AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made at Nagpur on this ____ Day of APRIL, 2016 BETWEEN **1) SHRI. RAVINDRA S/o GHANSHYAMJI KACHORE,** Aged about 44 Years, Occupation – Partner of Om Sai Ram Infraventure, (Income Tax P.A.N. – AGQPK6339L), Resident of Laxmi Niwas, Kachore Corner, Somalwada, Wardha Road, Nagpur, Tahsil and District Nagpur, **(2) SHRI. AJAY S/o SHRIKRUSHNAJI HINGE,** Aged about 34 Years, Occupation – Partner of Om Sai Ram Infraventure, (Income Tax P.A.N. – ABNPH6776N), Resident of Plot No. 109, Panchatara Society, Manish Nagar, Somalwada, Wardha Road, Nagpur, Tahsil and District Nagpur, **(3) SHRI. PARMANAND S/o BHEDRAJ CHOUDHARY,** Aged about 34 Years, Occupation – Partner of Om Sai Ram Infraventure, (Income Tax P.A.N. – AHWPC1959P), Resident of 302, Vaishnavi Apartments, Paryawaran Nagar, Somalwada, Wardha Road, Nagpur, Tahsil Tahsil and District Nagpur and **(4) SHRI. BHASKAR S/o CHAITRAMJI DHOTE,** Aged about 34 Years, Occupation – Partner of Om Sai Ram Infraventure, (Income Tax P.A.N. – AMCPD9931B), Resident of Dhanashree Apartments, Bharat Gas Godown, New Narsala, Nagpur, Tahsil and District Nagpur, hereinafter 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

_____, Aged ____ years, Occupation – _____, Resident of _____, 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 Agricultural land bearing Khasra No. 54/1 having an total area of 0.89 Hectare R., Rental Rs. 3.83 held in Bhogwatdar Class-1 Rights of Mouza – JAMTHA, Patwari Halka No. 42, situated at Village – Jamtha in Tahsil – Nagpur (Rural) and District – Nagpur, Originally belonged to (1) Shri Chandrabhan Vithoba Hinge, (2) Shri Rambhau Vithoba Hinge, (3) Shri. Pritam Ashok Kachore, (4) Aditya Narendra Kachore (5) Yash alias Datthesh Ravindra Kachore jointly and they are the recorded owners thereof.

WHEREAS, (1) Shri Chandrabhan Vithoba Hinge, (2) Shri Rambhau Vithoba Hinge, (3) Shri. Pritam Ashok Kachore, (4) Aditya Narendra Kachore (5) Yash alias Datthesh Ravindra Kachore lateron jointly transferred/sold the Agricultural land area of 0.49 Hectare R. being a portion of the entire land bearing Khasra No. 54/1 having an total area of 0.89 Hectare R., Rental Rs. 3.83 held in Bhogwatdar Class-1 Rights of Mouza – JAMTHA, Patwari Halka No. 42, situated at Village – Jamtha in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to (1) Shri. Ravindra Ghanshyamji Kachore (2) Shri. Ajay Shrikrushnaji Hinge, (3) Shri. Parmanand Bhedraj Choudhary, (4) Shri. Bhaskar Chaitramji Dhote, the Vendors hereinabove named, by a Sale Deed Dated 30.12.2013, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 1186/2014 on 24.02.2014. As a result therefore the Vendors hereinabove named have now become the joint-Owners of the land area of 0.49 Hectare R. being a portion of the entire land bearing Khasra No. 54/1 with heritable and

transferable rights therein and he same is also accordingly mutated in their joint names in all relevant records and also on 7/12 Extract.

WHEREAS, the Vendors hereinabove named lateron applied for conversion of the said land area of 0.49 Hectare R. of Kh. No. 54/1 for Non-Agricultural use. Considering their request the Collector, Nagpur lateron vide its Order Dated 09.02.2015 passed in Revenue Case No. 117/N.A.P.-34/2014-2015 converted the said 0.49 Hectare R. of Kh. No. 54/1 for Residential use.

WHEREAS, the said Portion i.e. land 0.49 Hectare R. of Kh. No. 54/1 lateron renumbered/changed as Khasra No. 54/1 (Part) having an total area of 0.49 Hectare R. (i.e. 4900 Sq. Mtrs.).

