

AGREEMENT TO SALE

FOR RS. _____/-
(RUPEES _____ ONLY)

MARKET VALUE RS. _____ -- /- ONLY

(as per Sheet No. _____, City Survey No. _____, Mouza _____
Item No. Rate _____ page _____

T\$HIS AGREEMENT TO SALE is made on this _____ Day of _____ 2018,

BETWEEN :

SHRI PRABHAKAR KESHAORAO KHANDEKAR, aged about 86 years, Occupation : Retired (PAN : AVOPK 5410O). 2. **SHRI RAMCHANDRA KESHAORAO KHANDEKAR**, aged about 83 years, Occupation : Retired (PAN : AAKPK 0604K) 3. (I) **SHRI MOHAN BHALCHANDRA KHANDEKAR** aged about 52 years, Occupation Service (PAN no. AAFPK1139F) (Mobile No. 9324032570) R/O G- 10 Laxmi Nagar Nagpur 440015 (II) **MRS. SAVALI SATISH WADWEKAR** aged about _____ years, Occupation _____ (PAN no. _____) (Mobile No. _____) R/O _____ (III) **SHRI MANOJ BHALCHANDRA KHANDEKAR** aged about _____ years, Occupation Business (PAN no. AGEPK7691R) (Mobile No. 9820700844) R/O Flat No. 201, Keshav Laxmi Apartment, Plot No. 23, Jaiprakash Nagar, Khamala Nagpur 440025. 4. **SHRI SURESH KESHAORAO KHANDEKAR** aged about 72 years, Occupation Retired (PAN no. (PAN : ACOPK 6634Q) R/O G- 10 Laxmi Nagar Nagpur 440015 acting through their constituted Power of Attorney **M/S. DELTA DEVELOPERS**, a Partnership Firm having its office at Plot No. 54-B Shankar Nagar Nagpur 440010 acting through its Partners i) **SHRI JIVAN S/O GULABRAO GHIME** aged about 44 yrs, Occupation Business, R/o 28, Kannamwar Nagar Wardha Road, Nagpur 440005 (PAN NO. ACBPG0641E) (Mo. No.9822565879) & ii) **SHRI NARENDRA BABURAO SATPUTE**, aged about

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43 years, Occupation Businesss, R/o Opposite Sangh Building, Mahal, Nagpur 440002, (PAN NO. AQUPS9878E), (Mo. No. 9423100471) the **VENDORS** (hereinafter referred to & called as **VENDORS**, which term shall mean & include, unless contrary to the reference or meaning thereof, the said Vendees, their heirs, legal representatives, successors, assignees, executors, agents etc.) FIRST PART;

AND

1. _____ AGED ____ Years, Occu: _____ , (**PAN No.** _____) Mobile No. _____ **R/O** _____ hereinafter called the **PARTY NO. 2** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTY NO. 2**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART

AND

1) **M/S. DELTA DEVELOPERS**, a Partnership Firm having its office at Plot No. 54-B Shankar Nagar Nagpur 440010 acting through its Partners i) **SHRI JIVAN S/O GULABRAO GHIME** aged about 44 yrs, Occupation Business, R/o 28, Kannamwar Nagar Wardha Road, Nagpur 440005 (PAN NO. ACBPG0641E) & ii) **SHRI NARENDRA BABURAO SATPUTE**, aged about 43 years, Occupation Businesss, R/o Opposite Sangh Building, Mahal, Nagpur 440002, (PAN NO. AQUPS9878E), hereinafter called "**THE DEVELOPERS/ PRAMOTOR**" (which expression shall unless repugnant to the context or meaning thereof mean and include partner or partners for the time being of the said firm, survivors or survivor of them and the heirs, executors, administrators of such survivor, their, his or her assigns) of the THIRD PART.

WHEREAS, All that piece and parcel of Plot No. 10 in Block No. G admeasuring about 739.90 Sq. Mtrs. (7,964.28 Sq. Feets (and As per Sale deed 8,000.00 Sq. Fts) situated at in the layout of Scientific Co-operative

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Housing Society Ltd Nagpur bearing Corporation House No. 216 Ward No. 75, Mouza Ajani City Survey No. 427, Sheet No. 33, together with conservancy lane admeasuring about 400.00 Sq. Fts (37.16 Sq. Mtrs) situated within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust is succeeded by the Vendors by virtue of succession.

