

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and executed at place_____this day of ____, year 2025

BETWEEN

(1a) SHRI. VIJAY PRABHAKAR GADKARI S/o PRABHAKAR GADKARI, Aged 79 Years (D.O.B. 16-11-1945), Occupation - Retired (**PAN ABKPG7958G & AADHAR 8384 6546 3957**); (1b) MRS. SUREKHA VIJAY GADKARI W/o VIJAY GADKARI, Aged 75 Years (D.O.B. 28-09-1949), Occupation - Housewife (**PAN-AKOPG2227K & AADHAR 7831 2122 1370**);

(2a) SHRI. MADHUKAR RAMCHANDRA THOSAR S/o RAMCHANDRA THOSAR, Aged 76 Years (D.O.B. 07- 11-1948), Occupation - Retired (**PAN AAIPT5462H & AADHAR 8971 6610 6565**);

(2b) MRS. MADHAVI MADHUKAR THOSAR W/o MADHUKAR THOSAR, Aged 66 Years (D.O.B. 12-10-1958), Occupation - Housewife (**PAN AGFPT0420Q & AADHAR 2157 1888 0025**);

(3) SHRI. V. CHANDRASHEKHAR S/o LATE SHRI. M.C.V.S. MANIAN, Aged 71 Years (D.O.B. 07-01-1953), Occupation - Retired (**PAN AAZPC5765D & AADHAR 6938 2210 7913**);

(4) SHRI. MANISH MADHUSUDAN GOKHALE S/o MADHUSUDAN GOKHALE, Aged 49 Years (D.O.B. 09-06-1975), Occupation - Service (**PAN ATPPG0695K & AADHAR 4104 3503 6361**

(5) SHRI. GOVIND LAXMAN WADODKAR S/o LAXMAN WADODKAR, Aged 80 Years (D.O.B. 06-09- 1944), Occupation - Retired (**PAN AAFPW8306C & AADHAR 3950 5577 9946**);

(6) SHRI. MAHESH MADHUKAR KAKDE S/o LATE SHRI. MADHUKAR KAKDE, Aged 57 Years (D.O.B. 27-10-1967), Occupation - Service (**PAN ACMPK9769Q & AADHAR 8634 7191 0053**);

(7a) DR. ABHAY KESHAORAO PANDE S/o LATE SHRI. KESHAORAO PANDE, Aged 67 Years (D.O.B. 09-12-1957), Occupation - Medical Practitioner, Resident of 4802, Noora Tower, Al Habtoor City, Business Bay, Dubai, U.A.E. (**PAN ACHPP5841P & AADHAR 2393 4699 6772**);

(7b) AIR MARSHAL DATTATRAY KESHAORAO PANDE S/o LATE SHRI. KESHAORAO PANDE, Aged 69 Years (D.O.B. 10-10-1955), Occupation - Retired Air Force Officer (**PAN AGOPP6401G & AADHAR 7371 8634 3137**);

(7c) MRS. JAYASHREE SUNIL GHATE W/o SUNIL GHATE, Aged 71 Years (D.O.B. 06-11-1953), Occupation - Housewife (**PAN AAMPG2633D & AADHAR 9849 7159 7040**);

(8) SHRI. PRALHAD KISHANRAO PANDE S/o KISHANRAO PANDE, Aged 61 Years (D.O.B. 18-12-1963), Occupation - Service **(PAN ACEPP8522G & AADHAR 7132 1698 2823)**;

(9) SHRI. MANNAR KRISHNA K. M. APRAMEYA S/o K. M. APRAMEYA, Aged 75 Years (D.O.B. 05-05-1949), Occupation - Retired **(PAN AFHPM1784P & AADHAR 7398 2281 5922)**;

(10a) SMT. RANJANA SUBHASH KEDAR Wd/o LATE SHRI. SUBHASH KEDAR, Aged 72 Years (D.O.B. 01-07-1952), Occupation - Housewife **(PAN AIGPK9406J & AADHAR 9826 6166 2397)**;

(10b) SHRI. SHANTANU SUBHASH KEDAR S/o LATE SHRI. SUBHASH KEDAR, Aged 44 Years, Occupation - Service, Resident of 151, Nehoiden Street, Needham, MA-02492, U.S.A. **(PAN EHAPK9851G)**;

(10c) SHRI. NIRAJ S/o LATE SHRI. SUBHASH KEDAR, Aged 49 Years (D.O.B. 08-12-1975), Occupation - Service **(PAN AHYPK9551D & AADHAR 3878 1598 1226)**;

(11) MRS. SUJATA SHARAD DESHMUKH W/o SHARAD DESHMUKH, Aged 69 Years (D.O.B. 03-12-1954), Occupation - Housewife **(PAN AFNPD9378J & AADHAR 4899 2402 6367)**;

(12a) MRS. VAIJAYANTI DATTATRAY DIXIT Wd/o LATE SHRI. DATTATRAY DIXIT, Aged 76 Years (D.O.B. 05-11-1948), Occupation - Housewife

(PAN ABHPD2521K & AADHAR 4532 4452 5800); (12b) SHRI. AMIT DATTATRAY DIXIT S/o LATE SHRI. DATTATRAY DIXIT, Aged 46 Years (D.O.B. 23-05-1978), Occupation - Service (PAN AVYPD9186F & AADHAR 6189 7007 2112); AND

