Stamp Duty Rs._____/-

SUB-REGISTER OFFICE NAGPUR

AGREEMENT TO SELL

VALUED at Rs._____/-
(Rs. _____ only)

MARKET VALUE RS._____ /-

Mouza : Manewada, Sheet No.47, C.T.S No.592,
Rate Rs.28,200/- sq.mt Page No.1431

This agreement to sell is made and executed on this ---th day of Oct _____.

BETWEEN

SHRI DILIP S/O RAMBHAU CHINCHMALATPURE, aged about 59 years, Occ.: Business, (PAN–ABMPC6654M), R/O Kelibagh Road, Mahal, Nagpur –440002, acting through his power of attorney **SHRI VIJAY S/O RAMBHAU CHINCHMALATPURE**, aged about 58 years, Occ. Business, R/o 36, Ganguly layout, Wardha Road, Somalwada, Nagpur-440025 Hereinafter called the **"VENDOR"** which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDOR as well as his heirs, representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

1) _____ **,** aged about _____ years, Occ. : Service, (PAN NO.----------) **1)**_____ **,** aged about ____ years, Occ. : Service, (PAN NO.----------) both R/o _____ hereinafter referred and called as **"PURCHASERS"** which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASERS as well as their heirs, representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

SHRI VIJAY RAMBHAU CHINCHMALATPURE, aged 58 years, Occ.: Business, R/o, Ganguly Lay Out, Wardha Road, Somalwada, Nagpur- 440025 hereinafter called the **"CONFIRMING PARTY"** which expression shall unless repugnant to the context or meaning thereof always mean and include the said Confirming party as well as his legal heirs, representatives, executors, administrators, successors and assigns of the **THIRD PART** (PAN NO.AAHPC2718C)

WHEREAS, the Vendor is the absolute and lawful owner of all that piece and parcel of land bearing plot No.3, admeasuring area 1897.50 sq.mtr. being portion of Survey No.70/1(Part and 71/1 (part) admeasuring 2.61 H.R and 0.70 H.R. respectively, situated at Mouza: Manewada, P.H.No.39-A, Occupancy Class-I having a City Survey No.592 and Sheet No.47 within the limit of Nagpur Municipal Corporation and Nagpur Improvement Trust Nagpur and hereinafter referred as "Said Land".

WHEREAS the Vendor has applied for conversion of said land into non-agricultural use and the Hon'ble Additional Collector, Nagpur granted permission to convert the said land into non-agricultural use by order passed in vide Revenue Case No.9/NAP-34/2010-2011 dated 25.07.2011.

WHEREAS the competent authority Assistant Director Town Planner, Nagpur Improvement Trust Nagpur has sanctioned the layout map vide order No.55NR/Planning/ 4212 Nagpur Rural dated 01.06.2011 and as per sanctioned layout map the vendor

demarcated a layout consisting various self contained plots therein.

AND WHEREAS, after conversion of said land into non-agricultural use, the vendor applied to Nagpur Improvement Trust for the release of the **Plot No.3** admeasuring area 1897.50 sq.mts. In the layout of Survey No.70/1 (part) 71/1 (part) of Mouza: Manewada, Nagpur and the NIT released the same vide letter No.EE (South) 22 dated 12.10.2012.

AND WHEREAS, the VENDER has thus became the absolute, lawful and legal owner and in possession of the said property i.e. plot No.3 admeasuring 1897.50 sq. mt transferable and heritable right therein and his name is also accordingly mutated in all the relevant record.

AND WHEREAS, the vender has further executed a General power of in favour of his brother **Shri Vijay S/o Rambhau Chinchmalatpure** for the execution and registration of the Agreement and sale deeds in favour of the prospective purchasers of the Apartments to be constructed on the said property. The said power of Attorney has registered at serial No.5139 on 23-11-2015 in the office of the Sub Register No.2 Nagpur,

AND WHEREAS, the Vendor has later on decided to develop the said property and accordingly as per sanctioned plan of a Multistoried Building proposed to be constructed on the said plot bearing No.03 and to be known and styled as **Govind Wing** in "**Golden Park-1**"and the same scheme is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide Building Permit No. BE (S) Case No.AB1145/Tracking No.201501095/493 dated 20.11.2015.

AND WHEREAS the Vendor registered documents "**Deed of Declaration**" before Sub-Registrar Office Nagpur No.2, on 23.11.2015 vide documents No.5138/2015 and thereby the Vendor has declared its Scheme in the name of **Govind Wing in "Golden Park-I**" residential flat Scheme to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS, the Said property of the vender is ancestral property and he want to develop the said plot no 3 in partnership with his real brother Shri Vijay Rambhau Chichmalatpure and accordingly they executed Memorandum of Understanding for development of said plot between them and Shri Vijay Rambhau Chichmalatpure confirmed said transaction as a confirming party.