AND WEHREAS the said plot No. 10 in Block G originally 8000 Sq. Fts was owned and possessed by purchased by Smt. D. Satyabhamabai Suryanarayan Iyyar, who subsequently transferred the said property to Smt. Rukhminibai Kesharao Khandekar by virtue of registered sale deed dated 31.5.1956 which is duly registered at Sr. No. 1596 in Book No. I with Sub Registrar Nagpur and whereas after demise of Smt. Rukhminibai Kesharao Khandekar the said property was succeeded by her husband Shri Kesharao Khandekar and after his demise on 14.10.1988, the said property succeeded by Vendors / Land Owners.

AND WHEREAS the conservancy lane of 400 Sq. Fts. Owned by the Scientific Co-operative Housing Society Ltd Nagpur, sold the same to Shri Kesharao Ramchandra Khandekar by virtue of registered sale deed dated 5.10.1978 which is duly registered at Sr.No. 1294 with the office of Sub Registrar Nagpur I and whereas after demise on 14.10.1988 of Shri Kesharao Khandekar the said property succeeded by Vendors / Land Owners.

AND WEHREAS the said owners (including the Father of the present owner No. 3 i.e. Shri Bhalchandra Khandekar) are not interested in retaining the said property AND WHEREAS the Developers herein have approached the Vendors with an intention to develop the said property of the Vendors and pursuant to the negotiations by and between the parties hereto is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the propose plan of the proposed development being sanctioned by the Nagpur Municipal Corporation or Nagpur Improvement Trust, which responsibility is agreed to be

shouldered by the Developers herein as a result of which hereof the owners / Vendors were agreed to entrust the work of Development to the party No. 3 (including the Father of the present owner No. 3 i.e. Shri Bhalchandra Khandekar) and after due negotiation the party No. 1 entered into an agreement of development 6.10.2015 which is registered at Sr. No. 6453/2015 with Sub Registrar No. 3 Nagpur and also executed Registered Power of Attorney on the even date at Sr. No. 6454/2015 with Sub Registrar No. 3 Nagpur and thereby the Vendors have given full power to develop the said property into multistoried scheme and also sale the same to the prospective purchasers and thus have given the power of Attorney and the same is also agreed to be registered as an when necessary;

AND WHEREAS the Vendors through Power of Attorney have purchased the TDR of 1259.579 Sq.Mtrs. from M/s Green City Builders through its Partner Shri Zakir Khan S/o Shabbir Khan vide Transfer Deed of TDR dated 30.6.2017 which is duly registered at Sr. No. 4095/2017 at SRO No. 1 Nagpur for utilizing the said TDR for sanctioning of the Building plan.

AND WHEREAS one of the co-owner Shri Bhalchandra Khandekar expired on 03.5.2017 and Mrs. Mangla Bhalchandra Khandekar also expired 11.03.2014 earlier to Shri Bhalchandra Khandekar and therefore the Vendor No. 3 have succeeded the Share of the Shri Bhalchandra Khandekar by virtue of succession and in tern the Vendor No. 3 (I) TO 3 (III) have accepted and confirmed the said Development Agreement and the power of attorney and in pursuance of the same the Vendor No. and further executed the Power of Attorney to Vendor No. 3(I) have executed the power of attorney on 6.7.2017 which is duly registered at Sr. No. 4323 / 2017 at SRO No. 1 Nagpur and the Vendor No.3(III) has also executed the the power of attorney on 6.7.2017 which is duly registered at Sr. No. 6147 / 2017 at SRO No. 1 Nagpur thereby and confirmed the same powers mentioned in the said above mentioned power of Attorney dated 21.12.2016 registered at Sr. No. 8291/2016 at SRO No. 3 Nagpur and in pursuance of the same the Vendor No. 3(II) also executed the power of attorney duly passed by Indian Embassy in United State of America on ___/___/_____ since the Vendor No. 3(II) is residing at America.

