

AGREEMENT TO SELL

Purchase Value/Valued at Rs. /-

Market Value Rs. /-

Mouza: PARSODI, City Survey No. 1107, Sheet No. 28, Item No. 26.397/28, of R.R., Rate Rs. 50,000/- per Sqr. Mt. for Residential Apartment.

Deed of Declaration registered at Sr. No. 2494/2016 Dated 04-05-2016 with Sub Registrar Nagpur No. 4.

THIS AGREEMENT TO SELL OF AN APARTMENT is made and executed at Nagpur on this ----- day of ----- 2017.

BETWEEN

(1) SHRI SHIVAM S/o MANMOHAN HINGLE (PAN:AHGPH0433H) aged about 25 Years, Occupation – Business, and **(2) SHRI AKSHAY PRATAP SINGH HINGLE S/o RAJENDRA KUMAR SINGH HINGLE**, (PAN:ADAPH6041B), aged about 28 years, Occupation: Business, Both R/o “Apurty”, Plot No. 54, Farmland, Ramdaspath, Nagpur-440010 hereinafter both jointly called as the **VENDORS** or **PARTY No. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendors as well as their heirs, successors, legal representative, administrators, executors, and assigns etc.) the Party of the FIRST PART,

AND

----- (PAN: -----), aged about ____ years, Occupation: ----- hereinafter called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchaser as well as his heirs, successors, legal representatives, executors, administrators and assigns etc.) the party of the SECOND PART,

WHEREAS, the Vendors hereinabovenamed are joint owners of ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 4 admeasuring 395.25 Sqr. Mtrs. / 4254.47 Sqr. Fts. in Bhamti Parsodi Street Scheme, being a portion of entire land bearing Khasra Nos. 82 and 84/1, P.S.K. 44, Mouza: Parsodi, City Survey No. 1107, Sheet No. 28, bearing Nagpur Municipal Corporation House No. 1954/4, Ward No. 74, situated at Shree Nagar, Near Gayatri Nagar, Parsodi, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur,

AND WHEREAS, earlier M/s. Ganesh Griha Nirman Sahakari Samiti (Maryadit) Nagpur acquired the abovesaid Plot No. 4 admeasuring 395.25 Sqr. Mtrs. from Nagpur Improvement Trust, Nagpur for a term commencing from 12-09-1980 and ending on 31-03-2011 vide Lease Indenture registered at Sr. No. 1216 (P) in Additional Book No. I, Volume No. 361 on Pages 46 to 48 on 13-04-1981 with Joint Sub Registrar Nagpur III,

AND WHEREAS, M/s. Ganesh Griha Nirman Sahakari Samiti (Maryadit) Nagpur transferred the abovesaid Plot No. 4 admeasuring 395.25 Sqr. Mtrs. to Shri Ramanlal S/o Kishandas Kothari by a Deed of Lease Dated 12-05-1981 registered at Sr. No. 1501 (P) in Additional Book No. I, Volume No. 365 on Pages 109 to 111 on 13-05-1981 with Joint Sub Registrar Nagpur III,

AND WHEREAS, the aforesaid Shri Ramanlal S/o Kishandas Kothari lateron transferred the abovesaid Plot No. 4 admeasuring 395.25 Sqr. Mtrs. to his Wife Mrs. Sushila W/o Ramanlal Kothari by a Gift Deed dated 23-12-1987 registered at Sr. No. 2420 in Book No. I, with Joint Sub Registrar Nagpur,

AND WHEREAS, Mrs. Sushila W/o Ramanlal Kothari constructed Double Storied Residential House having Built Up area of 262.6248 Sqr. Mtrs. on the abovesaid Plot No. 4 as per the Building Plan sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/2245/16623 dated 16-02-1995,

AND WHEREAS, the aforesaid Mrs. Sushila W/o Ramanlal Kothari transferred the abovesaid Plot No. 4 admeasuring 395.25 Sqr. Mtrs. alongwith Residential House constructed thereon to Shri Shridhar S/o Vasant Khardenavis vide Sale Deed dated 05-08-2002 registered at Sr. No. 2864 in Book No. I with Sub Registrar Nagpur No. 1,