(12c) MRS. VINAYA VILAS DESHPANDE W/o VILAS DESHPANDE (Maiden Name MISS. APARNA D/o LATE SHRI. DATTATRAY DIXIT), Aged 49 Years (D.O.B. 20-03-1975), Occupation - Housewife (PAN BDAPD9276P & AADHAR 3463 1530 6031), **having address** of Jhelam Apartments, Plot No. 11 in Block 'R', Scientific Society, Laxmi Nagar, Nagpur-440022, Tahsil and District - NAGPUR, all acting through their duly constituted Attorney M/S. SHREENIWAS HOMEMAKERS (PAN AEGFS0584R), represented through its Partner SHRI. ABHISHEK KAMLESH DADHE S/o KAMLESH DADHE, Aged 36 Years (D.O.B. 10-11-1988), Occupation - Business, Resident of 202, Swami Apartments, Behind Lokmat, Ramdaspath, Nagpur-440010, Tahsil and District - NAGPUR (PAN ALYPD6156B & AADHAR 8089 2945 3679), 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 _____, Tahsil and District - _____ (PAN _____ & AADHAR ____), hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER/ALLOTTEE, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

AND

M/S. SHREENIWAS HOMEMAKERS (PAN AEGFS0584R), A Partnership Firm having its Office at M-001, Mezzanine Floor, Shrika Corporate, Behind Gulmohar Hall, Pande Layout, Khamla Road, Nagpur and acting through its Partner SHRI. ABHISHEK KAMLESH DADHE S/o KAMLESH DADHE, Aged 36 Years (D.O.B. 10-11-1988), Occupation - Business, Resident of 202, Swami Apartments, Behind Lokmat, Ramdaspath, Nagpur-440010, Tahsil and District - NAGPUR (PAN ALYPD6156B & AADHAR 8089 2945 3679), hereinafter called the CONFIRMING PARTY/PROMOTER, which expression shall, unless

repugnant to the context or meaning thereof, always mean and include the said PARTNERSHIP FIRM and its PARTNERS, their respective heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHEREAS, by an Agreement/Conveyance dated day of 2025 and executed between of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property ALL THAT being Piece and Parcel of land bearing Plot No. 11 in Block 'R' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 100 Ft. x 80 Ft. equal to 8000 Sq. Ft. (OR 743.1024 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-2-3-4 of Mouza – AJNI, P.S.K. 9, bearing City Survey No. 348 and Sheet No. 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 Shri. Vasantrao S/o Shyamrao Mahajan, having purchased the same by him from The Scientific Co-operative Housing Society Limited, Nagpur, A Society duly Registered under the Societies Act II of 1912 bearing Registration No. 321 having its Registered Office at Rani Laxminagar, Nagpur by a Sale Deed Dated 7-4-1960, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1, Volume No. 654 at Sr. No. 746(P) on even date; AND

WHEREAS the aforesaid entire land/plots comprising Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-2-3-4 are converted for Non-Agricultural (Residential) Use by the Sub-Divisional Officer, Nagpur, vide his Order dated 16-10-1976 passed in Revenue case No. 104/A-2/1966-67; AND

WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur, under an Agreement dated 13-4-1942 and 22-2-1952 made between the said Society and the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the said Shri. Vasantrao S/o Shyamrao Mahajan later on transferred the said Plot No. R-11 by way of Sale to M/s. Jhelam Apartments, a Partnership Firm having its Registered Office at 45, Hill Road, Gokul Peth, Nagpur by a Sale Deed Dated 12-12-1979, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 4898 on even date; AND

WHEREAS the said M/s. Jhelam Apartments later on decided to develop the aforesaid Plot No. 11 in Block 'R' into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self-contained separate Apartments therein; AND

WHEREAS, accordingly, it prepared a Plan of a Multistoried Building, then proposed to be constructed on the said Plot of land and to be known and styled as "JHELAM APARTMENTS" and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/7988/12449 Dated 20-2-1980; AND

WHEREAS the said M/s. Jhelam Apartments later on transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Purushottam S/o Narayanrao Pathak by a Sale Deed dated 3-7-1980, which is duly registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1 at Sr. No. 3534(P) on an even date. The said Shri. Purushottam S/o Narayanrao Pathak, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. G-1 covering a Built-up area of 62.24 Sq. Mtrs. on the Ground Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Purushottam S/o Narayanrao Pathak in his turn transferred the said Apartment No. G-1 by way of Sale to Shri. Vijay S/o Prabhakar Gadkari and Mrs. Surekha W/o Vijay Gadkari, the Vendors No. 1a-b hereinabove named by a Sale Deed Dated 5-12-2003, which is duly registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 2041 on even date;

AND

WHEREAS in the like manner the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Prakash S/o Balkrishna Antapurkar by a Sale Deed Dated 3-10-1980, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1 at Sr. No. 4502(P) on even date. The said Shri. Prakash S/o Balkrishna Antapurkar having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. G-2 covering a Built-up area of 62.24 Sq. Mtrs. on the Ground Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein;

AND

WHEREAS the said Shri. Prakash S/o Balkrishna Antapurkar in his turn transferred the said Apartment No. G-2 by way of Sale to Shri. Madhukar S/o Ramchandra Thosar and Mrs. Madhavi W/o Madhukar Thosar, the Vendors No. 2a-b hereinabovenamed, by a Sale Deed Dated 22-10-2003, which is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 1620 on even date;

AND

WHEREAS the said M/s. Jhelam Apartments later on transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. V. Chandrashekhar S/o Late Shri. M.C.V.S. Manian, the Vendor No. 3 hereinabove named, by a Sale Deed Dated 3-7-1980, which is duly Registered in the Office of the Joint Sub-Registrar-III, Nagpur in Addl. Book No. 1 at Sr. No. 3535(P) on 18-8-1980. The Vendor No. 3 having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. G-3 covering a Built-up area of 62.24 Sq. Mtrs. on the Ground Floor of Jhelam Apartments to M/s. Jhelam Apartments, he has become an exclusive, absolute and full owner thereof with heritable and transferable rights therein;