AND WHEREAS the Purchasers being desirous of owing an apartment for his Residential use in the said Multistoried building with heritable and transferable right therein has approached the Vendor/confirming party and expressed his desire and willingness to purchase the Undivided proportionate share and interest in the said plot No.03 TOGETHERWITH the entire RCC Superstructure Comprising **Apartment No.**_____ on the _____ **Floor** of building proposed to be constructed thereon and after detailed negotiations the Vendor/confirming party have agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same for agreeing inter-alia to pay, provide and contribute the entire cost of construction thereof to the Vendor for consideration of **Rs.**_____**/-** (Rs._____ only) upon the following terms and conditions.

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

1] That, Vendor will Sell and the Purchaser will buy the **UNDIVIDED** _____ **%** share and interest in ALL THAT piece and parcel of land bearing Plot No.3,admeasuring area 1897.50 sq.mts. Being the portion of Survey No.70/1(part) and 71/1 (part) of Mouza : Manewada, Nagpur, Tah & Dist. Nagpur, having a City Survey No.592, Sheet No.47 within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur TOGETHERWITH the entire RCC Superstructure Comprising **APARTMENT NO.**_____ covering carpet area _____ **sq.mt,** Built-up area of _____ **sq. mts**. and Super Built-up area _____ **sq.mt** on the _____ **Floor** of a building proposed to be constructed thereon and to be known and styled as **GOVIND WING**

in "Golden Park-1" and said property more particularly described in the First and Second Schedule hereunder written.

2] That, the total price agreed is **Rs._____/-** (Rs. _____ only) which the purchaser has specifically agreed to pay to the Vendor/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 material.

MANNER OF PAYMENT

Rs._____/- (Rs. _____ only) paid by the Purchaser to the Vendor/confirming party by Cheque no_____ dated ___+/___/_____ Drawn on _____Bank.

Rs._____/- (Rs._____ only) paid by the Purchaser to the Vendor/confirming party by Cheque no _____ dated ___/___/_____ Drawn on _____Bank.

Rs._____ /- (Rs. _____only)) agreed to be paid by the Purchasers to the Vendor/confirming party at the time of completion of **First Floor** slab of said building.

Rs._____ /- (Rs. _____only)) agreed to be paid by the Purchasers to the Vendor/confirming party at the time of completion of **Second Floor** slab of said building.

Rs. _____/- (Rs. _____only)) agreed to be paid by the Purchasers to the Vendor/confirming party at the time of completion of **Third Floor** slab of said building.

Rs. _____/- (Rs. _____only) agreed to be paid by the Purchasers to the Vendor/confirming party at the time of completion of **Fourth Floor** slab of said building.

Rs._____ /- (Rs. _____only) agreed to be paid by the Purchaser to the Vendor/confirming party at the time of execution of **Sale Deed and Possession** of said apartment.

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Rs._____ /- (Rs. _____only)

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That the distribution of the payment maintain up to Seventh Floor but presently the building sanctioned up to Fourth Floor and

the vendor reserve its rights to purchase the TDR and load the same on the said plot of land after that the building will be Seventh Storied. But if the vendor failed to construct the upper Three Floor in that event the purchaser paid amount calculating in the proportionate ratio of the Fourth Floor and paid the same within stipulated period.

3] 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 purchasers 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 confirming party. In the event of such termination /cancellation of this agreement, the undivided proportionate share and interest in the said plot of land to any other intending buyer without any further intimation or notice to the purchaser and in such an event the vendor/confirming party within 3 (three) months from the date of such cancellation return back the amount till then received by it, to the purchaser free of any interest thereon and also after deducting there from a fixed sum of Rs.50,000/- (Rs. Fifty Thousand 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 installment on due stages.

4] If the bank does not make 80% finance to the purchaser then the purchaser has to pay the balance amount at the office i.e. if a purchaser gets a finance of 75% then the remaining 5% has to be paid in cash divided as per the payment stages mentioned above at the office of the vendor/confirming party.

5] That, the undivided _____**%** share and interest in the said plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

6] That, the purchaser has satisfied himself with respect to the Vendor / Confirming Party title to the said property as good, valid and marketable and he has accepted the same without any further investigation. He has also satisfied himself about the Vendor / Confirming Party right to enter into this agreement with the purchaser.

7] 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 right of the other co-owners of the remaining Undivided share in the said plot of land and the Owners of the other build-up spaces in the existing building, affecting the same and if misstatement, error or omission shall be discovered, the same shall not annual this contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such misstatement, error or omissions will always be subject to correction by the parties hereto.

