## AGREEMENT TO SELL FOR RS. ONLY

## (RUPEES ONLY)

## MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ Day of JULY, 2017 BETWEEN (1) SHRI. EKLAWYA S/o BABURAOJI WASEKAR, Aged 51 Years, Occupation - Business, Resident of Plot No. 8, Shraddhanandpeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AAAHW0171N & AADHAR No. 5210 8091 4300)**; AND (2) SHRI. NARENDRA S/o BABURAOJI WASEKAR, Aged 59 Years, Occupation – Business, Resident of Plot No. 8, Shraddhanandpeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AADHN920L & AADHAR No. 7632 2039 7306)**, the aforesaid No. 2 acting through his duly Constituted Attorney SHRI. EKLAWYA S/o BABURAOJI WASEKAR, Aged 51 Years, Occupation - Business, Resident of Plot No. 8, Shraddhanandpeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AAAHW0171N & AADHAR No. 5210 8091 4300)**, the aforesaid No. 1, hereinafter both 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**

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MRS./SHRI. _____ W/o-S/o _____, Aged _____ Years, Occupation – _____, Resident of _____, Nagpur, Tahsil and District – NAGPUR **(PAN _____ & AADHAR No. _____)**, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 298-A in Civil Station Expansion Scheme, containing by admeasurement 5377 Sq. Ft. (OR 499.53 Sq. Mtrs.) bearing City Survey No. 191 and Sheet No. 20/9 of Mouza – AMBAZARI, situate at Gokulpeth Layout, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR, Originally belonged to Shri. Chhotelal S/o Ramlal Sonkar having been acquired the same by him from the Nagpur Improvement Trust by a Deed of Allotment Dated 5-11-1958. However an Indenture of Lease regarding the said property could not be executed in his favour by the Nagpur Improvement Trust; AND

WHEREAS during the course of time the said Shri. Chhotelal S/o Ramlal Sonkar left for heavenly abode on 2-12-1969, leaving behind him his only son Shri. Sonalal S/o Chhotelal Sonkar and only Daughter Mrs. Shantabai W/o Kailashbabu Sonkar as his only legal heirs, who inherited the said entire property by way of intestate succession; AND

WHEREAS the aforesaid Shri. Sonalal S/o Late Shri. Chhotelal Sonkar left for heavenly abode on 7-9-1996, leaving behind him his widow, Smt. Shakuntalabai, 2 sons namely Shri. Suresh and Shri. Vijay and 2 Daughters namely Mrs. Chanda W/o Shyamrao Koroche and Mrs. Geeta W/o Ravindra Sonkar as his only legal heirs, who inherited his share in the said property by way of intestate succession. In the like manner the aforesaid Shri. Vijay S/o Late Shri. Sonalal Sonkar also left for heavenly abode on 23-8-2000 leaving behind him his widow Smt. Snehlata and 3 Minor Daughters namely Miss. Munmun, Miss. Loveleena and Miss. Bulbul as his only legal heirs, who inherited his share in the said property by way of intestate succession; AND

WHEREAS the aforesaid Mrs. Shantabai W/o Kailashbabu Sonkar lateron Relinquished all her rights, title and interest in respect of the said property in favour of Smt. Shakuntalabai Wd/o Late Shri. Sonalal Sonkar, Shri. Suresh S/o Late Shri. Sonalal Sonkar, Mrs. Chanda W/o Shyamrao Koroche, Mrs. Geeta W/o Ravindra Sonkar, Smt. Snehlata Wd/o Late Shri. Vijay Sonkar, Miss. Munmun D/o Late Shri. Vijay Sonkar, Miss. Loveleena D/o Late Shri. Vijay Sonkar and Miss. Bulbul D/o Late Shri. Vijay Sonkar, by executing a Deed of Release on 12-8-2002, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 3008 on even date; AND