AND

WHEREAS in the like manner, the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Deoji S/o Hirjibhai Rathod by a Sale Deed dated 26-9-1980, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1 at Sr. No. 14417(P) on an even date. The said Shri. Deoji S/o Hirjibhai Rathod, having also paid, provided, and contributed the entire agreed cost of construction of the Apartment bearing No. G-4 covering a Built-up area of 62.24 Sq. Mtrs. on the Ground Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive, and full owner thereof with heritable and transferable rights therein;

AND

WHEREAS the said Shri. Deoji S/o Hirjibhai Rathod, in his turn, transferred the said Apartment No. G-4 by way of Sale to Mrs. Vaishali W/o Madhusudan Gokhale by a Sale Deed Dated 6-4-1993, which is duly registered in the Office of the Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 138 on Pages 209 to 218 at Sr. No. 1094 on even date; AND

WHEREAS the said Smt. Vaishali W/o Madhusudan Gokhale breathed her last on 25-10-2015 (her husband Shri. Madhusudan Gokhale pre-deceased her on 8-2-1997), and consequent upon her death/demise, the said Apartment No. G-4 devolved upon her son, Shri. Manish, the Vendor No. 4 hereinabove named, by way of intestate succession, being the only legal heir of the deceased;

AND

WHEREAS the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Yashwant S/o Wasudeo Kharpate by a Sale Deed dated 25-8-1980, which is duly registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1 at Sr. No. 4128(P) on an even date. The said Shri. Yashwant S/o Wasudeo Kharpate having also paid, provided, and contributed the entire agreed cost of construction of the Apartment bearing No. F-1 covering a Built-up area of 62.24 Sq. Mtrs. on the First Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive, and full owner thereof with heritable and transferable rights therein;

AND

WHEREAS the said Shri. Yashwant S/o Wasudeo Kharpate in his turn, transferred the said Apartment No. F-1 by way of Sale to Shri. Govind S/o Laxman Wadodkar, the Vendor No. 5 hereinabove named, by a Sale Deed dated 17-12-1997, which is duly Registered in the Office of the Sub-Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 1972 on Pages 184 to 189 at Sr. No. 9281 on even date; AND

WHEREAS in the like manner, the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Madhukar S/o Ramchandra Kakde by a Sale Deed dated 3-7-1980, which is duly Registered in the Office of the Sub-Registrar-III, Nagpur in Addl. Book No. 1 at Sr. No. 3532(P) on an even date. The said Shri. Madhukar S/o Ramchandra Kakde, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. F-2 covering a built-up area of 62.24 Sq. Mtrs. on the First Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Madhukar S/o Ramchandra Kakde left for heavenly abode on 5-1-2014, and consequent upon his death/demise, the said Apartment No. F-2 devolved upon his widow, Smt. Sudha, only son Shri. Mahesh and 2 daughters, namely Mrs. Smita W/o Patanjali Maduskar and Mrs. Shyamla W/o Milind Puranik, being the only legal heirs of the deceased; AND

WHEREAS the said Smt. Sudha Wd/o Late Shri. Madhukar Kakde also left for heavenly abode on 22-2-2017, and consequent upon her

death/demise, her share in the aforesaid property devolved upon her son and daughters by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Mrs. Smita W/o Patanjali Maduskar and Mrs. Shyamla W/o Milind Puranik later on relinquished all their respective rights, title and interest in respect of the aforesaid property in favour of their Brother Shri. Mahesh S/o Late Shri. Madhukar Kakde, the Vendor No. 6 hereinabove named by a Deed of Release dated 17-1-2014; AND

WHEREAS the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Keshao S/o Ramchandra Pande by a Sale Deed dated 3-7-1980, which is duly registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1 at Sr. No. 3530(P) on an even date. The said Shri. Keshao S/o Ramchandra Pande, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. F-3 covering a Built-up area of 62.24 Sq. Mtrs. on the First Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Keshao S/o Ramchandra Pande left for heavenly abode on 9-8-2006, and consequent upon his death/demise, the said Apartment No. F-3 devolved upon his widow Smt. Vidya, 2 sons namely Shri. Dattatray and Dr. Abhay, and only daughter Mrs. Jayashree W/o Sunil Ghate, being the only legal heirs of the deceased; AND

WHEREAS the said Smt. Vidya Wd/o Late Shri. Keshao Pande also left for heavenly abode on 19-5-2020 and consequent upon her death/demise her share in the said Apartment No. F-3 devolved upon her 2 sons namely Shri. Dattatray and Dr. Abhay and only daughter Mrs. Jayashree W/o Sunil Ghate, the Vendors No. 7(a), 7(b) and 7(c) hereinabovenamed, being the only legal heirs of the deceased; AND

WHEREAS in the like manner, the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Suresh S/o Krushnarao Deshpande by a Sale Deed dated 3-7-1980, which is duly registered in the Office of the Sub-Registrar-III, Nagpur in Addl. Book No. 1 at Sr. No. 3531(P) on 10-8-1980. The said Shri. Suresh S/o Krushnarao Deshpande, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. F-4 covering a Built-up area of 62.24 Sq. Mtrs. on the First Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Suresh S/o Krushnarao Deshpande left for heavenly abode on 24-9-1998, and consequent upon his death/demise, the said Apartment No. F- 4 devolved upon his widow Smt. Sheela, only son Shri. Nikhil and only daughter Mrs. Deepti W/o Prasad Chincholkar, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Smt. Sheela Wd/o Late Suresh Deshpande, Shri. Nikhil S/o Late Suresh Deshpande and Mrs. Deepti W/o Prasad Chincholkar later on jointly transferred the said Apartment No. F-4 by way of Sale to Shri. Pralhad S/o Kishanrao Pande, the Vendor No. 8 hereinabove named, by a Sale Deed Dated 25-3-2008, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1685 on the same date; AND

