

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) SMT. MUKTA Wd/o LATE SHRI. CHANDRAKANT BARVE, Aged 71 Years, Occupation – Housewife (**PAN AUBPB8152B & AADHAR 9613 7192 9466**); (2a) SMT. SMITA Wd/o LATE SHRI. SUBHASH BHALERAO, Aged 74 Years, Occupation – Housewife (**PAN ALHPB0609G & AADHAR 5478 1839 2501**); (2b) MRS. POONAM W/o DILIP RAJURKAR, Aged 47 Years, Occupation - **Housewife (PAN AYKPR0705P & AADHAR 7103 8915 7639)**; (3) SHRI. SUDHIR S/o KESHAO VAKIL, Aged 68 Years, Occupation - Retired (**PAN AAUPV8920E & AADHAR 7302 8322 9812**); (4) SHRI. VINAY S/o VASANT TATWAWADI, Aged 58 Years, Occupation - Service (**PAN AAIPT8534A & AADHAR 2483 0766 4576**); (5) SHRI. KUNJBIHARI S/o HARIKISANDAS PARIKH, Aged 70 Years, Occupation - Retired (**PAN ACBPP3944P & AADHAR 5295 1184 0399**); AND (6) SHRI. HARISH KUMAR S/o HARIKISAN PARIKH, Aged 77 Years, Occupation - Retired (**PAN ABIPP1597N & AADHAR 9873 8799 9950**), All Residents of Plot No. T-4, Behind Suyog Mangal Karyalaya, Kanchan Trushna Housing Society, Laxminagar, Nagpur-440022, Tahsil and District – NAGPUR, all acting through their duly Constituted Attorney M/S. J. D. BUILDCON PRIVATE LIMITED (**PAN AACCJ2285R**) represented through its Directors (1) SHRI. MAHESH S/o SHARADRAO DANDE, Aged 54 Years, Occupation – Business, Resident of Apartment No. 901, Tulip, Plot No. 187, Dharampeth Extension, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR (**PAN ABMPD6924H & AADHAR 2280 7030 6376**); AND (2) SHRI. SANJAY S/o LATE SHRI. SURESH JOSHI, Aged 55 Years, Occupation - Business, Resident of 36, Tilaknagar, Nagpur-440010, Tahsil and District - NAGPUR (**PAN ABLPJ1602R & AADHAR 3807 0576 6187**), hereinafter all 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 respective heirs, 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/S. J. D. BUILDCON PRIVATE LIMITED (**PAN AACJ2285R**), A Company duly Incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U70102MH2009PTC196038 Dated 24-9-2009 having its Registered Office at M-007, Suprabhat Sankul, Buty Layout, Dharampeth Extension, Nagpur-440010 and acting through its Directors (1) SHRI. MAHESH S/o SHARADRAO DANDE, Aged 54 Years, Occupation – Business, Resident of Apartment No. 901, Tulip, Plot No. 187, Dharampeth Extension, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR (**PAN ABMPD6924H & AADHAR 2280 7030 6376**); AND (2) SHRI. SANJAY S/o LATE SHRI. SURESH JOSHI, Aged 55 Years, Occupation - Business, Resident of 36, Tilaknagar, Nagpur-440010, Tahsil and District - NAGPUR (**PAN ABLPJ1602R & AADHAR 3807 0576 6187**), 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 ALL THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9, bearing City Survey No. 151 and Sheet No. 84/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Kanchan Co-operative Housing Society Limited, Nagpur, A Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 (XXIV of 1961) bearing Registration No. NGP/HSG/770 having its Office at Ramdaspath, Nagpur having purchased the same by it by a Sale Deed Dated 12-10-1979, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 4302 on even date; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron decided to develop the aforesaid Plot No. 4 in Block "T" into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Flats therein for the allotment to it's Shareholder Members; AND

WHEREAS accordingly it prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot of land and to be known and styled as "KANCHAN TRUSHNA" and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/7667/3532 Dated 13-8-1979; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Chandrakant S/o Govindrao Barve, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 520(P) on even date. The said Shri. Chandrakant S/o Govindrao Barve having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. A-2 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society