AND WHEREAS, on expiration of the term of Lease, the Nagpur Improvement Trust, Nagpur extended the same for a further term commencing from 01-04-2011 and ending on 31-03-2041 by executing a Renewed Indenture of Lease, which is duly registered at Sr. No. 6072 in Book No. 1 on 01-12-2014 with Sub Registrar Nagpur No. 4,

AND WHEREAS, the Vendors hereinabove named purchased the abovesaid Plot No. 4 admeasuring 395.25 Sqr. Mtrs. alongwith Residential House constructed thereon vide Sale Deed dated 07-05-2015 registered at Sr. No. 2942/2015 in Book No. I on 07-05-2015 with Sub Registrar Nagpur No. 1,

AND WHEREAS, the Vendors have decided to develop the aforesaid Plot No. 4 into a RESIDENTIAL CUM COMMERCIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein,

AND WHEREAS, the Vendors have prepared a Plan of a Multistoried Building proposed to be constructed on the said Plot of land to be known and styled as "IVORY PALMS" and the same is duly sanctioned by the Assistant Commissioner, Laxminagar Zone-I, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 66/BP/Parsodi (W)/TP/N.M.C./13 dated 03-11-2015,

AND WHEREAS, the Vendors have placed the abovesaid Plot alongwith Multistory Building thereon titled "IVORY PALMS" under the Apartment Ownership Scheme and executed a Deed of Declaration under the Maharashtra Apartment Ownership Act, 1970 registered at Sr. No. 2494/2016 on 04-05-2016 with Sub Registrar Nagpur No. 4,

AND WHEREAS, the Purchaser is interested in acquiring Apartment No. on ----- Floor having ----- Sqr. Mtrs. Built Up Area including Covered Balcony & Premium Area in the abovesaid building titled "**IVORY PALMS**", alongwith 11.81 % Undivided Share and Interest in the Plot of Land from the Vendors, and the cost of Apartment is decided at Rs. -----/-,

NOW THEREFORE THIS AGREEMENT TO SELL OF AN APARTMENT WITNESSES and it is hereby agreed by and between the parties as under:

1. That the Vendors shall sell and the Purchaser shall purchase ALL THAT R.C.C. Superstructure bearing Residential Apartment No ----- on First Floor having ----- Sqr. Mtrs. Built Up Area including Covered Balcony & Premium Area in the building titled "IVORY PALMS" alongwith 11.81 % Undivided Share and Interest in ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 4 admeasuring 395.25 Sqr. Mtrs. / 4254.47 Sqr. Fts. in Bhamti Parsodi Street Scheme, being a portion of entire land bearing Khasra Nos. 82 and 84/1, P.S.K. 44, Mouza: Parsodi, City Survey No. 1107, Sheet No. 28, bearing Nagpur Municipal Corporation House No. 1954/4, Ward No. 74, situated at Shree Nagar, Near Gayatri Nagar, Parsodi, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur, more specifically and elaborately described in the schedule of Property hereunder for a consideration of Rs. -----/- (Rupees ----- Only).

2. That the Schedule of Payment is as under:

Rs. Paid by ----- on----- at the time of Booking.

Rs. Paid by ----- on-----

Rs. Paid by ----- on-----

Rs. Paid by ----- on-----.

Rs. To be paid on or before ----- or on the date of registration of Sale Deed, whichever is earlier.

Rs. -----/-

TOTAL (Rupees ----- Only).

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

3. That the time is essence of Contract and in case Purchaser fails to pay the amount of Installments as stated above, then the Vendors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by the Purchaser to the Vendors till date of cancellation or minimum Rs. 1,00,000/- per Unit whichever is more shall be forfeited to the Vendors, after giving full opportunity of making payment for a period of one month from the due date to the Purchaser and balance 90 % will be refunded to them in installments on re-allotment of the said Unit to other prospective purchaser and within 6 months from the date of receipt of payment from him. If the Vendors fails to pay the amount within that period it will be subject to penalty at 6 % per annum till the date of payment or refund to the Purchaser. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchaser are subject to refund as per the provisions of The Maharashtra Stamp Act.