WHEREAS the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Mannar Krishna S/o K. M. Aprameya, the Vendor No. 9 hereinabove named by a Sale Deed dated 25-8-1980, which is duly registered in the Office of the Sub-Registrar-I, Nagpur in Addl. Book No. 1 at Sr. No. 4127 on same date. The Vendor No. 9, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. S-1 covering a Built-up area of 62.24 Sq. Mtrs. on the Second Floor of Jhelam Apartments to M/s. Jhelam Apartments, he has become an absolute, exclusive and full

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owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner, the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Subhash S/o Parshuram Kedar by a Sale Deed dated 3-7-1980, which is duly registered in the Office of the Sub-Registrar-III, Nagpur in Addl. Book No. 1 at Sr. No. 3535 (P) on 18-8-1980. The said Shri. Subhash S/o Parshuram Kedar, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. S-2 covering a Built-up area of 62.24 Sq. Mtrs. on the Second Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Subhash S/o Parshuram Kedar left for heavenly abode on 9-1-2001 and consequent upon his death/demise the said Apartment No. S-2 devolved upon his widow Smt. Ranjana and 2 sons namely Shri. Shantanu and Shri. Niraj, the Vendors No. 10a-b-c hereinabovenamed, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Mrs. Sujata W/o Sharad Deshmukh, the Vendor No. 11 hereinabove named, by a Sale Deed dated 25-8-1980, which is duly registered in the Office of the Sub-Registrar-I, Nagpur in Addl. Book No. 1 at Sr. No. 4126 (P) on same date. The Vendor No. 11, having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. S-3 covering a Built-up area of 62.24 Sq. Mtrs. on the Second Floor of Jhelam Apartments to M/s. Jhelam Apartments, she has become an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS in the like manner, the said M/s. Jhelam Apartments transferred the Undivided 1/12th share and interest in the said Plot No. R-11 to Shri. Dattatraya S/o Namdeorao Dixit by a Sale Deed dated 25-8-1980, which is duly registered in the Office of the Sub-Registrar-I, Nagpur in Addl. Book No. 1 at Sr. No. 4125 (P) on same date. The said Shri. Dattatraya S/o Namdeorao Dixit having also paid, provided and contributed the entire agreed cost of construction of the Apartment bearing No. S-4 covering a Built-up area of 62.24 Sq. Mtrs. on the Second Floor of Jhelam Apartments to M/s. Jhelam Apartments, he became an absolute, exclusive and full owner thereof with heritable and transferable rights therein; AND

WHEREAS the said Shri. Dattatraya S/o Namdeorao Dixit left for heavenly abode on 9-7-2006 and consequent upon his death/demise the said Apartment No. S-4 devolved upon his widow Smt. Vaijayanti, only son Shri. Amit and only Daughter Miss. Aparna D/o Late Shri. Dattatraya Dixit, the Vendors No. 12a-bc hereinabove named, by way of intestate succession, being the only legal heirs of the deceased. As a result therefore, the Vendors hereinabove named have now become the Joint/Co-owners of the said Plot of land and exclusive owners of their respective Apartments in the said Building with heritable and transferable rights therein; AND

WHEREAS the aforesaid Building, known and styled as Jhelam Apartments, was too old and it required major repairs and renovations. As such the Vendors later on decided to develop the aforesaid Plot No. R-11 into a RESIDENTIAL ESTATE by constructing a Multistoried building thereon, consisting of various self-contained separate Apartments therein. And accordingly, by an Agreement of Re-Development dated 4-8-2021 they have jointly entrusted the entire work of Development of the said property to M/s. Shreeniwas Homemakers, the Confirming Party hereinabove named, upon the several terms and conditions contained therein. The said Agreement of Re-Development and Sale Dated 4-8-2021 is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. ___ on the same date on payment of the requisite Stamp Duty of Rs. 26,50,850/- (in words Rupees Twenty Six Lakh Fifty Page |

Thousand Eight Hundred Fifty Only) and Full Registration Fees of Rs. 30,000/- (in words Rupees Thirty Thousand Only) payable thereon. The said Agreement of Re-Development and Sale Dated 4-8-2021 is adjudicated under Section 32(1)(b) of The Maharashtra Stamp Act, 1958 by the Collector of Stamps, Nagpur City vide his Order Dated 15-9-2021 passed in Adjudication Case No. 73/2021 submitted on 4-8-2021. In pursuance of the said Agreement, the Vendors have also executed a General Power of Attorney regarding the development of the said property in favour of the Confirming Party on 4-8-2021 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 The promoters have accordingly commenced the development of the said property and construction of the buildings therein under the supervision of the architects namely _____who are registered with the council of architects and having drawn the building plans and a structural consultant namely _____who has drawn drawings for structures thereof both appointed by the promoter.

WHEREAS The promoter has registered a project under the provisions of the Maharashtra Real Estate Regulation and Development Act with the real estate regulatory authority bearing.Project No_____.