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WHEREAS the said Smt. Shakuntalabai Wd/o Late Shri. Sonalal Sonkar, Shri. Suresh S/o Late Shri. Sonalal Sonkar, Mrs. Chanda W/o Shyamrao Koroche, Mrs. Geeta W/o Ravindra Sonkar, Smt. Snehlata Wd/o Late Shri. Vijay Sonkar, Miss. Munmun D/o Late Shri. Vijay Sonkar, Miss. Loveleena D/o Late Shri. Vijay Sonkar and Miss. Bulbul D/o Late Shri. Vijay Sonkar lateron jointly transferred the aforesaid entire property by way of Sale to Shri. Narendra S/o Baburaoji Wasekar, Shri. Eklawya S/o Baburaoji Wasekar and Shri. Prabhakar S/o Murlidhar Patil jointly by a Sale Deed Dated 2-6-2004, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 3092 on even date. While purchasing the aforesaid property the said Shri. Narendra S/o Baburaoji Wasekar, Shri. Eklawya S/o Baburaoji Wasekar and Shri. Prabhakar S/o Murlidhar Patil had paid, provided and contributed the agreed sale consideration in equal proportion and consequentially therefore their ownership on the said property was also in the same ratio i.e. Undivided 1/3rd each; AND

WHEREAS on expiration of the Original term of Lease, the Nagpur Improvement Trust lateron extended the same for a further term commencing from 25-11-1958 and ending on 24-11-2018 by executing a Renewed Indenture of Lease regarding the aforesaid Plot in favour of the earlier owners namely Smt. Shakuntalabai Wd/o Late Shri. Sonalal Sonkar, Shri. Suresh S/o Late Shri. Sonalal Sonkar, Mrs. Chanda W/o Shyamrao Koroche, Mrs. Geeta W/o Ravindra Sonkar, Smt. Snehlata Wd/o Late Shri. Vijay Sonkar, Miss. Munmun D/o Late Shri. Vijay Sonkar, Miss. Loveleena D/o Late Shri. Vijay Sonkar and Miss. Bulbul D/o Late Shri. Vijay Sonkar on 22-9-2004, which is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 2722 on 24-9-2004; AND

WHEREAS the said Shri. Prabhakar S/o Murlidhar Patil lateron transferred his Undivided 1/3rd share and interest in the said property by way of Sale to Shri. Eklawya S/o Baburaoji Wasekar, the Vendor No. 1 hereinabovenamed, by a Sale Deed Dated 28-10-2013 which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 7602 on even date. The said Sale Deed Dated 28-10-2013 is duly Consented by Shri. Narendra S/o Baburaoji Wasekar. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records. The Vendor No.1 holds, owns and possesses the Undivided 2/3rd share and interest in the said entire property and the remaining Undivided 1/3rd share and interest therein belongs to Vendor No. 2 with heritable and transferable rights therein; AND

WHEREAS the Vendors have now jointly decided to develop the aforesaid Plot No. 298-A into a COMMERCIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various Shop/I.T. Establishment/Chamber therein; AND

WHEREAS the Vendors have accordingly prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as “TIRUPATI ENCLAVE” and the same is duly sanctioned by the Assistant

Commissioner, Dharampeth, Zone No. II, Nagpur Municipal Corporation vide his Building Permit No. 482/D'peth/Z No. II/NMC/2015 Dated 5-10-2015. The Vendors have decided to load the TDR of _____ Sq. Mtrs. on the proposed Multistoreyed Building. Shri. Rajesh S/o _____ Jaiswal, Resident of 587, Cotton Market, Ghat Road, Nagpur bearing Registration No. CA/95/18807 has been appointed as an Architect of the proposed Project; AND

WHEREAS the Vendors have registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Nagpur bearing Registration No. _____ Dated -7-2017; AND