FOR DISCUSSION PURPOSE ONLY

Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Chandrakant S/o Govindrao Barve breathed his last on 10-10-2006 and consequent upon his death/demise the said Flat No. A-2 devolved upon his widow Smt. Mukta, only son Shri. Rakhal and only daughter Mrs. Nirguna W/o Ravindra Channe, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Rakhal S/o Late Shri. Chandrakant Barve and Mrs. Nirguna W/o Ravindra Channe lateron relinquished all their respective rights, title and interest in respect of the said Flat No. A-2 in favour of their Mother Smt. Mukta Wd/o Late Shri. Chandrakant Barve, the Vendor No. 1 hereinabovenamed, by 2 separate Deeds of Release Dated 12-3-2019, which are duly Registered in the Office of the Joint Sub-Registrar, Nagpur in Book No.1 at Sr. Nos. 792 and 967 respectively on even date; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Subhash S/o Dattatraya Bhalerao, by a Sale Deed Dated 23-11-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 521(P) on even date. The said Shri. Subhash S/o Dattatraya Bhalerao having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. A-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Subhash S/o Dattatraya Bhalerao breathed his last on 8-1-2014 and consequent upon his death/demise the said Flat No. A-1 devolved upon his widow Smt. Smita and only daughter Mrs. Poonam W/o Dilip Rajurkar, the Vendors No. 2a and 2b hereinabovenamed, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Sudhir S/o Keshao Vakil, the Vendor No. 3 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 349(P) on even date. The Vendor No. 3 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. B-2 covering a Built-up area of 74.32 Sq. Mtrs. on the First Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Vinay S/o Vasant Tatwawadi, the Vendor No. 4 hereinabovenamed, by a Sale Deed Dated 18-3-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 99(P) on even

date. The Vendor No. 4 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. B-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Ground Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Kunjbihari S/o Harikisandas Parikh, the Vendor No. 5 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 522(P) on even date. The Vendor No. 5 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. C-2 covering a Built-up area of 74.32 Sq. Mtrs. on the Second Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner the said Kanchan Co-operative Housing Society Limited, Nagpur lateron transferred the Undivided 1/6th share and interest in the said Plot No. T-4 by way of Sale to Shri. Harish Kumar S/o Harikisan Parikh, the Vendor No. 6 hereinabovenamed, by a Sale Deed Dated 23-1-1981, which is duly Registered in the Office of the Joint Sub Registrar-III, Nagpur in Book No. 1 at Sr. No. 523(P) on even date. The Vendor No. 6 having also paid, provided and contributed the entire agreed cost of construction of the Flat chosen by him bearing No. C-1 covering a Built-up area of 74.32 Sq. Mtrs. on the Second Floor of "Kanchan Trushna" to Kanchan Co-operative Housing Society Limited, Nagpur, he became an exclusive, absolute and full owner thereof with heritable and transferable rights therein. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the said Plot No. T-4 and exclusive, absolute and full Owners of their respective Flats with heritable and transferable rights therein and the same is also accordingly mutated in their respective names in all relevant records; AND

WHEREAS the aforesaid Building known and styled as "KANCHAN TRUSHNA" is now too old and it requires major repairs and renovations. Moreover the Vendors have found it expedient to demolish the existing building and to construct a New Building having all modern amenities and facilities. The Kanchan Trushna Condominium in its General Body Meeting held on 30-1-2022 has resolved for the re-development of the aforesaid property; AND

WHEREAS the Vendors lateron jointly decided to develop the aforesaid property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. And accordingly by an Agreement of Re-Development Dated 20-1-2023 they have entrusted the entire work of Development of the said property to M/s. J. D. Buildcon Private Limited, Confirming Party/Promoter hereinabovenamed upon the several terms and conditions contained therein. The said Agreement of Re-Development Dated 20-1-2023 is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. ____ on 9-2-203 on payment of requisite Stamp Duty of Rs. 39,50,950/- and Full Registration Fees of Rs. 30,000/- Only payable thereon. In pursuance of the said Agreement the Vendors have also executed a General Power of Attorney regarding the

FOR DISCUSSION PURPOSE ONLY

development of the said property in favour of Confirming Party/Promoter on 9-2-2023 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; AND

WHEREAS by the same Agreement the Vendors have further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual buyer as may be nominated by the Confirming Party/Promoter hereto; AND

