Purchaser, as thecase may be. It is hereby clarified that in case, if there are several or joint Vendors/Promoter or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by theVendors/Promoter to the Purchaser and vice –versa, whose name appears first and at the address given byhim / her, which shall for all intents and purposes to consider as properly served onall the Vendor / Promoter and the Purchaser.

39. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatthe execution of this Agreement to Sell shall be complete only upon its execution bythe Vendors/Promoter itself or through its Authorized Power of Attorney Holder/s or Authorized Signatories at the Vendor / Promoter'sOfficeor atsome other place, which may be mutually agreed between the Vendor / PromoterandthePurchaser, after thisAgreement to Sell is duly executed by the Purchaser andthe Vendor / Promoter and simultaneously this Agreement to Sell shall beregistered before competent Sub-Registrar.It is further agreed that the Vendor / Promoter and / or the Purchaser shallpresentthisAgreement to Sell at the proper registration office for its registration withintime limit prescribed under the **Registration Act, 1908** and the Vendor / Promoter and the Purchaser shall attend suchregistration office and admit execution thereof.

40. **THAT** theVendors/Promoter agrees, affirms and confirmsthat Agreement to Sell,alongwithitsSchedulesandAnnexures,constitutestheentireAgreement to Sell between the parties with respect to subject matter hereof and supersedesany and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to theShop.

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

42. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatif any provision of this Agreement to Sell shall be determined to be void or unenforceableunder the **Real Estate (Regulation and Development) Act, 2016**, Rules and Regulationsmade thereunder or under other applicablelaws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so faras 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, thereunderor theapplicable laws, as the case may beand the remaining

provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of thisAgreement to Sell.

43. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatall theprovisions 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.

44. THAT the Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration under Section 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.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 interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.The available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owner

45. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthatthey shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments andactions specifically provided for herein, as may be reasonably required in order toeffectuate the provisions of this Agreement to Sell or of any transaction contemplatedherein or to confirm or perfect any right to be created or transferred hereunder orpursuant to any such transaction.

45. **THAT**theVendors/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.

46. **THAT** the Purchaseragrees, 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 Purchaseragrees, 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 **"Mk Altamount"**ResidentialBuilding.

47. **THAT** the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm thatthe original copy of this Agreement to Sell, duly signed, executed and registered by the Vendors/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.

48. **THAT** theVendors/Promoter and the Purchaser mutually agree, affirm and confirmthat 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 toMaharashtra Real Estate Regularity Authority for redressal of his / her / their grievances or disputes under provisions of the **Real Estate(Regulationand 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 shallbe construed and enforced in accordance with laws of India for timebeing 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 thatthis 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.**

49. **THAT** the Vendors/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.

50. **THAT**the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that any inadvertent or typographical mistake, mis-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 theVendors/Promoter and the Purchaser.

51. **THAT** the Vendors/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

THE UNDIVIDED _____ PERCENT share and interest inALL THOSE Pieces and Parcel of land bearing Plot Nos. 903-B and 393-A containing by total admeasurement 1023.758 Sq. Mtrs. (i.e. 696.75 Sq. Mtrs. + 327.008 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 172 of Mouza – LENDHRA,bearing Corporation House Nos. 350, 350/A/1, 350/A/2, 350/A/3, 350/A/4, 350/A/5, 350/A/6, 350/A/7, 350/A/8, 350/A/9, 349/1, 349, 349/3, 349/4, 349/5 and 349/6, City Survey Nos. 124 and 123/2 and Sheet No. 25/19 of Mouza – LENDHRA, situate at Barlinge Road, Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR and bounded as under :-

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

SCHEDULE –"B"

DESCRIPTION OF APARTMENT

ALL THAT R.C.C. Superstructure comprising Apartment No. ____ on the _____ FLOOR of a building proposed to be constructed on the aforesaid Plot Nos. 903-B and 393-Aout of the proposed Complex to be known and styled as "MK ALTAMOUNT"covering a Built-up area of _____ Sq. Mtrs. (Carpet area as per RERA is _____ Sq. Mtrs.) alongwith _____ Space/s for Two/Four Wheeler Parking allotted to the said Shop including/excluding share in Staircase and Balconies for Upper Floors..

IN WITNESS WHEREOF the **VENDORS/PROMOTER** and the **PURCHASER** 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.

WITNESSES :

(1) _____ **(MILIND MADHUKARRAO KULKARNI)**
Director of
M. KULKARNI BUILDERS AND
INFRA-STRUCTURE PRIVATE LIMITED
As a duly Constituted Attorney for
the Vendors abovenamed.
VENDORS

(2) _____ **(_____)**

PURCHASER

FOR M/S M. KULKARNI BUILDERS AND
INFRA-STRUCTURE PRIVATE LIMITED

(MILIND MADHUKARRAO KULKARNI)
Director
CONFIRMING PARTY/PROMOTER

LIST OF ANNEXURE

Annexure “A”	:	Property Card
Annexure “B”	:	Building Commencement Certificate
Annexure “C”	:	Sanctioned Plan of the Project
Annexure “D”	:	Copy of Floor Plan.
Annexure “E”	:	Authenticated copy of Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

DRAFT

NOTE : THIS DRAFT IS PREPARED AS PER THE MODEL AGREEMENT (GUIDELINES) AS PROVIDED UNDER MAHA RERA RULE 10(1), HOWEVER THE SAME SHALL BE SUBJECT TO CHANGE AS PER THE REQUIREMENTS OF THE PARTIES HERETO. ANY MAJOR CHANGES, IF SO MADE, SHALL BE UPLOADED IN DUE COURSE OF TIME ON THE MAHARERA WEBSITE.

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