WHEREAS the Vendors do hereby jointly and severally declare that the aforesaid Plot of land is Nagpur Improvement Trust Leasehold land. The Vendors have not availed any Project Finance/any Financial assistance against the aforesaid property from any Financial Institutions; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors' title to the said property as good, valid and marketable. The Vendors have 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 Shop/I.T. Establishment/Chamber and proportionate share in land to be allotted to such Shop/I.T. Establishment/Chamber by the Vendors; AND

WHEREAS the Purchaser being desirous of owning a Shop/I.T. Establishment/Chamber in the said Multistoreyed building for her/his Commercial use with heritable and transferable rights therein has approached the Vendors and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Plot No. 298-A TOGETHERWITH the entire R.C.C Superstructure comprising Shop/I.T. Establishment/Chamber No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and after detailed negotiations the Vendors have agreed to sell the same to the Purchaser and the Purchaser has also specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost of construction of the Shop/I.T. Establishment/Chamber chosen by her/him to the Vendors; AND

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

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

(1) THAT the VENDORS will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 298-A in Civil Station Expansion Scheme, containing by admeasurement 5377 Sq. Ft. (OR 499.53 Sq. Mtrs.) TOGETHERWITH the entire R.C.C. Superstructure comprising Shop/I.T. Establishment/Chamber No. _____ covering a Carpet area of _____ Sq. Mtrs./Built-up area of _____ Sq. Mtrs. and Covered/Open Balcony area of _____ Sq. Mtrs. on the _____ FLOOR of a building constructed thereon and known and styled as “TIRUPATI ENCLAVE" alongwith Covered Parking Space/Garage for ____ Car/s having an area of _____ Sq. Mtrs. on _____ Floor allotted to the said Shop/I.T. Establishment/Chamber, bearing Corporation House No. 333, City Survey No. 191 and Sheet No. 20/9 of Mouza – AMBAZARI, situate at Gokulpeth Layout, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 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 (i.e. Rs. _____/- Only towards the agreed cost of the Undivided Proportionate share and interest in the said Plot of land and the cost of construction of the said Shop/I.T. Establishment/Chamber + Rs. _____/- Only towards the agreed cost of the Covered Parking space/Garage to be allotted to the said Shop/I.T. Establishment/Chamber), which the Purchaser has specifically agreed to pay to the Vendors 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 :**

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendors towards Booking by Cheque No. _____ Dated -7-2017 Drawn on _____ Bank _____ Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendors.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before casting of First Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before casting of Second Floor Slab.

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Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before casting of Third Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before casting of Fourth Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before completion of individual Brick work.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before completion of Internal Finish.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before completion of External Finish.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors before taking over actual possession of the chosen Apartment **OR** at the time of Registration of the Sale Deed, whichever is earlier.

**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 Vendors on demand and shall always indemnify the Vendors against such payments/dues/penalties etc.

THAT the Purchaser shall pay the respective Installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each Installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above Installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendors. In the event of such termination/ cancellation of this Agreement, the Vendors shall be at full liberty to resell the said Shop/I.T. Establishment/Chamber Togetherwith the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without giving any further intimation or notice to the Purchaser and in such event the Vendors shall within 30 Days from the

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date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 2,00,000/- (Rupees Two Lac) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by her/him shall not be a ground for non payment of any of the installments on due stages.

(3) THAT the Undivided _____ Percent share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendors' title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation. She/He has also satisfied herself/himself about the Vendors' right to enter into this Agreement with the Purchaser.

(5) 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 shall be 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.

(6) 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.