WHEREAS by the aforesaid Agreements 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 hereto; AND

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 No. R-11 and to be known and styled as “**SHREE LAXMI VYANKATESH APARTMENTS**” and the same is duly sanctioned by the Deputy Director of Town Planning of the Nagpur Municipal Corporation vide his Building Permit No. NMO/B/2024/APL/02423 Dated 30-8-2024 Proposal Code : NMO-23-46722. The Confirming Party has loaded T.D.R./Additional F.S.I. of Sq. Mtrs. on the proposed Complex. Shri. Harish Kalikar, Resident of Shivaji Nagar, Nagpur, bearing Registration No. CA. Reg. No. 15148 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 hereinabove named 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 Multistoried Building proposed to be constructed on the said Plot No. R-11 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. R-11 TOGETHER WITH the entire R.C.C. Superstructure comprising Apartment No. ____ on the __ FLOOR of a building proposed to be constructed thereon and to be known and styled as "SHREE LAXMI VYANKATESH 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

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 11 in Block 'R' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 100 Ft. x 80 Ft. equal to 8000 Sq. Ft. (OR 743.1024 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-2-3-4 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 "SHREE LAXMI VYANKATESH APARTMENTS", bearing Corporation House Nos. 333, 333/1, 333/2, 333/3, 333/4, 333/5, 333/6, 333/7, 333/8, 333/9, 333/10 and 333/11, City Survey No. 348 and Sheet No. 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.

(1)(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/covered car parking space at _____ level
(basement/podium/stilt/mechanical car parking unit no. __ admeasuring Sq. Ft. Having _____ Ft. Length X _____ Ft. Breadth X _____ Ft. Vertical clearance.

OR

The Allottee has requested the promoter for allotment of an open parking space and the promoter agrees to allot the allottee an open car parking space without consideration bearing no. ____ admeasuring _ Sq. Ft. having _____ Ft. Length X _____ Ft. Breadth.

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

MANNER OF PAYMENT :-

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 Vendor on demand and shall always indemnify the Vendor/Confirming Party/Promoter 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 Vendor/Confirming Party/Promoter and to credit the same in the appropriate account of Income Tax Department.

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

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

2. **THAT** the Vendor hereby affirms and confirms that it has legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser and it has absolute legal right and full authority to convey, assign and transfer the said property through this agreement to the Purchaser at a future date.
3. **THAT** the Vendor hereby affirms and confirms that the property hereby agreed to be sold is not impeded in any manner, whatsoever, which creates or may cause any legitimate defect in ownership and title of the Vendor and which legally prohibits the Vendor to convey, assign and transfer the said property by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said property, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, attachment, auction, recovery proceedings, criminal proceedings or in any other manner.
4. **THAT** the Vendor hereby affirms and confirms that prior to execution / registration of this Agreement to Sell, it has not signed, executed any unregistered or registered deed or document purporting or confirming to be token agreement / allotment deed / agreement to sell / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document purporting or confirming to be sale / assignment / transfer / conveyance of the said **Apartment** to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendor further affirms and confirms that in future if it is revealed that the Vendor has signed, executed any unregistered or registered any such deed or document thereby purporting or confirming to be sale / assignment / transfer / conveyance of the said **Apartment** to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after execution / registration of this Agreement to Sell, then all such deeds or documents purporting or confirming to be sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

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

(5A) As per Order No. 60/2024 of MahaRERA, seventy percent (70%) of the amounts realized for the real estate project from the Allottees, from time to time, shall be deposited in a separate bank account maintained in a Scheduled Bank to cover the cost of construction and the land cost, and shall be used only for that purpose. Withdrawals from such account shall be in proportion to the percentage of completion of the project, certified by an Engineer, an Architect, and a Chartered Accountant in practice.

6. **THAT** the Vendor affirms and confirms that it 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 it has absolute legal right and authority to convey, assign, transfer, sell variable, proportionate and undivided share in the said Project Land together with the said **Apartment / Shop** to the Purchaser at a future date. The Vendor affirms and confirms that it has absolute legal right and authority to enter into this Agreement to Sell and it has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
7. **THAT** the Vendor agrees, affirms and confirms that 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** / Shop 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/Shop 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 Vendor agrees, affirms and confirms that it has lawful rights and requisite approvals from local bodies and competent government and statutory authorities to carry out development of the said Project and it shall obtain requisite permits, approvals, permissions, clearances, licenses, no-objections etc. from local bodies, government and statutory authorities from time to time, if required to complete the development of the said project. The Vendor hereby agrees and affirms to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Municipal Corporation and local bodies, government and statutory authorities at the time of sanctioning the Building Plan or thereafter before handing over possession of the said **Apartment** to the Purchaser, it shall obtain occupancy / completion certificate in respect of the said **Apartment** from the Nagpur Municipal Corporation or other Competent Authority

9. **THAT** the Vendor 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, Residential Building are valid and subsisting and have been obtained by following due process of law. The Vendor 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 Vendor 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 Vendor agrees, affirms and confirms that the total sales consideration cost of the said **Apartment/Shop** is escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, government and statutory authorities and / or any other increase in charges which may be levied or imposed by local bodies, government and statutory authorities from time to time in future. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development development charges, costs or levies imposed by local bodies, government and statutory authorities, the Vendor shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
11. **THAT** the Vendor has specifically made aware to the Purchaser and the Purchaser agrees, affirms and confirms that the sales consideration cost of the **Apartment/Shop** hereby agreed to be sold to it is INCLUSIVE of taxes consisting of tax paid or payable by the Vendor 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/Shop** and the entire Project, paid or payable by the by the Vendor to concerned government departments and statutory authorities upto to day of registration of Sale Deed or handing over physical possession of the said **Apartment/Shop** to the Purchaser.