WHEREAS said owners have decided to developed the said property and therefore the owners through the Promoter / Developer Party No. 3 have obtained the Building permit of Building and Commencement Certificate plan sanction by the Nagpur Municipal Corporation vide building permit Certificate No. 219 / BP/ Ajani / TP / NMC / 312 dated 23.01.2018 and thus the vendor has got full rights over the said property being the absolute owner of the said property and have every right to transfer the said property.

WHEREAS the Vendors/Party No. 1 and Developer confirming party NO.3 here in above named are the absolute owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in his name in all relevant records; AND

WHEREAS for cogent reasons and good causes the Confirming Party / Party No. 3, who is engaged in the business of Development of properties, construction of Apartment schemes, and Buildership Activities, as per the development agreement has decided to develop the aforesaid property into fully RESIDENTIAL APARTMENT known as **“KESHAO RUKHAMINI APARTMENT” SCHEME** shall consist of Ground, First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Floor. The ground floor shall be used for exclusive Parking by Flat owners and Visitors and the remaining First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Floor shall consists of individual Residential APARTMENTS. All the Floor Apartments are capable of individual utilization on account having their exits to a common area and facilities of the Building AND;

AND WHEREAS on demand from the prospective purchaser the owner has given inspection of all the documents of title relating to the project land and plans, designs, and specification prepared by the Architect Shri Ravindra Sonkusare having registration No. 87 / 22290 registered with the Council of Architect and of such other documents as specified under the

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RERA Act likewise the Vendors and confirming party have gave the said project registered under the provisions of the Act with Real Estate Regulatory Authority Vide Registration No. _____ and in addition to that the Vendors of Appointed Structural Engineer Shri _____ who is registered with the Registration No. _____ who accepted the profession supervision of the undertaken project.

WHEREAS the Vendors/Party No. 1 here in above named is the absolute owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in his name in all relevant records; AND

WHEREAS the Purchaser/Party No. 2 here in above named has satisfied herself / himself in respect of the Vendor's title to the said property as good, valid, Transferable and marketable ; AND

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the VENDOR has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the VENDOR has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the VENDOR for allotment of an Apartment No. _____. on _____ floor in _____ being constructed in the said Project,

AND WHEREAS the **carpet** area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under section 13 of the said Act the VENDOR and CONFIRMING PARTY is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR and CONFIRMING PARTY hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and WHEREAS the Purchaser/Party No. 2 being desirous of owning an Residential Apartment / Unit in the said Multistoried building with heritable and transferable rights therein has approached the Vendor Party and expressed her/his desire and willingness to purchase the Undivided share and interest in the said plot of land TOGETHERWITH the entire R.C.C. Superstructure comprising **Residential Apartment / Unit No. _____ on the _____ FLOOR** of a building proposed to be

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constructed on the said Plot of land and that the Vendor has taken hand Loan from the Purchaser as against the said loan the Vendor has paid the interest to the Purchaser which he has acknowledges and thereafter have agreed to purchase the said property by adjusting the amount paid which is shown in the detail in the schedule of payment towards the part payment of sale consideration and the Purchaser has also specifically agreed to Purchase the same agreeing interalia to adjust, provide and contribute the entire agreed cost of construction thereof to the Vendor AND Confirming Party upon the following terms and conditions.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The VENDOR and CONFIRMING PARTY shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the VENDOR and CONFIRMING PARTY shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a The Purchaser hereby agrees to purchase from the VENDOR and CONFIRMING PARTY and the VENDOR / CONFIRMING PARTY hereby agrees to sell to the Purchaser Apartment No. _____ of carpet area admeasuring _____ sq. metres on _____ floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/- (Rupees _____only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

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(the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) the Vendor / Confirming party shall have obtain the prior Consent in writing of the purchaser in respect of variation or modifications which may adversely affect the apartment of the Purchaser, except any alteration or addition required by any Government authorities or due to change in law. The purchaser shall make the payment in the following manner;

MANNER OF PAYMENT

- a. Rs. _____ /- (Rs _____ Only) by
Cheque
No. _____ drawn on _____ Bank on
____.____.____ the receipt whereof is hereby
acknowledged by the Confirming party.
- b. Rs. _____ /- (Rs _____ Only) agreed to
be paid by the purchaser to the confirming party
on or before the Completion of Plinth.
- c. Rs. _____ /- (Rs _____ Only) agreed to
be paid by the purchaser to the confirming party
on or before the Completion of Ground Floor Slab.
- d. Rs. _____ /- (Rs _____ Only) agreed to
be paid by the purchaser to the confirming party
on or before the Casting of First Floor Slab.
- e. Rs. _____ /- (Rs _____ Only) agreed to
be paid by the purchaser to the confirming party
on or before the Casting of Second Floor Slab.