WHEREAS in pursuance of the said Agreement the Confirming Party/Promoter has accordingly prepared a Plan of a Multistoreyed building proposed to be constructed on the said Plot of land and to be known and styled as " _____ APARTMENTS" and the same is duly sanctioned by the Assistant Director, Town Planning Department 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 Multistoreyed Building. M/s. _____, having its Office at _____, 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 Vendors and 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 an Apartment in the said Multistoreyed Building proposed to be constructed on the said Plot No. 4 in Block "T" for her/his Residential 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 No. 4 in Block "T" TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon

FOR DISCUSSION PURPOSE ONLY

and to be known and styled as “_____ APARTMENTS” 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 said Apartment to the Confirming Party; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors and 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 THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) (as per City Survey Records the area is 762.30 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9 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 of a building proposed to be constructed thereon and to be known and styled as “_____ APARTMENTS” alongwith Covered Parking for 1 Car allotted to the said Apartment, bearing Corporation House Nos. 368, 368/A, 368/B, 368/C, 368/D and 368/E, City Survey No. 151 and Sheet No. 84/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 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 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.

FOR DISCUSSION PURPOSE ONLY

- 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.

ALLOTMENT OF CAR PARKING : The aforesaid Apartment shall be allotted with _____ Covered Car Parking/s. The cost of Covered Car Parking is inclusive in the total sale consideration.

**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 confirm that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said property or part thereof.
2. **THAT** the 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 or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

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

9. **THAT** the Vendors/Promoter affirm/s and confirm/s that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, Residential Building are valid and subsisting and have been obtained by following due process of law. The Vendors/Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land and building shall be obtained by following due process of law and that the Vendors/Promoter has been and shall at

all times herein afterwards remain to be in compliance with all applicable 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 escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, government and statutory authorities and / or any other increase in charges which may be levied or imposed by local bodies, government and statutory authorities from time to time in future. The Vendors/Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed by local bodies, government and statutory authorities, the Vendors/Promoter shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

11. **THAT** the 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. are or any other taxes which may be levied in connection with construction of the Purchaser's **Apartment** and the entire Project, paid or payable by the by the Vendors/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 the Vendors/Promoter to adjust / appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, as the Vendors/Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the Vendors/Promoter to 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 Purchaser agrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by him strictly on due stages and due dates to as stipulated in **Schedule – "E"** of Manner of Payment herein above. The Purchaser agrees that if he neglects / delays / defaults / fails to due - balance installments / sales consideration amount on due stages and due dates, as the case may be, then the Vendors/Promoter may at its absolute discretion, grant maximum grace period of 15 (Fifteen) days for payment of each due / delayed installment and / or balance sales consideration amount, however in those circumstances, the Purchaser shall be liable to pay and he shall pay Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due and delayed installments / balance sales consideration amount for EVERY MONTH of delay from the date on which the

same has become due and payable for grace period and till the date, the due installments / balance sales consideration amount is / are finally paid by the Purchaser to the Vendors/Promoter.

14. **THAT** the Purchaser agrees, affirms and confirms that 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 of due 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 Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate / cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the Vendors/Promoter has intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirms that if the he fails to rectify the breach mentioned in the said Notice by the Vendors/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 confirms that 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 of 30 (Thirty) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur. It is hereby clarified and specified by the Vendors/Promoter and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur, then the 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 or before ____ 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 the Purchaser (subject to condition that he does not intend to withdraw from the project), Interest @ 2% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all amount paid by the Purchaser for EVERY MONTH of delay till the day of handing over possession and / or registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed. However, after lapse of 6 (Six) Months after expiry of stipulated period, even then, the 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) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India so received by it from the Purchaser within 30 (Thirty) days time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchaser, provided that a formal Deed of Cancellation of this Agreement to Sell shall be executed / registered by the Purchaser to/in favour of the 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 Purchaser agrees, 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 Purchaser after the construction of the building is complete and the occupancy certificate is granted by the Nagpur Municipal Corporation or other Competent Authority by furnishing details of changes, if any, in the Carpet Area, subject to a variation cap of 03% (Three Percent). The total price payable for Carpet Area shall be re-calculated upon confirmation by the Vendor / Promoter. If there is any reduction in the Carpet Area within the defined limit, then Vendors/Promoter shall refund the excess money paid by Purchaser within 45 (Forty - Five) days with Simple Interest @ 2% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area agreed to be sold to the Purchaser, the Vendors/Promoter shall demand additional amount from the Purchaser as per next milestone of the Payment Plan as stipulated in Schedule – “E” of Manner of Payment herein above. The Vendor / Promoter and the Purchaser mutually agree and confirm that all these monetary adjustments shall be made @ Rs. _____/- per Square Meters.