(7) THAT the Vendors shall erect and build the proposed Multistoreyed building consisting of various Shops/I.T. Establishments/Chambers therein strictly in accordance with the Plan sanctioned by the Assistant Commissioner, Dharampeth, Zone No. II, Nagpur Municipal Corporation and the specifications mentioned in ANNEXURE-A appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Vendors at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendors have reserved their right to revise the sanctioned Plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(9) THAT the Purchaser has finally chosen to own and possess Shop/I.T. Establishment/Chamber No. _____ on the _____ FLOOR of the proposed building more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Vendors shall complete the said Building and make the Shop/I.T. Establishment/Chamber chosen by the Purchaser available for her/his occupation on or

before _____ failing which the Vendor shall pay a sum @ of Rs. 10,000/- (Rupees Ten Thousand) Only per month by way of liquidated damages to the Purchaser with effect from _____ till the date of handing over actual possession of the said Shop/Office/Block/Business Place/Apartment to her/him. However the Vendors shall be entitled to reasonable extension of time for delivery of possession of the said Shop/I.T. Establishment/Chamber to the Purchaser on the stipulated date, if the completion of the building is delayed on account of :-

i. War, Civil Commotion or act of God.
ii Any Notice, Order, Rule, Notification of the Government/Other public or competent authority/any Court.
iii. Delay in procuring Government statutory permission and compliances including Occupancy Certificate/Completion Certificate.

If the Purchaser fails to take the actual physical possession of the said Shop/I.T. Establishment/Chamber on stipulated date, then in such event the Purchaser shall be liable to pay the applicable maintenance charges to the Vendors or the Association of Apartment Owners, without assigning any reason or excuse.

(11) THAT the Vendors shall not deliver the actual possession of the said Shop/I.T. Establishment/Chamber to the Purchaser until the entire cost of construction including also the Deposits and charges for installation of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. are paid by her/him in full to the Vendors. The Vendors may install a Transformer for the aforesaid Building, if the same is advised by Maharashtra State Electricity Board. The Transformer Charges and installation charges shall be separately borne and paid by the Purchaser proportionately. In the like manner the Purchaser shall also pay the proportionate charges for the fire safety device which may be installed in the said Multistoreyed Building proposed to be constructed on the said Plot of land.

(12) THAT the Vendors shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Shop/I.T. Establishment/Chamber with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Vendors.

(13) THAT during the period of building construction the Purchaser with Two days' advance intimation to the Vendors, may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(14) THAT for the purpose of giving clear title over the Shop/I.T. Establishment/Chamber chosen by the Purchaser and each of the other buyers in the said building, the Vendors have executed a Deed of Declaration Under Section 2 of

The Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 6233 on 2-11-2015. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

(15) 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 interse in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(16) THAT the available open space, the common areas and common facilities as may be provided in the said Building shall be of common use of all the Shop/I.T. Establishment/Chamber 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 Shop/I.T. Establishment/Chamber Owner or Owners.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Shop/I.T. Establishment/Chamber chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 2,00,000/- (Rupees Two Lac) Only by way of liquidated damages, within 30 Days from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendors shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Shop/I.T. Establishment/Chamber to any prospective/intending buyer as may be approved by the Vendors without any further notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Vendors that even after her/his taking over the actual possession of the Shop/I.T. Establishment/Chamber chosen by her/him (on receipt of possession letter from the Vendors), she/he will not object or prevent or obstruct the Vendors in any way in carrying on and completing the work of other Shop/I.T. Establishment/Chamber in the said building and keeping building materials on the available open land.

(19) THAT the Vendors reserve their right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Vendors in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other

common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Shops/I.T. Establishments/Chambers are constructed thereon by the Vendors and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(19)(a) THAT the Vendors alone shall have full right, absolute authority and unfettered discretion to use, utilize and consume the FSI available to the said Plot of land and/or TDR or any other benefit for construction on the said Plot of land as may be permitted by law and the sanctioning authority. In such event the Vendors shall be at full liberty to construct additional Structures and Floors on the proposed Building as it may desire and deem fit and proper without disturbing the Carpet Area hereby agreed to be sold by the Vendors to the Purchaser. The Purchaser hereby undertakes to extend the unconditional co-operation to the Vendors for obtaining the revised Building Plan duly sanctioned from the sanctioning authority. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Shops/I.T. Establishments/Chambers are constructed thereon by the Vendors and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Shop/I.T. Establishment/Chamber chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

(21) THAT the Vendors shall deliver the actual possession of the Undivided share and interest in the said Plot of land Togetherwith Shop/I.T. Establishment/Chamber No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his nominee(s) at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other co-owners thereof and the Shop/I.T. Establishment/Chamber chosen by her/him absolutely with heritable and transferable rights therein.