Contd. . . .

- f. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Third Floor Slab.
- g. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Fourth Floor Slab.
- h. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Fifth Floor Slab.
- i. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Sixth Floor Slab.
- j. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Seventh Floor Slab.
- k. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the Casting of Eight Floor Slab.
- l. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before completion of individual Brick Work
- m. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party on or before the completion of individual Apartment Plastering Work and Finishing work.

n. Rs. _____ /- (Rs _____ Only) agreed to be paid by the purchaser to the confirming party at the time handing over possession and or execution of sale deed.

Rs. _____ /- (_____ Total _____ Rupees)

1(c) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The VENDOR / CONFIRMING PARTY undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR / CONFIRMING PARTY shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(d) The VENDOR / CONFIRMING PARTY may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ _____ % per annum for the period by which the respective installment has been prepone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the VENDOR/ CONFIRMING PARTY .

1(e) The VENDOR / CONFIRMING PARTY shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete

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and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR / CONFIRMING PARTY . If there is any reduction in the carpet area within the defined limit then VENDOR/ CONFIRMING PARTY shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the VENDOR / CONFIRMING PARTY shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The Purchaser authorizes the VENDOR / CONFIRMING PARTY to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the VENDOR / CONFIRMING PARTY may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the VENDOR / CONFIRMING PARTY to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2. The VENDOR / CONFIRMING PARTY hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3 Time is essence for the VENDOR / CONFIRMING PARTY as well as the Purchaser. The VENDOR / CONFIRMING PARTY shall abide by the time

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schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR / CONFIRMING PARTY as provided in clause 1 (c) herein above. ("Payment Plan").

4. The VENDOR / CONFIRMING PARTY hereby declares that the Floor Space Index available as on date in respect of the project land and VENDOR / CONFIRMING PARTY has planned to utilize Floor Space Index & available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDOR/ CONFIRMING PARTY has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and PURCHASER has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the VENDOR / CONFIRMING PARTY by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR / CONFIRMING PARTY only.

5. If the VENDOR / CONFIRMING PARTY fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the PURCHASER, the VENDOR / CONFIRMING PARTY agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the VENDOR, / CONFIRMING PARTY interest as specified in the Rule, on all the delayed payment which become due and payable by the PURCHASER to the VENDOR / CONFIRMING PARTY under the terms of this Agreement from the

date the said amount is payable by the PURCHASER(s) to the VENDOR/ CONFIRMING PARTY .

6 Without prejudice to the right of VENDOR to charge interest in terms of sub clause 4.1 above, on the PURCHASER committing default in payment on due date of any amount due and payable by the PURCHASER to the VENDOR / CONFIRMING PARTY under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing three defaults of payment of installments, the VENDOR / CONFIRMING PARTY shall at his own option, may terminate this Agreement: Provided that, VENDOR/ CONFIRMING PARTY shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD at the address provided by the PURCHASER and mail at the e-mail address provided by the PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER fails to rectify the breach or breaches mentioned by the VENDOR / CONFIRMING PARTY within the period of notice then at the end of such notice period, VENDOR shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the VENDOR / CONFIRMING PARTY shall refund to the PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to VENDOR/ CONFIRMING PARTY) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the PURCHASER to the VENDOR/ CONFIRMING PARTY .

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the VENDOR / CONFIRMING PARTY in the said building and the Apartment as are set out annexed hereto.