WHEREAS, the Vendors hereinabove named lateron prepared a layout of the said Khasra No. 54/1 (Part) having an total area of 4900 Sq. Mtrs. by carving out Plot of land therein. And the said layout is duly finally sanctioned and approved by the Nagpur Improvement Trust on 16.12.2014 and the Assistant Engineer (Metro-1), Nagupr Improvement Trust, Nagpur also issued layout sanctioned Letter of Terms and Conditions vide its Letter No. A.E.(Metro-1)/1472 Dated 09.03.2015; AND

WHEREAS, the Vendors lateron decided to develop Plot No. 1 containing by admeasurements 2768.264 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 54/1 (Part) of Mouza – JAMTHA, situated at Village – Jamtha in Tahsil – Nagpur (Rural) and District – NAGPUR into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein.

WHEREAS, accordingly the Vendors have jointly prepared the Plan of the Multistoreyed Building proposed to be constructed on the said Plot No. 1 containing by admeasurements 2768.264 Sq. Mtrs. and to be known and styled as “CHANDRA VITHOBA HEIGHTS” and the same is duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. MB1178/2015061847/728 Dated 05-01-2016 (Dispatch Date – 12.01.2016).; AND

WHEREAS the Purchaser hereinabove named has satisfied **herself/himself/themselves** in respect of the Vendors’ title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser **has/have** also seen and approved the Plan of the proposed Building; AND

WHEREAS the Purchaser being desirous of owning an Apartment for **her/his/their** Residential use in the said proposed Multistoreyed Building with heritable and transferable rights therein has approached the Vendors and expressed **her/his/their** desire and willingness to purchase Apartment No. _____ on the _____ FLOOR of “CHANDRA VITHOBA HEIGHTS” proposed to be constructed on the said Plot of land 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 the said Apartment chosen by **him** as well as the cost of the Undivided Proportionate share in the said Plot of land to the Vendors hereto; AND

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

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 **Plot No. 1** out of the sanctioned layout admeasuring 2768.264 Sq. Mtrs. being a portion of the entire land bearing 54/1 (Part) of Patwari Halka No. ___, Mouza – JAMTHA, situated at Village – Jamtha in Tahsil – Nagpur (Rural) and District – NAGPUR TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. (Super Built-up Area of _____ Sq. Mtrs.) on the _____ FLOOR of a building proposed to be constructed on the said Plot of land and known and styled as “CHANDRA VITHOBA HEIGHTS”, including all easementary rights appurtenant and belonging thereto, situated at village Jamtha, Tahsil – NAGPUR (RURAL) and District – NAGPUR, and more particularly described in the First and Second Schedules hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the purchaser has specifically agreed to pay to the Vendors in the following manner and the cost so agreed is fixed.

MANNER OF PAYMENT :-

Rs. (Rupees _____-) Only paid by the Purchaser to the Vendors as a Earnest Money by Cheque No. _____ Dated _____, drawn on _____, at the time of booking, the receipt whereof is hereby acknowledged by the Vendors.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors before Completion of Plinth.

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

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

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

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

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

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

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before completion of Tiles work, painting & finishing work.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors on or before taking over actual possession of the chosen Apartment.

Rs. (TOTAL RUPEES _____ ONLY)

THAT the Purchaser shall pay the respective installments as stipulated herein above strictly on the stages maintained 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 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/them by the Vendors In the event of such termination / cancellation of this agreement, the Vendors shall be at full liberty to resell the said apartment together with the undivided proportionate share and interest in the plots of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendors shall within 3 (three) months, from the 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 there from a fix sum Rs. 50,000/- (Rupees Fifty thousand only) by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanctioned to the housing loan, if any, applied for by her/him/them, 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 sale is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied **herself/himself/themselves** with respect to the Vendors' title to the said property as good valid and marketable and she/he/they has/have accepted to the same without any further investigation.

(5) THAT the said property is believed and shall be taken to be correctly described in the scheduled here under written and be sold subject to the out going agreements, restrictions and rights of the other co-owners of the remaining undivided shares 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 – statements, error or omission shall be discovered the same shall not annual this contacts/ agreements nor shall any compensation to be allowed in respect thereof to the purchaser, but all the same such mis-statements, error, or omission will always be subject to correction by the parties hereto.