(22) THAT the Purchaser hereby agrees not to occupy the said Shop/I.T. Establishment/Chamber without prior written permission of the Vendors else she/he shall be treated as a trespasser.

(23) THAT the Vendors do hereby agree with the Purchaser that on receipt of the

balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration Fees, payment of Goods and Services Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, they will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Shop/I.T. Establishment/Chamber No. _____ on the _____ FLOOR in favour of the Purchaser or the nominee(s) appointed by her/him and get the same duly Registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Shop/I.T. Establishment/Chamber chosen by her/him to the Vendors.

(24) THAT 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 Shop/I.T. Establishment/Chamber chosen by her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(25) THAT the Purchaser shall pay proportionate share of Ground Rent/Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession whichever is earlier onwards and shall always keep the Vendors indemnified against such payments.

(26) THAT it is understood by the Purchaser that the Vendors shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendors shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(27) THAT the Vendors shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Shop/I.T. Establishment/Chamber and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendors indemnified against the same. However the Vendors shall use and install standard proprietary items in the said Shop/I.T. Establishment/Chamber and they shall also see that they are properly working at the time of installation.

(28) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at her/his address as described above.

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

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(30) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be settled by negotiations. In case of failure to settle the dispute amicably, then in such event the same shall be referred to The Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

(31) THAT the Vendors do hereby covenant with the Purchaser as under :-

i. The Vendors have absolute, clear and marketable title with respect to the project land as declared in the Title Report annexed to this Agreement. The Vendors have absolute and legal possession of the project land.

ii. The Vendors have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project within the stipulated time.

*iii.* There are no encumbrances upon the project land.

Iv. There are no litigations pending before any Court of law with respect to the aforesaid Project land.

v. All drawings, site plans, other drawings are as given to the Vendors by the appointed Architect, Structural Consultants. The Vendors have thus disclosed the same to the Purchaser and the Purchaser is fully aware that the Professional liability has been undertaken by them individually with the Vendors which shall prevail on these Consultants individually or cumulatively if there is any loss/harm is caused to the Purchaser and based on these said details of the drawings and the calculations and areas shown, the Purchaser has agreed to purchase the said Shop/I.T. Establishment/Chamber.

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project land and said building shall be obtained by due process of law and the Vendors have been and shall at all times remain to be in compliance with all applicable laws in relation to the Project building and common areas.

vii. The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right and interest of the Purchaser created herein, may prejudicially be affected.

viii. The Vendors have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the instant project land including the Project and the said Shop/I.T. Establishment/Chamber/Plot which will in any manner affect the rights of Purchaser under this Agreement.

ix. The Vendors declare that they are not restricted in any manner whatsoever from selling the said Shop/I.T. Establishment/Chamber to the Purchaser in the manner contemplated in this Agreement.

x. At the time of execution of the sale deed, the Vendors shall handover lawful, vacant, peaceful, physical possession of the Shop/I.T. Establishment/Chamber to the Purchaser and the common areas to the Association of the Purchasers.

xi. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over and upon the Schedule Property.

xii. The Vendors have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project to the Competent Authorities upto the date of possession or upto the date of registration of the Sale Deed of the said Shop/I.T. Establishment/Chamber in favour of the Purchaser or her/his nominee(s).

xiii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors in respect of the said Land and/or the Project except, those disclosed in the title report.