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

13. THAT the Vendor has particularly made aware to the Purchaser and the Purchaser agrees, affirms, and confirms that "time is and shall be the essence of the contract" for performance of this agreement for the Purchaser. Hence, the Purchaser agrees, affirms and confirms that he shall make timely and prompt 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.

13A. All amounts received by the promoter from the allottee shall be deposited in the separate project bank account maintained with the schedule bank as per Section 4(2)(I)(D) of Real Estate (Regulation and development) act 2016 an order number 60/2024. Withdrawals from the said account shall be strictly in proportion to the percentage of the completion of the project and duly certified by the engineer, architect, an chartered accountant.

THAT the Purchaser agrees, affirms and confirms that without prejudice to right

of the Vendor 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/Shop** in terms of this Agreement to Sell (Including proportionate costs, charges, taxes, cesses, outgoings, fees etc.) and **on the Purchaser committing 3 (Three) consecutive or alternate defaults in payment of due and payable installments / balance sales consideration amount, the Vendor may / shall at his own option, may terminate/ cancel this Agreement to Sell, provided that the Vendor shall give Notice of 15 (Fifteen) days in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate/ cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the Vendor has intended to terminate / cancel this Agreement to Sell.** The Purchaser agrees, affirms and confirms that if the he fails to rectify the breach mentioned in the said Notice by the Vendor within time stipulated, then on expiry of the notice period, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated/cancelled and shall be not binding upon the Vendor, even if a formal Deed of Cancellation of this Agreement to Sell is not executed/registered by and between the Vendor and the Purchaser and on termination/cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Vendor 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 Vendor will forfeit fixed sum of Rs. 2,00,000/- (Rupees Two Lac only) OR 10% (Ten) percent of token / earnest / advance / booking amount (whichever is higher), together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the Vendor, from the installments / amount which would have been paid by the Purchaser to the Vendor till then and the said amount will be appropriated by the Vendor on account of liquidated damages, loss of interest and opportunity, sustained by the Vendor on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the Vendor to the Purchaser within a period of 30 (Thirty) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub- Registrar, Nagpur. It is hereby clarified and specified by the Vendor and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub- Registrar, Nagpur, then the Vendor 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 Vendor shall have all legal rights and authority to convey, assign, transfer, sell the said **Apartment/Shop** to any third person / party without informing or without obtaining any previous written or oral consent / no - objection letter from the Purchaser.

15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee / both, as the case may be, in accordance with the agreed terms of payment.

16. THAT the Vendor agrees, affirms and confirms that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said **Apartment/Shop**. In that case, if any information,

FOR DISCUSSION PURPOSE

document, deed or no - objection is required from the Vendor, it will unconditionally and without delay provide all such information, deed or no- objection and render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the Vendor against payments of the same. The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan / financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser delaying/defaulting in paying balance installments/sales consideration amount as stipulated hereinabove. The Purchaser is also aware that in such circumstances, the Vendor shall not be liable and under obligation to carryout and complete construction of the **Apartment/Shop** agreed to be sold to him and deliver possession within the 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/Shop** as per agreed Specifications and hand over possession of the said **Apartment/Shop** to the Purchaser on or before 31st Day of December, 2027. If the Vendor 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 Vendor 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 Vendor further neglects / delays / fails to deliver possession and register conveyance deed, then the Purchaser shall have right to seek performance of this agreement / contract through court of law, forum, tribunal, regulatory authority, as the case may be by adopting legal recourse and without prejudice to his legal rights of enforcement of this Agreement to Sell, the Purchaser will also reserve right and discretion to terminate / cancel this Agreement to Sell and demand the Vendor to refund all amount so paid by him and in those circumstances, the Vendor shall refund the entire amount with Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India so received by it from the Purchaser within 30 (Thirty) days time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchaser, provided that a formal Deed of Cancellation of this Agreement to Sell shall be executed / registered by the Purchaser to/in favour of the Vendor.
18. **THAT** the Vendor 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
1. war, civil commotion or act of God or any pandemic situation like COVID-19 etc ;
 2. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
19. **The Promoter shall not be entitled to any extension of time for delivery of possession of the Apartment/Shop except in cases of force majeure as**

defined under the Real Estate (Regulation and Development) Act, 2016. No additions, deviations or contractual extensions shall be permitted beyond the scope of the said Act, as per Order No. 38/2022.

20. **THAT** the Purchaser agrees, affirms and confirms that if the Vendor complete construction and hands over possession and executes conveyance of the said **Apartment/Shop** before stipulate time, then the Purchaser agrees and shall pay the balance installments / sales consideration amount, payable for early completed stage as per payment linked to said stage immediately on demand and no early payment discount will be offered in such case where construction has been completed before the agreed timeline.
21. **THAT** the Purchaser agrees, affirms and confirms that the Vendor has particularly made him aware that the construction of proposed **Apartment/Shop** is heterogeneous in nature, comprising R.C.C & Brickworks, Plasters, hence it is agreed by the Purchaser that any shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, which are likely to occur shall not be treated as construction defects. However, the Vendor 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. If there is any reduction in the Carpet Area within the defined limit, then Vendor 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 Vendor 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 and the Purchaser mutually agree and confirm that all these monetary adjustments shall be made at Rs. _/- per Square Meters

22. **THAT** the Purchaser agrees, affirms and confirms that mere forwarding or handing over of this Agreement to Sell by the Vendor to the Purchaser does not create any binding obligation on part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule - "E" of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears he for registration of the same before concerned Sub - Registrar Office as and when intimated by the Vendor. The Purchaser further agrees, affirms and confirms that if he fails to execute and deliver this Agreement to Sell to the Vendor within 30 (Thirty) days from the date of its receipt and / or fails to appear before concerned Sub - Registrar Office for its registration as and when intimated by the Vendor, then the Vendor 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/Shop** 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 in connection therewith shall be refunded by the Vendor without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said **Apartment/Shop**.
23. **THAT** the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said **Apartment/Shop** to any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the Vendor. It is hereby clarified that if the Purchaser signs and executes any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and

or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the Vendor.