(6) THAT the Vendors shall erect and build the proposed multistoried building consisting various self contained separate apartments there in strictly in accordance with the plan sanctioned by the Nagpur Improvement Trust, Nagpur and no deviations shall be made in the sanctioned plan extra/ additional facilities shall how ever be provided by the Vendors at the request of the purchaser subject to extra payment thereof to be made by him in advance.

(7) THAT the Vendors has reserved its right to revised the sanctioned plan subject to approval of the Nagpur Improvement Trust.

(8) THAT the purchaser has finally chosen to own and possess Apartment No. _____ on the _____ FLOOR of the proposed building more particularly described in the Second Schedule hereunder written.

(9) THAT the Vendors shall complete the said building and to make the apartment chosen by the purchaser available for **his** occupation on or before _____.

(10) THAT the Vendors shall not deliver the actual possession on the said apartment to the purchaser until the entire cost of construction including also the charges for instillation of electric and water meters, legal expenses stamp duty and registration Charges and Service Tax, VAT (Value Added Tax), LBT (Local Body Tax) etc. are paid by him in full to the Vendors.

(11) THAT the Vendors shall be exclusive in charge of the construction without any late or hindrance or interference by the purchaser or any other contractor and under no circumstances the Purchaser shall enter in to any building contract in respect of his Apartment with any other engineer, architect building contractor or advisory agency and such contract if made by **him** shall be void and not at all binding upon the Vendors.

(12) 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.

(13) THAT for the purpose of giving clear title over the apartment chosen by the purchaser and each of the others buyers in the said building the Vendors has executed a deed of declaration under section 2 of the Maharashtra Apartment Ownership act 1970, which is duly registered in the office of the Joint Sub Registrar Nagpur No. 07 at Sr.No. _____/2016 on ___.02.2016. The terms, conditions and provisions contain in the said deed of declaration and the bye-laws appended there to shall always remain binding upon the purchaser and **his** successors-in-title.

(14) THAT the purchaser agrees to incorporate such terms and conditions, stipulations and restrictive connivance in the sale deed as are not set forth herein but which may be deem necessary or expedient to regulate the assessment rights to the apartment owners interest, in accordance with the provision of the Maharashtra Apartment Ownership Act 1970 and the rules made there under.

(15) THAT the available open space (excluding the restricted area mentioned in Deed of Declaration), the common areas and common facilities as may provided in the said building shall be common use of all the apartment owners in the said building.

(16) THAT in the event of the Purchaser's committing breach of any of the terms and conditions herein contained this agreements shall IPSO FACTO cum to and end and the amounts till then subscribed by the Purchaser towards the cost of construction of the apartment chosen by her/him/them shall be refunded to her/him/them free of any interest thereof and also after deducting there from a fix sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages, within three months from the date this agreement stands terminated/ cancelled and in such event his right to purchase the

undivided _____ percent share and interest in the said Plot of land shall also be extinguished and come to and 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 apartment to any prospective/intending buyer without any further notice or reference to the Purchaser.

(17) THAT the Purchaser hereby specifically agrees with the Vendors that even after his taking over the actual possession of the apartment chosen by **her/him/them** (on receipt the possession latter from the Vendors) he will not object or prevent or obstruct the Vendors in any way in carrying on and completing the work of the other apartments in the said building.

(18) THAT the Vendors has reserves its right to erect any additional construction on the available open space or on the top or terrace of the building if the FSI in the 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 are so utilizing and dealing with such additional FSI and in such event the prospective buyers of such additional apartments shall also have all the rights of ingress and 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 proportions undivided share in the said plots of land shall always be subject to proportionate reduction if some additional apartments are constructed thereon by the Vendors and in such case the purchaser shall not claimed any proportionate refund of the cost price of land the purchaser also further agrees that she/he/They will not erect any structure either permanent or temporary on the available open space or on the top/ terrace of the said building.

(19) THAT the purchaser further agrees to pay to the Vendors the Service Tax, VAT (Value Added Tax), LBT (Local Body Tax) if any levied by government of Maharashtra or union of India on the cost of construction of the said apartment on the cost of building materials use including the wages paid therefore or the cost of land has the case may be and shall always keep the Vendors indemnified against the such payments.

(20) THAT the purchaser shall individually pay all Corporation taxes and cesses as may be levied on the apartment chosen by **her/him/them** with effect from date of registration of sale deed or from date of **her/his/their** taking over actual possession thereof which ever may be earlier.