(32) THAT the Purchaser does hereby covenant with the Vendors as under :-

i. To maintain the said Shop/I.T. Establishment/Chamber at her/his own costs in good tenantable repair and condition from the date of possession of the said Shop/I.T. Establishment/Chamber is taken and shall not do or suffer to be done anything in or to the said Building in which the said Shop/I.T. Establishment/Chamber is situated which may be against the rules, regulations or bye-laws of Concerned Local or any Other Authority.

ii Not to store in the said Shop/I.T. Establishment/Chamber any goods

which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Shop/I.T. Establishment/Chamber is situated or storing of which goods is objected to by the Concerned Local or Other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building including entrance of the said Building and in case any damage is caused to the Building or the said Shop/I.T. Establishment/Chamber on account of negligence or default of the Purchaser in this behalf. The Purchaser/s shall be liable for the consequences of the breach.

iii. To carry at her/his own cost all internal repairs to the said Shop/I.T. Establishment/Chamber and maintain the said Shop/I.T. Establishment/Chamber in the same condition, state and order in which it was delivered by the Vendors to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Shop/I.T. Establishment/Chamber is situated or the said Shop/I.T. Establishment/Chamber which may be against the rules and regulations and bye laws of the Concerned Authority or Other Public Authority. In the event of the Purchaser's committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the Concerned Local Authority and/or Public Authority.

iv. Not to demolish or cause to be demolished the said Shop/I.T. Establishment/Chamber or any part thereof nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Shop/I.T. Establishment/Chamber or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains pipes in the said Shop/I.T. Establishment/Chamber and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Shop/I.T. Establishment/Chamber without the Prior written permission of the Vendors and/or the Association.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in Premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/I.T. Establishment/Chamber in the compound or any portion of the said property and the building in which the said Shop/I.T. Establishment/Chamber is situated.

vii. Pay to the Vendors within 7 (Seven) days of demand by the Vendors, her/his share of Security Deposit demanded by Concerned Local Authority or Government or giving water, electricity or any other service connected to the building in which the said Shop/I.T. Establishment/Chamber is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or Other Public Authority, on account of change of User of the said Shop/I.T. Establishment/Chamber by the Purchaser.

ix. The Purchaser shall observe and perform all the rules and regulations which the said Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Shop/I.T. Establishment/Chamber therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Shop/I.T. Establishment/Chamber in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

x. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound.

xi. Not to fix air conditioners at place other than earmarked for fixing such premises or at any other place which affects the elevation of the said Building in any manner whatsoever.

xii. Not to shift/change location of Kitchen and toilets which affects drainage system of the said Building in any manner whatsoever.

xiii. Notwithstanding anything herein contained the Vendors shall not be liable for any defect or damage caused to the said Unit or said Building or to rectify any such defect caused as a result of any change, repairs or alteration carried out by the Purchaser. The liability of the Vendors

hereunder shall forthwith cease in the event the Purchaser makes any such change or carries out any repairs or alteration to the said Shop/I.T. Establishment/Chamber or to the said Building without the prior written consent of the Shop/I.T. Establishment/Chamber.

xiv. The Purchaser shall permit the Vendors and their employees, servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Shop/I.T. Establishment/Chamber and the said Building or any part thereof to view and examine the state and condition thereof.

xv. To bear and pay local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and or other public Authority on account of change of User of the said Shop/I.T. Establishment/Chamber and the Purchaser hereby agree(s) to indemnify the Vendors against all costs, charges and expenses and/or damages etc. suffered or incurred by the Vendors in respect hereof.

xvi. The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Shop/I.T. Establishment/Chamber therein and for the observance and performance of the Building Rules, Regulation and Bye-Laws for the time being the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and performance all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Shop/I.T. Establishment/Chamber and the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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

(34) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees payable thereon have been agreed to be borne and paid by the Purchaser.