7. The VENDOR / CONFIRMING PARTY shall give possession of the Apartment to the PURCHASER on or before _____. If the VENDOR /

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CONFIRMING PARTY fails or neglects to give possession of the Apartment to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the VENDOR / CONFIRMING PARTY shall be liable on demand to refund to the PURCHASER the amounts already received by him in respect of the Apartment with interest at the same rate, herein above from the date the VENDOR / CONFIRMING PARTY received the sum till the date the amounts and interest thereon is repaid. Provided that the VENDOR / CONFIRMING PARTY shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

8. After the VENDOR executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER who has taken or agreed to take such [Apartment/plot].

9. BINDING EFFECT

Forwarding this Agreement to the PURCHASER by the VENDOR / CONFIRMING PARTY does not create a binding obligation on the part of the VENDOR / CONFIRMING PARTY or the PURCHASER until, firstly, the PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the VENDOR / CONFIRMING PARTY . If the PURCHASER(s) fails to execute and deliver to the VENDOR / CONFIRMING PARTY this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR / CONFIRMING PARTY , then the VENDOR/ CONFIRMING PARTY shall serve a notice to the PURCHASER for

rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

10. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

11. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

12. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

13. That inclusive of the cost of the undivided share & interest in land relatable to the said unit but exclusive of the deposits and charges for installation of electric and water meters, Tax as per the Works Contract Act, Service Tax, GST and all the Taxes in future impose as payable as per the government, Local Bodies or competent Authority's direction the cost of construction of the said unit is estimated as detailed in Schedule of Payment appearing hereinafter, agreed to be paid by the PARTY NO. 2 to the PARTY NO.1 AND 3. The PARTY NO. 2 agrees to bear the proportionate cost of transformer to be fixed for supply of electricity if insisted by the M.S.E.B.

14. That the PARTY NO. 1 AND 3 shall not deliver the possession of the said Unit to the PARTY NO. 2, until & unless the entire cost of the said Unit, as agreed & stipulated in the Schedule of Payment and also the Works Contract/Sales Tax,

Service Tax, VAT are paid by the PARTY NO. 2 to the PARTY NO. 1. The Purchaser shall pay all dues and take possession within 15 days after PARTY NO. 1 AND 3 giving written intimation to the Purchaser informing her/him that the "UNIT" is completed and is ready for occupation.

15. That the PARTY NO. 1 AND 3 shall be exclusively in charge of the construction, in all respect of the said complex, without any let or hindrance interference by the PARTY NO. 2 or any other contractor or person/s claiming through or under the PARTY NO. 2. Further it is also agreed that under no circumstances, the PARTY NO. 2 shall enter into any Building Contractor in respect of the said unit with any other engineer, Architect, building contractor or any Advisory or Supervision Agency & such contract. If so entered into by the PARTY NO. 2 shall be VOID & SHALL NOT BE BINDING on the PARTY NO. 1 AND 3 in any respect whatsoever. The PARTY NO. 1 AND 3 shall, wherever possible, provide best amenities solely at the request of the purchaser who shall have to pay additional cost for the same, in advance.

16. That the PARTY NO. 1 AND 3 shall not be responsible for delay in sanction / disbursement of "Loan" to purchaser for any reasons whatsoever in such case, the purchaser shall not be entitled to any concession in the penalty payable by her/him on delayed payments. In the event of non payment of the said amount as mentioned in the schedule of payment the agreement deems to be canceled.

17. That the PARTY NO. 2 hereby specifically agrees with the PARTY NO. 1 AND 3 that even after taking the actual possession of the said unit, the PARTY NO. 2 will not object or prevent or obstruct the PARTY NO. 1 AND 3 in any way, in carrying on and from completing the work of other "UNIT" in the said Building and also for storing keeping the building materials on the available open land.

18. The parties hereto, further agree as that the "UNIT" Complex shall named and styled as **"KESHAO RUKHAMINI APARTMENT" SCHEME.**

19. That the available open space and the common areas and facilities as may be provided in the said "UNIT" Scheme, shall be of common use of all the Unit owners in the complex and shall always remain undivided and no portion or division or any part thereof be effected or carried out by PARTY NO. 2 severally, or jointly with other unit owners or owner. That the right of distribution of open terrace and spaces to individual purchasers is reserved by the PARTY NO. 1 AND 3.