(21) THAT the Vendors has deliver the actual physical possession of the undivided share and interest in the said Plot of land together with Apartment No. _____ on the _____ FLOOR of “CHANDRA VITHOBA HEIGHTS” hereby agreed to sold to the purchaser or his nominee(s) at the time of registration of the sale deed which will be done after the entire building proposed to be constructed there on is completed in all respects and made available for occupation on registration of the sale deed pursuant here, the purchaser shall hold the said plots of land jointly with the other co-co owners thereof including the Vendors and the apartment chosen by him absolutely with heritable and transferable rights therein.

(22) THAT the purchaser hereby agrees not to occupy the said apartment without prior return permission of the Vendors else 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 service tax, VAT, LBT and all other taxes and ceases that may be levied and payable at the time of registrations for her/him/them it 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. super

structure comprising Apartment No. _____ on the _____ FLOOR in favor of the purchaser or the nominee appointed by **her/him/them** and get same duly registered at her/his/their costs in accordance with law in force provided the purchaser shall have also paid the entire agreed cost of construction of the apartment chosen by him to the Vendors.

(24) THAT on obtaining a 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 co-owners thereof however the apartment chosen by her/him/them in the proposed building shall be owned and possessed by her/him/them exclusively with heritable and transferable rights there in.

(25) THAT the purchaser shall pay proportionate share of Non-Agricultural Assessment and all other dues what's so ever occurring payable in respect of his undivided share in the said Plot of land to the concerned authorized Agency with effect from the date of registration of the sale deed onwards and shall always keep the Vendors indemnified against such payments.

(26) THAT it is understood by the purchaser that the propose construction is heterogeneous in nature comprising R.C.C. and brick work and it is understood by the purchaser that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely 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 allowances of plan or minus two percent variation in dimensions shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(27) THAT the Vendors shall not be liable to pay any compensation or make good and 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 manufacture or such items keeping the Vendors indemnified against the purchaser at the same however the Vendors shall use and install standard proprietary items in the said apartment and they shall also see that they are working properly 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 under certificate of posting at his address as described above.

(29) THAT the purchaser undertakes to notify in writing and change in her/his/their address to the Vendors.

(30) THAT it is agreed by and between the parties hereto that any dispute arising in between the parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and power to –

A) Interpret the terms of this agreement

B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment.

C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer and other matter between them to the panel of Arbitrators and panel of Arbitrators shall decide the same and the award Arbitrators shall be final and conclusive and binding on the parties hereto in view of this agreement regarding Arbitration the parties hereto specifically agree not

approach any court of low or consumer dispute Redressal Forum/ Commission etc. without first availing the Arbitration proceeding.

(31) THAT all the provisions of Maharashtra Apartment Ownership Act 1970 shall be applicable to this agreement.

(32) THAT this agreement is subject to the Jurisdiction of the competent civil court at Nagpur.

(33) THAT all expenses on account of preparation of all kinds of documents, cost of stamps, registration fees and all other charges including the Lawyers fees payable in respect thereof 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 **Plot No. 1** out of the sanctioned admeasuring 2768.264 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 54/1 (Part) of Mouza – JAMTHA, situated at Village – Jamtha in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	-	KH. NOS. 57/2, 57/3 AND 56
ON THE WEST	-	KH. NO. 54
ON THE NORTH	-	OPEN SPACE, ROAD AND PUBLIC UTILITY
ON THE SOUTH	-	KH. NO. 54

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SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. SUPERSTRUCURE comprising **Apartment No. _____** on the **_____ FLOOR** of a building to be known as and styled as **"CHANDRA VITHOBA HEIGHTS'**, constructed on the aforesaid Plots of land covering a **Built-up area of _____ Sq. Mtrs. (Super Built-up Area of _____ Sq. Mtrs**.) . including share in parking stair case and balconies for upper floors..

IN WITNESS WHEREOF the VENDORS and the PURCHASER hereinabove named have 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.

(Drafted by Adv. Ashwin Patil as per the instructions of the parties).

WITNESSES :

(1)_____

1)

(RAVINDRA GHANSHYAMJI KACHORE)

(2)_____

2)

(AJAY SHRIKRUSHNAJI HINGE)

3)

(PARMANAND BHEDRAJ CHOUDHARY)

4)

(BHASKAR CHAITRAMJI DHOTE)

VENDORS

(_____)

PURCHASER