- 24. THAT** the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of “SHREE LAXMI VYANKATESH APARTMENTS” Residential building, the Purchaser shall not insist or demand the Vendor to make any external or internal structural changes or deviations or material alterations in “SHREE LAXMI VYANKATESH APARTMENTS” Residential building or in the **Apartment/Shop** hereby agreed to be sold to the Purchaser.
- 25. THAT** the Purchaser agrees, affirms and confirms that the Vendor shall be exclusive in-charge of construction of **Apartment/Shop** agreed to be sold to the Purchaser and the entire “SHREE LAXMI VYANKATESH 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/Shop** to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the Vendor.
- 26. THAT** the Vendor 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 Vendor and / or the Owners in the said Building.
- 27. THAT** the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Vendor intimating that the said **Apartment/Shop** 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/Shop**) all taxes, cesses, outgoings in respect of the said **Apartment/Shop** and the Project Land and “SHREE LAXMI VYANKATESH 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/Shop**. The Purchaser agrees, affirms and confirms that the Vendor has specifically made him aware that the Vendor will provide common Water Meter connection for common use of all **Apartment/Shop** owners / lawful occupiers / possessors in “**SHREE LAXMI VYANKATESH APARTMENTS**” Residential building, under ____ category and the Purchaser shall pay proportionate charges of Water Bills along with other **Apartment/Shop** owners / lawful occupiers / possessors in “**SHREE LAXMI VYANKATESH APARTMENTS**” Residential building.

28. **THAT** the Vendor 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 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/Shop** within 3 (Three) Months time from the date of receipt of such letter or communication and then the Vendor shall hand over physical possession of the said **Apartment/Shop** to the Purchaser. That the Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendor or “**SHREE LAXMI VYANKATESH APARTMENTS**” Residential building Association, as the case may be. The Vendor shall as far as possible, on its behalf offer physical possession of the said **Apartment/Shop** to the Purchaser in writing within 7 (Seven) days time from the date of receiving Occupancy / Completion Certificate of the said **Apartment/Shop** or Project. Similarly, the Purchaser shall take physical possession of the said **Apartment/Shop** 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/Shop** is ready for use and occupancy

27A. Procedure for taking possession – The Vendor 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 Vendor shall give possession of the said **Apartment/Shop** to the Purchaser. The Vendor 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.~~ **Conveyance of Land – The Promoter shall ensure that the conveyance of the project land in favour of the Association of Allottees/ Apartment Owners shall be executed within a period of 3 (three) months from the date of issue of Occupancy Certificate by the competent authority, as mandated under Order No. 38/2022 of MahaRERA.**

29. **THAT** upon receiving a written letter / communication as aforesaid from the Vendor, the Purchaser shall take possession of the said **Apartment/Shop** from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Vendor shall deliver possession of the said **Apartment/Shop** to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Vendor or “**SHREE LAXMI VYANKATESH 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 Vendor such proportionate share of outgoings as may be determined and demanded by the Vendor. The Purchaser further agrees that till the Purchaser's share is so

determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the Vendor. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said **Apartment** / Wing / Building / Project is executed by the Vendor to / in favour of such Society or Association. That on execution of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of such **Apartment** / Wing / Building / Project, the aforesaid deposits (less deduction as provided for in this Agreement to Sell shall be paid over by the Vendor to the Society or Association, as the case may be.

30. **THAT** the Purchaser agrees, affirms and confirms that he has agreed to purchase the said **Apartment/Shop** for Residential/Commercial purpose only and therefore the Purchaser shall use the **Apartment/Shop** 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.
31. **THAT** the Purchaser agrees, affirms and confirms that he along with other Purchaser/s of **Apartment/Shop** in “**SHREE LAXMI VYANKATESH APARTMENTS**” Residential Building, shall join in forming and registering the Society or Association under the name, head and style as “**SHREE LAXMI VYANKATESH 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 Vendor within 7 (Seven) days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register Society or Association for the Purchaser and other **Apartment/Shop** owners in “**SHREE LAXMI VYANKATESH 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.

- 32. THAT** the Vendor 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/Shop** to total Carpet Area of all **Apartment/Shop** in the building / project.
- 33. THAT** the Vendor 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 Vendor shall utilize the said amounts only for those purposes for which they have been received.
- 34. THAT** the Purchaser agrees, affirms and confirms that till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his **Apartment/Shop** is executed by the Vendor and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Vendor in favour of the Association / Society, the Purchaser shall permit the Vendor and / or its authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his **Apartment/Shop** and upon the said **Residential/Commercial 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/Commercial Building**

35. **THAT** the Vendor 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 Vendor 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/Shop** based on the proposed construction and sale of **Apartment/Shop** to be carried out by the Vendor by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to and vest with the Vendor only.
36. **THAT** the Vendor 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/Shop** 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, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect rights and interest of the Purchaser.
37. **THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaser demises before registration of Sale Deed/ Transfer Deed / Assignment Deed / Conveyance Deed, then in those circumstances, all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser. It is further agreed that in case of death of the Purchaser, the Vendor 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; 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/Shop** in his favour and

/ or his legal heirs, as the case may be.