20. That PARTY NO. 2 shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the COMPLEX even if the F.S.I relating to the said plot of Land is increased at any subsequent date due to any reason whatsoever, it shall be the sole and exclusive right of PARTY NO. 1 AND 3, to consume and utilize such enhanced F.A.R / F.S. I without being required to pay any compensation either to the Association of "UNIT" Owners jointly or sever any, under any nomenclature whatsoever. The parties also understand hereto, that the Terrace, which would be formed in the proposed "UNIT" scheme, shall always belong to the PARTY NO. 1 and he can utilize the said as per the wishes of vendor..

21. This Agreement shall be subject to the Jurisdiction of Nagpur and It is agreed between the parties that whenever there is any kind of dispute arose between the parties to the agreement arising out of the agreement during the subsistence of this agreement and thereafter also the same shall be referred to the sole Arbitrator nominated by the party no. 1 AND 3 appointed by the Vendor. It is further agreed that decision by the said sole arbitrator is final and binding on the parties.

22. That the property hereby agreed to be sold, shall be correctly described in the Schedule hereto and shall be sold, subject to the outgoing Agreements, Restrictive Covenants and Right of Co-owners and PARTY NO. 1 in respect of the remaining Undivided Share and proposed building, affecting the same and the owners of the other built up space/premises, in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same SHALL NOT ANNUL this contract, nor shall the purchaser thereby become entitled to any

compensation under any nomenclature whatsoever, but all same; such misstatement, error or omission shall always be subject to correction, by the Parties hereto.

23. That all expenses for the preparation, drafting, printing, stamp-duty, registration fees, out-of-pocket expenses etc., shall be borne exclusively & solely by the PARTY NO. 2 in respect of this Agreement, & the Sale Deed etc.

24. That the PARTY NO.2 shall also be liable to pay all the amount of the Sales Tax, GST, Works Contract Tax, Service Tax, VAT or any other tax or Cess (if any) as may be levied by the Government, in respect of the said Unit of Vendee, as and when communicated by the Builders.

25. The construction cost of the said unit is estimated on the basis of the Specifications and the basic rates as mentioned above AND the same is calculated on the basis of plan which may exactly the same as mentioned in the agreement but not the final and the party is hereby agreed to pay the additional if any payable on the completion of the Apartment / Unit to the party no.1 AND 3. Further agreed that if any increase in rates of the material required for the construction or any thing in respect of the said flat in that case the party No.2 unconditionally agree for payment of additional amount other than the agreed under this agreement but in no case is shall be decreased to the agreed amount of sale of the Apartment. . That the Party No.1 AND 3 agreed to provide the following facilities while constructing the Apartment / Unit;

26. The Party No. 2 understands that the proposed construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications mentioned in Annexure. It is understood by the Party No. 2 that any shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects. Further it is agreed by Party No. 2 that on account of practical constraints there will be made an allowance of 5% variation on either side in dimension shown in sanctioned plan or mentioned in the

agreement and no compensation shall be given to the Party No. 2 for such variation.

27. It is understood and agreed by the Party NO. 2 that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if at all occurs will be borne and paid by the Party No. 2 separately. It is also understood and agreed by the party No. 2 that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage/seepage through them if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Party No. 2.

28. The Party No. 1 AND 3 may entirely at its own discretion permit and allow to Party No. 2 to occupy the said "UNIT" even when the Party No. 2 has not paid all her/his dues to Party No. 1 AND 3, but for this purpose, the Party No. 2 must obtain a written permission to occupy the said "UNIT" from the Party No. 1 AND 3. It is specifically agreed by the party No. 2 that if she/he occupies the said "UNIT" without such written permission from the Party No. 1 AND 3, it shall be treated as trespasser. The Party No. 2 hereby agrees that she /he shall in no case occupy the said "UNIT" without prior written permission from Party No.1 AND 3.

29. All notices to be served on the Party No. 2 as contemplated by this agreement shall be deemed to have delivered and served if sent to Party No. 2 by registered post or under certificate of posting at her/he address specified below

KESHAO RUKHAMINI APARTMENT" SCHEME

Plot No. 10 in Block No. G situated at in the
layout of Scientific Co-operative Housing Society Ltd Nagpur
Laxmi nagar Nagpur

The Party No. 2 undertakes to notify in writing any change in above address to the Party No. 1 and 3.