4. That without prejudice to the Vendor's other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, the Purchaser shall be liable to pay penalty at the rate of 2 % per month on the overdue amount from the date of default till that amount is paid.

5. That the Purchaser shall not be entitled to assign or mortgage his rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Vendors till he has been delivered possession after making full and final payment alongwith incidental payments, if any, to the Vendors and a conveyance has been executed in his favour. For intermittent transfers a Transfer Fee of 10 % of the amount paid by the Purchaser or minimum Rs. 1,00,000/- per Unit whichever is more would be charged subject to approval of the Nominated person by the Vendors.

6. That the Vendors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors shall indemnify the Purchaser for any loss that may be caused to him due to any defect in their title.

7. That the Vendors undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible.

8. That the Vendors hereby declare that the Plot alongwith the Multistory Building is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration is registered at Sr. No. 2494/2016 on 04-05-2016 with Sub Registrar Nagpur No. 4 and the Purchaser would automatically become member of the

Apartment Association and have to abide by the provisions of Maharashtra Apartment Ownership Act, 1970, Maharashtra Apartment Ownership Rules 1972 and Deed of Declaration and Bye-laws of the Association.

9. That the Purchaser has seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and he has understood and satisfied about the same and shall not question on this count in future.

10. That it is understood by the Purchaser that the Vendors shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchaser.

11. That the Vendors would not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including the charges for installation of Electric and Water meters, Legal Expenses, Stamp Duty and Registration Fees, etc. are paid by him in full to the Vendors.

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

13. That the Purchaser further covenants that after the sale deed is executed, he shall be solely responsible and liable for payment of separate Municipal Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on his share in the property. If the Purchaser fails to execute the sale deed within the stipulated period or within the time notified by the Vendors for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.

14. That the Purchasers further undertake to give his maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the Purchasers fail to take the possession within the stipulated period, the maintenance charges on their Apartment will become payable from the date notified for possession and it will be recovered at the time of possession. The Purchasers have to deposit Rs. 50,000/- (Rupees Fifty Thousand Only) on this account with the Vendors before registration of Sale Deed. The responsibility of Building Maintenance after one year would lie on Building Association and will be sole responsibility of Members of Association.

15. That the Purchaser has to pay common divided share for electricity network and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement, Municipal Water Connection, Individual Electricity Meter Security Deposit and Connection Charges for the Apartment and other allied work etc. to the Vendors over and above the consideration mentioned hereinabove.

16. That in case the Purchaser desire to terminate this agreement, he may do so, by giving one months notice in writing to the Vendors and in that case only 90 % of the amount paid till that date shall be refunded by installments on re-allotment of the

said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from them. If Vendors fail to pay the amount within the stipulated period, it will carry 6 % interest per annum from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser would be refundable as per provisions of The Maharashtra Stamp Act.

17. That it is agreed by and between the parties that the breach of any of the terms and Conditions contained in this agreement by the Purchaser, the agreement shall automatically come to an end ISPO FACTO, and no notice shall be required to be given to Purchaser for cancellation of agreement of their Apartment. The amount paid by the Purchaser so far will be refunded after deducting therefrom 10 % of the amount paid till date.

18. That the purchasers have agreed to pay VAT levied by the State Government and Service Tax or any future taxes levied by the Central Government at the time of registration of Agreement to Sell or from time to time as applicable.

19. That the Vendors shall always have a right to get the benefit of additional or unutilized or future F.S.I. or make use of the TDR as sanctioned by the concerned authorities, as and when required, to make the additional floors/units, additions, alterations, raise storeys, put up additional structures. Such additional structures and storeys will be the sole property of the Vendors alone who will be entitled to use the terrace including parapet wall for any purpose and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Vendors.

20. That the Vendors hereby state that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land stand revised as per revised building plan sanctioned by the Authority. The Vendors reserve right to utilize the same and the Purchaser consents to the Vendors in consuming the said FSI.