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

receipt and / or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Vendors/Promoter, then the Vendors/Promoter shall serve a letter / notice to the Purchaser rectifying and complying aforesaid default, however if the said is not rectified or complied by the Purchaser within 15 (Fifteen) days time from the date of receipt of the said letter / notice, the application of the Purchaser and provisional allotment of the said **Apartment** shall ipso-facto be treated as terminated / cancelled without any further letter / notice and subject to deduction of 10% (Ten) percent amount from the sum / amount paid or deposited by the Purchaser to / with the Vendor / Promoter in connection therewith shall be refunded by the 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 Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of “_____ **Apartments**” Residential building, the Purchaser shall not insist or demand the Vendors/Promoter to make any external or internal structural changes or deviations or material alterations in “_____ **Apartments**” Residential building or in the **Apartment** hereby agreed to be sold to the Purchaser.

24. **THAT** the Purchaser agrees, 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 “_____ **Apartments**” 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 Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other builder / developer / contractor thereby assigning the task of construction of his **Apartment** to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the Vendors/Promoter.

25. **THAT** the Vendors/Promoter agrees, affirms and confirms that he shall within 3 (Three) Months from the date of registration of the Association, as aforesaid, cause to be transferred to the Association all rights, title and the interest of the Vendors/Promoter and / or the Owners in the said Building.

26. **THAT** the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Vendors/Promoter intimating that the said **Apartment** is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the **Apartment**) all taxes, cesses, outgoings in respect of the said **Apartment** and the Project Land and “_____ **Apartments**” 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 water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to management and maintenance of the said **Apartment**. The Purchaser agrees, 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 “_____ **Apartments**” Residential building, under _____ category and the Purchaser shall pay proportionate charges of Water Bills along with other **Apartment** owners / lawful occupiers / possessors in “_____ **Apartments**” Residential building.

27. **THAT** the Vendors/Promoter upon obtaining Occupancy / Completion Certificate from the Nagpur Municipal Corporation or other Competent Authority and subject to payment of entire sale consideration amount together with charges towards installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), T.D.S. tax, Stamp duty, Registration charges, Legal fees etc. by the Purchaser in terms of this Agreement to Sell, the Vendor / Promoter shall issue a letter or communicate in writing and offer the Purchaser at his provided address or e-mail id thereby calling upon him to take / accept physical possession of the said **Apartment** within 3 (Three) Months time from the date of receipt of such letter or communication and then the Vendor / Promoter shall hand over physical possession of the said **Apartment** to the Purchaser. That the Vendors/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors/Promoter. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendors/Promoter or “_____ **Apartments**” Residential building Association, as the case may be. The Vendors/Promoter shall as far as possible, on its behalf offer physical possession of the said **Apartment** to the Purchaser in writing within 7 (Seven) days time from the date of receiving Occupancy / Completion Certificate of the said **Apartment** or Project. Similarly, the Purchaser shall take physical possession of the said **Apartment** within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Vendors/Promoter intimating that the said **Apartment** is ready for use and 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 Apartment 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, undertakings and such other documentation as prescribed in this Agreement to Sell and the Vendor / Promoter shall deliver possession of the said **Apartment** to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendors/Promoter or “_____ **Apartments**” owners Association, as the case may be. The Purchaser further agrees, affirms and confirms that until any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the Vendors/Promoter such proportionate share of outgoings as may be determined and demanded by the Vendors/Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the Vendors/Promoter. The amounts so paid by the Purchaser to the Vendors/Promoter shall not carry any interest and remain with the Vendors/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 over by the Vendors/Promoter to the Society or Association, as the case may be.

29. THAT the Purchaser agrees, affirms and confirms that he has agreed to purchase the said **Apartment** for Residential purpose only and therefore the Purchaser shall use the **Apartment** or any part thereof or permit the same to be used for residential purpose only and not for any other purposes. The Purchaser undertakes and declares that he 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 the Purchaser agrees, affirms and confirms that he along with other

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

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

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

33. **THAT** the Purchaser agrees, affirms and confirms that till 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 the Vendors/Promoter and / or its authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his **Apartment** and upon the said **Residential Building** or any part thereof, at all reasonable times to view and examine ongoing construction activities and other state and condition thereof in the said **Residential Building**.