30. That for the purpose of giving clear title over the said property (consisting of undivided share and interest in the land/FSI and the said unit chosen by the Party No.2) and to the other Purchasers/buyers in the said "UNIT" scheme the Party No.1 and 3 has executed a **Deed of Declaration** in respect of the said "UNIT" Scheme which has been duly registered in the office of the Sub-Registrar Nagpur- 1 at Sr. No. _____ Registered at Sr. No. _____ which is duly registered in the office of the Joint Sub-Registrar, Nagpur – ___ in Book No. 1 On ___/___/_____. The party No.2 agrees to execution and registration of Deed of Declaration by the Party No.1 and 3 in capacity as The Grantors and the Party No.2 agrees to abide by the terms and conditions in such deed of declaration. That the scheme is registered under the RERA Act and is having registration No. _____ dated ___/___/_____.

31. That the phrases used in this agreement viz.; "Party No. 1 and Party No. 2" whether used in singular or plural shall besides themselves shall always mean and include their heirs, legal representatives, assignees, successors, agents and servants and all person/s claiming through or under them respectively and the contents of this agreement shall be equally binding on them also, unless repugnant to the context or meaning hereof.

It is specifically agreed between the parties that in the event of non payment of an amount the instant agreement stands cancelled automatically and the Vendor is free to sell the said property to third party and further agreed that in the event of any of the cheque for the payment of above amount is dishonored in that event the agreement stands canceled)

"SCHEDULE A"

All that piece and parcel of Plot No. 10 in Block No. G admeasuring about 739.90 Sq. Mtrs. (7,964.28 Sq. Feet's (and As per Sale deed 8,000.00 Sq. Fts) situated at in the layout of Scientific Co-operative Housing Society Ltd Nagpur bearing Corporation House No. 216 Ward No. 75, Mouza Ajani City Survey No. 427,

Contd. . . .

Sheet No. 33, together with conservancy lane admeasuring about 400.00 Sq. Fts (37.16 Sq. Mtrs) situated within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust Tahsil and District Nagpur and entire plot is commonly bounded as under :-

On the East	-	Plot No. 9/G
On the West	-	Plot No. 11/G
On the North	-	Plot No. 5/G
On the South	-	Road

SCHEDULE "B"
DESCRIPTION OF THE UNIT

ALL THAT R.C.C. superstructure, comprising of residential "UNIT" No. ____ on _____ **FLOOR** covering a Carpet up area of _____ **Sq. Meter** of the building to be known and styled as **KESHAO RUKHAMINI APARTMENT" SCHEME** being constructed on the aforesaid plot together with _____ % **(proportionate)** undivided share and interest in the aforesaid property described and bounded as mentioned above:

IN WITNESS WHEREOF the VENDOR, AND PURCHASER herein above named have hereto set their respective hands and signed this AGREEMENT TO SALE at NAGPUR in presence of the attesting witnesses signed as on the day first above written.

VENDORS

1. SHRI PRABHAKAR KESHAORAO KHANDEKAR,
2. SHRI RAMCHANDRA KESHAORAO
KHANDEKAR, 3. (I) SHRI MOHAN
BHALCHANDRA KHANDEKAR

Contd. . . .

(II) MRS. SAVALI SATISH WADWEKAR aged
about (III) SHRI MANOJ BHALCHANDRA
KHANDEKAR

4. SHRI SURESH KESHAORAO KHANDEKAR
Through their duly constituted attorney
M/S. DELTA DEVELOPERS,
through its Partners

i) SHRI JIVAN S/O GULABRAO GHIME

ii) ii) SHRI NARENDRA BABURAO SATPUTE,

(_____)

Purchaser

M/S. DELTA DEVELOPERS,
through its Partners

iii) SHRI JIVAN S/O GULABRAO GHIME

iv) ii) SHRI NARENDRA BABURAO SATPUTE,
(CONFIRMING PARTY)

Contd. . . .