**FIRST SCHEDULE REFERRED TO ABOVE**

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 298-A in Civil Station Expansion Scheme, containing by admeasurement 5377 Sq. Ft. (OR

499.53 Sq. Mtrs.) including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 333, City Survey No. 191 and Sheet No. 20/9 of Mouza – AMBAZARI, situate at Gokulpeth Layout, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR and bounded as under :-

| | | |
|---|---|---|
| **ON THE EAST** | **-** | **PLOT NO. 279.** |
| **ON THE WEST** | **-** | **ROAD.** |
| **ON THE NORTH** | **-** | **ROAD.** |
| **ON THE SOUTH** | **-** | **PLOT NO. 298.** |

**SECOND SCHEDULE REFERRED TO ABOVE**

**(COMMERCIAL)**

ALL THAT R.C.C. Superstructure comprising Shop/I.T. Establishment/Chamber No. _____ on the _____ FLOOR of a Building proposed to be constructed on the aforesaid Plot No. 298-A and to be known and styled as “TIRUPATI ENCLAVE" covering a Carpet area of _____ Sq. Mtrs./Built-up area of _____ Sq. Mtrs., Covered/Open Balcony area of _____ Sq. Mtrs. on the _____ FLOOR and Covered Parking Space/Garage for ____ Car/s having an area of _____ Sq. Mtrs. on _____ Floor allotted to the said Shop/I.T. Establishment/Chamber, including/excluding share in Staircase and Balconies for Upper Floors.

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**THIRD SCHEDULE**

**(List of Common areas and facilities)**

**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 telephones
7. 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.
8. Open front space at the ground floor level/open common parking.
9. Common toilets on the ground floor.

**FOURTH SCHEDULE**

**(List of Specifications)**

**a) Basement and Foundation up to Plinth Level** -

a) Foundation with M-20 / M 25 grade concrete and Fe-500 grade steel.
b) Depth 1500 mm from Ground level or as per sanctioned plan.
c) Brick soling below foundation or as per plan.
d) 100 thick PCC (1:4:8)

**b) Superstructure** -

a) RCC structure with M -20 / M-25 grade concrete and Fe-500 grade steel.
b) 200 mm External brick works with cement sand mortar (1:4).
c) 12 mm thick internal plaster (1:5).
d) 15 mm thick external plaster (1:5) / (1:6).

**c) Doors** -

a) Provision for Internal doors: 32 / 35 mm.
b) Provision for Toilet doors.

**d) Windows** -

Provision for structural glazing windows.

**e) Electrical** –

a) Concealed wiring (Finolex, Polycab or equivalent) with standard points in all rooms
b) Switches: ABB or Legrand make.
c) Provision 8/10 way MCB for all circuits.

**f) Sanitary and Plumbing –**

a) Sanitary Fittings: Jaguar or Equivalent make.
b) PVC pipes: Astral or Equivalent make.
c) Provision for Concealed U-PVC hot and cold water lines in all toilets
d) PVC medium pipes for external water lines.
e) High density (HDPE) PVC pipes for waste and solid lines.
f) PVC 100 mm diameter rain water down pipe.
g) Provision for C.P. fittings for all toilets.
h) Provision for White vitreous sanitary fittings like normal commode, basin, etc. in each toilet.

IN WITNESS WHEREOF the VENDORS 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)** _____

**(EKLAWYA BABURAOJI WASEKAR)**
**For self and also as a duly Constituted**
**Attorney for Shri. Narendra Baburaoji Wasekar**
**VENDORS**

**(2) _____** **(_____)**

**PURCHASER**

**LIST OF ANNEXURE**

| | | |
|---|---|---|
| Annexure “A” | : | Title Report. |
| Annexure “B” | : | Property Card |
| Annexure “C” | : | Building Commencement Certificate |
| Annexure “D” | : | Sanctioned Plan of the Project |
| Annexure “E” | : | Copy of Floor Plan. |
| Annexure “F” | : | Authenticated copy of Registration Certificate of the Project granted by the Real Estate Regulatory Authority |
| Annexure “G” | : | Report of Architect |
| Annexure “H” | : | Report of Structural Designer |