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

Promoter's Notified Address:

SHREENIWAS HOMEMAKERS

Office at M-001, Mezzanine Floor, Shrika Corporate, Behind Gulmohar Hall, Pande Layout, Khamla Road, Nagpur

Purchaser's Notified Address:

Mrs/Shri. ____ Resident of, Purchaser's Notified E-Mail Id:

39. THAT the Vendor 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 Vendor or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the Vendor 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 and the Purchaser.

40. THAT the Vendor and the Purchaser mutually agree, affirm and confirm that the execution of this Agreement to Sell shall be complete only upon its execution by the Vendor himself or through its Authorized Power of Attorney Holder/s or Authorized Signatories at the Vendor at some other place, which may be mutually agreed between the Vendor and the Purchaser, after this Agreement to Sell is duly executed by the Purchaser and the Vendor and simultaneously this Agreement to Sell shall be registered before competent Sub-Registrar. It is further agreed that the Vendor 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 and the Purchaser shall attend such registration office and admit execution thereof.

- 41. THAT** the Vendor agrees, affirms and confirms that Agreement to Sell, along with its Schedules and Annexures, constitutes the entire Agreement to Sell between the parties with respect to subject matter hereof and supersedes any and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to the Apartment.
- 42. THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that Agreement to Sell may / can only be amended, modified or rectified by mutual understanding and written consent of both the parties.
- 43. THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that if any provision of this Agreement to Sell shall be determined to be void or Unenforceable under the **Real Estate (Regulation and Development) Act, 2016**, Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement to Sell and to the extent, necessary to confirm with the **Real Estate (Regulation and Development) Act, 2016**, Rules and Regulations, thereunder or the applicable laws, as the case may be and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.
- 44. THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the **Apartment/Shop** 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/Shop** for all intents and purposes

45. **THAT** the Vendor 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.
46. **THAT** the Vendor 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.
47. **THAT** the Vendor agrees, affirms and confirms that it shall hand over all original title deeds and certified copies or self attested photocopies of other relevant deeds and documents pertaining to the said **Apartment/Shop** 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.

- 48. 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 “**SHREE LAXMI VYANKATESH APARTMENTS**” Residential/Commercial Building.
- 49. THAT** the Vendor and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the Vendor and the Purchaser in presence of attesting Witnesses before Sub-Registrar is and shall be retained by the Purchaser and a xerox copy of the same is / shall be handed over to the Vendor.
- 50. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.**
- 51. THAT** the Vendor 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.
- 52. THAT** the Vendor 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/Shop** 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.

53. THAT the Vendor 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.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED ____PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 11 in Block 'R' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 100 Ft. x 80 Ft. equal to 8000 Sq. Ft. (OR 743.1024 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-2-3-4 of Mouza - AJNI, P.S.K. 9, bearing Corporation House Nos. 333, 333/1, 333/2, 333/3, 333/4, 333/5, 333/6, 333/7, 333/8, 333/9, 333/10 and 333/11, City Survey No. 348 and Sheet No. 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. 10 IN BLOCK 'R'.
ON THE WEST	-	OPEN LAND BELONGING TO SOCIETY.
ON THE NORTH	-	CONSERVANCY LANE AND PLOT NO. 12 IN BLOCK 'R'
ON THE SOUTH	-	40 FT. WIDE ROAD

SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. __ on the _____ FLOOR of a Building proposed to be constructed on the aforesaid Plot No.

11 in Block 'R' and to be known and styled as "SHREE LAXMI VYANKATESH APARTMENTS" covering a Built-up area of _ Sq. Mtrs. (Carpet area of _____ Sq. Mtrs.) including/excluding share in Staircase and Balconies for Upper Floors. The aforesaid Apartment is allotted with Zero/One Covered Car Parking.

THIRD SCHEDULE

A. COMMON AREAS AND FACILITIES:-

1. Staircase and Landings
2. Corridors
3. Lifts
4. Lift Lobby and Landings
5. Main entrance lobby
6. Common electric meter/service rooms for common lights and telephone
7. Electric sub-station/Transformer
9. Overhead water tanks located above the top floor level of the building, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
10. Drainage, storm water drain, electric sub-station if constructed electrical poles, watchman cabin, underground water tank (with pumping rooms and other pumping arrangement).
10. Open front space at the ground floor level/open common parking.
11. Common toilets on the ground floor.

Schedule Above Referred to

The nature, extent and description of the common areas and Facilities

A. Description of Common Areas provided

	Type Of Comm on Areas Provid ed	Propose d Date of Occupan cy Certifica te	Propos ed Date of handin g over for use	Size/area of the facilities / amenities
1.				
2.				
3.				

B. Facilities/amenities provided/to be provided within the building including in the common area of the building :

	Type of faciliti es / amenitie s provided	Phas e name/ numb er	Propose d Date of Occupan cy Certifica te	Proposed Date of handing over to the Society/com mon organization	Size/ar ea of the faciliti es / ameniti es	FSI Utiliz ed or free of FSI
1.						
2.						
3.						

C. Details and specifications of the lifts:

	Type Lift	Tota l No. of Lift	Capacit y of the Lift	Speed
1.				
2.				
3.				

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

WITNESSES :

(1) _____

(ABHISHEK KAMLESH DADHE)
Partner of
M/s. Shreeniwas Homemakers
As a duly Constituted Attorney
for the Vendors
hereinabovenamed.
VENDOR

(2) _____

(_____)
PURCHASER

(ABHISHEK KAMLESH DADHE)
Partner of M/s. Shreeniwas
Homemakers CONFIRMING
PARTY/PROMOTER

*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.*