8] That the vendor/confirming party shall erect and build the proposed multistoried building consisting of various self contained separate apartments therein strictly in accordance with the plan sanctioned by the building engineer of the Nagpur Improvement Trust and the specification mentioned in Annexure–A appended hereto, extra / additional facilities shall however be provided by the Vendor/confirming party at the request of the purchaser subject to extra payment thereof to be made by her/him in advance.

9] That the Vendor/Confirming Party has reserved his/its right to revise the sanctioned Plan subject to approval of Nagpur Improvement Trust further he intend to purchase TDR and load the same on the said building as per revised sanctioned map. The purchaser has no objection to do the same.

10] That, the Vendor/Confirming Party shall complete the said building and make the Apartment chosen by the Purchaser available for his occupation within the period of 15 **(Fifteen)** months from the date of this agreement.

11] That, the Vendor / Confirming Party shall not deliver the actual possession of the said apartment to the Purchaser until the entire cost of construction of such additional charges which is agreed to be paid by the purchaser, the charges for installation for installation of electric meter, Transformer, Cable Network, and water meters, legal expenses including stamp duty and Registration fees and Service Tax, VAT, Sales Tax/Turn Over Tax etc. are paid by her/him in full to the Vendor/Confirming Party.

12] That, the Vendor/Confirming Party shall be exclusively in charge of the construction without any hindrance or interference by the purchaser or any other person through him and under no circumstances the purchaser shall enter into any building contract in respect of her/his apartment with any other Engineer, Architect, Building Contract of Advisory Agency and such Contract, if made by him shall be void and not at all binding upon the Vendor/Confirming Party.

13] That for the purpose of giving clear title over the apartment chosen by the purchaser and each of the other buyers in the said building, the vendor/confirming party has executed a deed of declaration u/s 2 of Maharashtra Ownership Act, 1970, which is duly registered in the office of the Joint Sub-Registrar 4, Nagpur at Sr. No.6712-2012 on 27.12.2012. The terms, conditions and provisions contained in the said deed of declaration and the buy-laws appended thereto shall always remain binding upon the purchaser.

14] That, the open space, the common areas and common facilities as may be provided in the said 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 Owners.

15] 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 the amount till then subscribed by the purchaser towards the cost of construction of the apartment chosen by her / him shall be refunded to her/him free of any interest thereon and also after deducting there form a fixed sum of Rs.50,000/- by way of liquidated damages within 3 (three) months from the date, this agreement stand terminated / cancelled and in such even her/his right to purchase the undivided _____**%** 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 an event the Vendor/confirming party shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said apartment to any prospective / intending buyer without any further notice or reference to the purchaser.

16] That, the Purchaser hereby specifically agrees with the Vendor/Confirming Party that even after his taking over the actual possession of the Apartment chosen by him, he will not object or prevent or obstruct the Vendor/Confirming Party in any way in carrying on and completing the work of other apartment in the said building and keeping building materials on the available open land.

17] That the Vendor/Confirming Party reserve its right to erect any additional construction on the available open space or on the top of the building if the FSI in relation to the said plot of land is increased at any future date and in such an event the Purchaser shall not prevent or obstruct the Vendor/Confirming Party in so utilizing and dealing with such additional FSI and in such an event the prospective buyers of such additional Apartments shall also have all the right of ingress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided in the said building. 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 buildings.

18] That the Purchaser further agrees to pay the Confirming Party the Sales Tax or Service Tax or Turn Over Tax, VAT if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said apartment or on the cost of Building materials used including the wages paid there for or the cost of land as the case may be and shall always keep the Vendor/Confirming Party indemnified against the same.

19] That the purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the apartment chosen by him with effect from the date of Registration of the Sale Deed or from the date of his taking over actual possession thereof whichever may be earlier.

20] That the Vendor shall deliver the actual possession of the Undivided share and interest in the said plot of land together with **Apartment No.**_____ on the _____ **Floor** hereby agreed to be sold to the Purchaser of his nominee(s) or any other person as per directed by purchaser 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 ready 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 thereon including the Vendor and the apartment chosen by him absolutely with heritable and transferable rights therein.

21] That the purchaser hereby agrees not to occupy the said apartment without prior written permission of the vendor/confirming party else she/he be treated as a trespasser.

22] That the Vendor/Confirming Party does 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 Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration by her/him, he/they will execute a proper sale deed relating to the Undivided share and interest in the said plot of land also the entire RCC Super structure comprising **Apartment No.**_____ on the _____ **Floor** in favor of the Purchasers or the nominee(s) appointed by him or any

other person as per directed by purchaser and get the same duly registered at his cost in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by her/ him to the Vendor/Confirming Party.