21. That the Vendors are contemplating to revise the sanction plan in due course subject to approval from concerned authority i.e. Nagpur Municipal Corporation, Nagpur and the percentage of undivided land attributed to Purchaser Apartment shall stand revised as per revised plan. The Purchasers extend their consent to revise the sanction plan.

22. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vest with the Vendors. However the Vendors shall share the common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vest with the Vendors.

23. That the Apartment No. F-101 on First Floor is having Built Up Area including Covered Balcony & Premium Area of 68.39 Sqr. Mtrs. and Super Built Up Area of 109.29 Sqr. Mtrs.
24. That the Purchaser agree to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendors.
25. That the Vendors agree to execute Sale Deed in favour of Purchaser or any other person nominated by the Purchaser subject to approval of Nominated Person by Vendors and payment of Stamp Duty and Registration Fee as per rules.
26. That the abovesaid Apartment No. F-101 is in unfinished condition and the Purchaser is covenant with the Vendors that he has agreed to purchase the same as is where is basis and the work of Tile Fitting, Putty, Painting, Electrification, Sanitary, Doors and Windows and other allied works would be completed by the Purchaser with his own cost and expenses.
27. That the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the Vendors and other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.
28. That if there is any defect in Construction, the Purchasers shall intimate the same within 6 months from the date of possession/handing over of building whichever is earlier. After 6 months, the Vendors shall not be responsible for the same.
29. That the Purchaser is prohibited from disturbing foundations, Columns, Beams, External Elevation, and other Common Installations while carrying interiors or otherwise.
30. That for All Unit Holders Specific Space would be earmarked for Display of Names of Occupants or their Lessees and they are prohibited for Display of their names, symbols on the outer of the Building or elsewhere in the Building except on the entrance door or above.
31. That the said Apartment is meant for the purpose as duly sanctioned by the competent authority and the Purchaser is prohibited from changing use of the said apartment for other purpose and if they change the User then they would be entirely responsible for the same.
32. That it is understood by the Party No. 2 that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work and particularly described in specifications attached hereto in the Schedule-II. It is understood by the Party No. 2 that shortcomings inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Party No. 2 that on account of practical constraints there will be allowance of plus or minus Five percent variation in dimensions shown in the

sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Party No. 2 for such variation.

33. That the additions and alterations in the Apartment would be carried out without disturbing the Frame Structure and Elevation of the Building and strictly on advance payment basis. However responsibility of defects arising out of these additions and alterations would rest on Purchaser.

34. All the expenses for execution and Registration, Stamp Duty, Registration Fee and Professional Charges for Agreement to Sell, Sale Deed/Apartment Deed etc. are to be borne and paid by the Purchaser.

DESCRIPTION OF PROPERTY

ALL THAT R.C.C. Superstructure bearing Residential **Apartment No. -----** on **First Floor** having ----- **Built Up Area including Covered Balcony & Premium Area** in the building titled "**IVORY PALMS**", alongwith **11.81 %** Undivided Share and Interest in ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold **Plot No. 4** admeasuring **395.25 Sqr. Mtrs. / 4254.47 Sqr. Fts.**, in Bhamti Parsodi Street Scheme, being a portion of entire land bearing **Khasra Nos. 82 and 84/1**, P.S.K. 44, **Mouza: Parsodi, City Survey No. 1107, Sheet No. 28**, bearing Nagpur Municipal Corporation **House No. 1954/4, Ward No. 74**, situated at Shree Nagar, Near Gayatri Nagar, Parsodi, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur and bounded as under:

TOWARDS EAST	-	Road
TOWARDS WEST	-	Land
TOWARDS NORTH	-	Plot No. 5
TOWARDS SOUTH	-	Plot No. 3

In witness whereof the parties to this Agreement to Sell have put their signatures at Nagpur on the day above written in the presence of two attesting witnesses.

Drafted By: B.R.Khumkar

(Shivam Manmohan Hingle)

(Akshay Pratap Singh Hingle)
VENDORS/PARTY NO. 1

PURCHASER/PARTY No. 2

WITNESSES:

1. _____

2. _____