34. **THAT** the Vendors/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is in Ratio as per sanction Building Plan only and Vendors/Promoter has planned to utilize Floor Space Index of Nil by availing of (Transferable Development Rights) T.D.R. or Floor Space Index (F.S.I.) available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in Regional Development Plan or Development Control Rules and Regulations or based on expectation of increased F.S.I. which may be available in future on modification of Regional Development Plan or Development Control Rules and Regulations, which are

applicable to the said Project. The Vendors/Promoter has disclosed the F.S.I. of Nil as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said **Apartment** based on the proposed construction and sale of **Apartment** to be carried out by the Vendors/Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to and vest with the Vendors/Promoter only.

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

36. THAT the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaser demises before registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed, then in those circumstances, all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser. It is further agreed that in case of death of the Purchaser, the 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 the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that all Notices / Letters / Correspondences required to be served on the Vendors/Promoter and the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to the Vendor / Promoter or the Purchaser by Registered Post A/d and / or notified through e-mail at their respective addresses, specified below:-

Promoter's Notified Address:

M/S. J. D. BUILDCON PRIVATE LIMITED,
M-007, Suprabhat Sankul, Buty Layout,
Dharampeth Extension,
Nagpur-440010

Purchaser's Notified Address:

Mrs/Shri. _____

Resident of _____,

Purchaser's Notified E-Mail Id: _____

38. THAT the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that it shall be their duty to inform each other about any change in their

respective addresses notified herein above, subsequent to execution of this Agreement to Sell, failing which all notices, letters, correspondences, communications, posted or e-mailed at notified addresses shall be deemed to have been served and received by the Vendors/Promoter or the Purchaser, as the case 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 the Vendors/Promoter to the Purchaser and vice –versa, whose name appears first and at the address given by him / her, which shall for all intents and purposes to consider as properly served on all the Vendor / Promoter and the Purchaser.

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

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

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

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

43. THAT the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the **Apartment** and Project shall equally be applicable to and enforceable against any and all subsequent Purchaser/s of the said Apartment, in case

of inheritance or transfer, as the said obligations go along with the **Apartment** for all intents and purposes.

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 the Vendors/Promoter and the Purchaser mutually agree, affirm and confirm that they shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. THAT the Vendors/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 Purchaser agrees, affirms and confirms that the amount of Stamp duty, Registration charges, Legal fees that may be required to be paid on account of execution / registration of this Agreement to Sell and Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in future shall be exclusively borne and paid by the Purchaser. The Purchaser agrees, affirms and confirms that he shall also bear and pay proportionate amount of Stamp duty, Registration charges, Legal fees etc. that may be required to be paid on any deed, declaration, instrument etc. that may be executed for forming Association or Society of “_____ Apartments” Commercial Building.

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

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

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 the Vendors/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 in ALL THAT Piece and Parcel of land bearing Plot No. 4 in Block "T" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 80 Ft. x 100 Ft. equal to 8000 Sq. Ft. (OR 743.218 Sq. Mtrs.) (as per City Survey Records the area is 762.30 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 26/1 and 26/2 of Mouza - AJNI, P.S.K. 9, bearing Corporation House Nos. 368, 368/A, 368/B, 368/C, 368/D and 368/E, City Survey No. 151 and Sheet No. 84/34 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST - PLOT NO. 3 IN BLOCK 'T'.
ON THE WEST - PLOT NO. 5 IN BLOCK 'T'.
ON THE NORTH - PLOT NO. 11 IN BLOCK 'T'.
ON THE SOUTH - 12.00 MTRS. WIDE ROAD.

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 No. 4 in Block "T" and to be known and styled as "_____ APARTMENTS" 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 Apartment 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) _____ 1)
(MAHESH SHARADRAO DANDE)

(2) _____ 2)
(SANJAY SURESH JOSHI)
Directors of
M/s. J.D. Buildcon Private Limited
As a duly Constituted Attorney for
the Vendors abovenamed.
VENDORS

(_____)
PURCHASER

FOR M/S. J. D. BUILDCON PRIVATE LIMITED

- 1)

(MAHESH SHARADRAO DANDE)
- 2)

(SANJAY SURESH JOSHI)
Directors
CONFIRMING PARTY/PROMOTER

LIST OF ANNEXURE

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

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.