23] That the purchaser shall pay proportionate share of non-agricultural assessment and all other dues whatsoever accruing payable in respect of 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 and shall always keep the Vendor / Confirming Party indemnified against such payments.

24] That it is understood by the Purchaser that the Vendor/Confirming Party 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 Vendor/Confirming Party shall not pay nor shall purchaser demand any rent etc. for any signs displayed by it.

25] That it is understood by the Purchaser that the proposed construction is heterogeneous in nature of RCC and Brickwork and particularly described in specifications appended hereto as Annexure –A. It is understood by the Purchaser that shortcoming inherent to the heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimensions shown in sanctioned Plan or mentioned in this agreement and no compensation shall be given to the Purchaser for such variations.

26] That the Vendor/Confirming Party shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor/Confirming Party indemnified against the same. However, the Vendor/Confirming

Party shall use and install standard proprietary items in the said apartment and it shall also see that they are property working at the time of installation.

27] That, for providing Electric meter to the chosen premises including proportionate charges for construction of Transformer Room, Meter Room, installation and cost of transformer, outright contribution to be made to MSEB, if any cable laying charges, SLC and ORC etc. MSEB, deposit etc. shall be separately paid by the Purchaser to the Vendor/ Confirming Party in addition to the aforesaid agreed Sale Consideration, before occupying the said Apartment/Unit, Similarly all and whole of the expenses in respect of the stamp duty, registration fees, Printing charges out of pocket Expenses etc. whatsoever in respect of this Agreement, the sale deed/deed of apartment in respect of the Apartment Scheme, shall be borne and paid by the Purchaser Separately.

28] That, Extra/Additional facilities shall however be provided by the Vendor/Confirming Party at the request of the Purchaser subject to extra payment thereof which shall be paid by the Purchaser in-advance, provided such extra work does not affect the outer elevation of the building proposed to be constructed. However, whether to undertake the additional extra items work or not shall be decided at the sole discretion of the Vendor/Confirming Party.

29] That, all notices to be served to the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by registered or Under Certificate Posting at his address as described above.

30] That, the Purchasers undertakes to notify in writing any change in his address to the Vendor/Confirming Party.

31] That it is agreed between the parties hereto that an disputes arising between the parties hereto shall be referred to the panel of arbitrations one to be appointed by each of the parties hereto. The arbitration will have the authority and power to (A) interpret the terms of the agreement (B) To settle the disputes of

any aspect regarding the construction and sale of apartment (C) To settle the complaint regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators whose decision shall be final and conclusive and binding on the parties hereto. In view of this agreement regarding arbitration, the parties hereto specifically agree not to approach any court of law or Consumer Dispute Forum /commission etc. without first availing the arbitration proceedings.

32] That, all the provision of the Maharashtra Apartment Ownership Act, 1970 shall be applicable to 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, costs of Stamp Duty, Registration Fees and other charges including the legal fees payable in respect thereof have been agreed to be borne and paid by the Vendor.

SCHEDULE OF PROPERTY "A"

The **undivided** _____ **%** share and interest in all that piece and parcel of land bearing **PLOT NO.3**, admeasuring area **1897.50 sq.mtr.** being portion of Survey No.70/1(Part and 71/1 (part) admeasuring 2.61 H.R and 0.70 H.R. respectively, situated at Mouza: Manewada, P.H.No.39-A, Occupancy Class-I having a City Survey No.592 and Sheet No.47 within the limit of Nagpur Municipal Corporation and Nagpur Improvement Trust Nagpur and bounded as under :

Onward East	-	Private Layout,
Onwards West	-	18mtrs vide D. P. Road,
Onwards North	-	Private layout,
Onwards South	-	Plot No.2.

SCHEDULE OF PROPERTY (B)

All that RCC Superstructure comprising **Apartment No.**_____ on _____ **Floor**, of proposed building on aforesaid plot of land and to be known and styled as **Govind Wing** in "**Golden Part-I"** covering carpet area _____ **sq.mt,** Built-up area of _____ **sq. mts**. share in stair and **common area** _____ **sq.mtr**., **balcony area** _____ **sq.mtr.** Super Built-up area _____ **sq.mt. along with open terrace** _____ **sq.mtr.**

In witness whereof the Vendor and the Purchasers & Confirming Party herein above named hereto set their respective hands and signed this Agreement to Sell at Nagpur in presence of attesting witnesses signing as such on the day first above written.

Drafted by-

VENDOR
SHRI DILIP RAMBHAU CHINCHMALATPURE,
Through power of Attorney,

SHRI VIJAY RAMBHAU CHINCHMALATPURE

PURCHASERS

1)_____**,**

2)_____

CONFIRMING PARTY

SHRI VIJAY RAMBHAU CHINCHMALATPURE

WITNESSES :

1) ----------

2) **----------**