

“श्री”

AGREEMENT TO SELL

FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this ____ Day of APRIL, 2019,
BETWEEN :

(1) SHRI. RUPESH S/o DIWAKAR SADAVARTE, Aged about 37 Years, Occupation - Service, {PAN - BNUPS9503C}, Resident of Plot No. 32(B), Ramteke Nagar, Beltarodi Road, Nagpur-440007, Tahsil & District - NAGPUR, **(2) SHRI. NISHIKANT S/o GOVIND JAMKAR**, Aged about 55 Years, Occupation - Business, {PAN - AAXPJ4088L}, Resident of Near Shri Gajanan Mandir, Wakar Road, Lakadipul, Mahal, Nagpur-440032, Tahsil & District - NAGPUR, Both Acting through their duly constituted attorney **MEHAR INFRASTRUCTURE**, A Proprietorship Concern, having its Office at Opposite Radisson Blue Hotel, Near Laxmi Narayan Sabhagruh, Sneh Nagar, Wardha Road, Nagpur-440015, Acting through its **Proprietor - SHRI. SACHIN S/o DINKARRAO MEHAR**, Aged about 40 Years, Occupation - Business, Resident of Savitri Vihar, Somalwada, Wardha Road, Nagpur-440025, Tahsil & District - NAGPUR, hereinafter 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 **FIRST PART.**

AND

SHRI./MRS. _____, Aged about _____ Years,
Occupation - _____, Resident of _____, Nagpur, Tahsil and
District - NAGPUR, 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, his/her heirs, legal representative,
executors, successors and assigns of the **SECOND PART**. (**PAN** -
_____)

AND

MEHAR INFRASTRUCTURE, A Proprietorship Concern, having its
Office at Opposite Radisson Blue Hotel, Near Laxmi Narayan Sabhagruh, Sneh
Nagar, Wardha Road, Nagpur-440015, Acting through its Proprietor - **SHRI**
SACHIN S/o DINKARRAO MEHAR, Aged about 40 Years, Occupation -
Business, Resident of Savitri Vihar, Somalwada, Wardha Road, Nagpur-
440025, Tahsil & District - NAGPUR, hereinafter called the **CONFIRMING**
PARTY, which expression shall unless repugnant to the context or meaning
thereof, always mean and include the said **PROPRIETARY CONCERN** and its
PROPRIETOR, as well as her legal representatives, executors,
administrators, successors and assigns of the **THIRD PART**. (**PAN** -
ALCPM8013A)

WHEREAS, ALL THAT piece and parcel of land bearing Plot No. 1-B
out of the layout of Shrivasti Gruha Nirman Sahakari Sanstha Maryadit
Nagpur, total admeasuring about 4191.00 Sq. Ft. (OR 389.54 Sq. Mtrs.),
being a part & portion of the entire land bearing P.S.K. 39, Kh. Nos. 87/1 & 2
of **MOUZA - BABULKHEDA**, situated at Shrivasti Society, Babulkheda,
Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 14 in
Tahsil & District - NAGPUR, belongs to Shri. Rupesh Diwaker Sadavarte, the
Vendor No. 1 named hereinabove, having purchased the same by him from
Shrivasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, by a Sale Deed
Dated 30/12/1999, which is duly registered in the office of the Joint Sub
Registrar Nagpur-2, in Addl. Book No. 1, Volume No. 423 on Page Nos. 23 to
31, at Sr. No. 3791 on even date; AND

WHEREAS, thereafter, the said property comes under the 1900 Lay-
outs being regularized and developed by Nagpur Improvement Trust under
the Provisions of Maharashtra Gunthewari Developments (Regularisation,
Upgradation and Control) Act, 2001 and the said Vendor No. 1 had applied to
the Nagpur Improvement Trust, Nagpur for Regularisation of the said Plot of
land. Accordingly considering his request the said Nagpur Improvement Trust,
Nagpur while regularization of the said Plot of land it's area came to be

321.1650 Sq. Mtrs. and the Vendor No. 1 paid the development Charges of the Regularisation and Nagpur Improvement Trust regularized the said Plot of land vide it's Permit No. 1337, Dated 26/11/2018; AND

WHEREAS, as a result therefore Shri. Rupesh Diwakar Sadavarte, the Vendor No. 1 named hereinabove has now become an absolute, exclusive and full Owner of the aforesaid **Plot No. 1 (Block-B)** with heritable and transferable rights therein and accordingly, his name is mutated in revenue records; AND

WHEREAS, in the like manner, ALL THAT piece and parcel of land bearing **Plot No. 2-B** out of the layout of Shrivasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, total admeasuring about 4441.22 Sq. Ft. (OR 412.600 Sq. Mtrs.), being a part & portion of the entire land bearing P.S.K. 39, Kh. Nos. 87/1 & 2 of **MOUZA - BABULKHEDA**, situated at Shrivasti Society, Babulkheda, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 14 in Tahsil & District - NAGPUR, belongs to Shri. Nishikant Govind Jamkar, the Vendor No. 2 named hereinabove, having purchased the same by him from Shrivasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, by a Sale Deed Dated 11/2/1992, which is duly registered in the office of the Joint Sub Registrar Nagpur-2, in Addl. Book No. 1, Volume No. 27 on Page Nos. 265 to 266, at Sr. No. 533 on even date; AND

WHEREAS, thereafter, the said property comes under the 1900 Layouts being regularized and developed by Nagpur Improvement Trust under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001 and the said Vendor No. 2 had applied to the Nagpur Improvement Trust, Nagpur for Regularisation of the said Plot of land and accordingly the Vendor No. 2 paid the development Charges of the Regularisation and Nagpur Improvement Trust regularized the said Plot of land vide it's Permit No. BE(S)/1900(U/L)/13887/3785, Dated 9/2/2009; AND

WHEREAS, as a result therefore Shri. Nishikant Govind Jamkar, the Vendor No. 2 named hereinabove, has now become an absolute, exclusive and full Owner of the aforesaid **Plot No. 2 (Block B)** with heritable and transferable rights therein and accordingly, his name is mutated in revenue records; AND

WHEREAS, thereafter, the Grantors named hereinabove have jointly decided to develop their respective aforesaid properties (i.e. Plot No. 1-B & Plot No. 2-B) into a Residential Estate and accordingly the Grantors have applied to the Nagpur Improvement Trust for amalgamation of the said plots and accordingly, the Building Engineer (S), Nagpur Improvement Trust has

Issued Amalgamation Letter bearing No. B.E.(S)/2602, Dated 6/3/2019 and according to the said Amalgamation Letter, the amalgamated area of the said Plot Nos. 1 & 2 is 733.765 Sq. Mtrs.; AND

WHEREAS, for cogent reasons and good causes Shri. Rupesh Diwakar Sadavarte, the Vendor No. 1 has decided to develop his aforesaid property (i.e. Plot No. 1-B) into a **RESIDENTIAL ESTATE** by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein and accordingly he has entered into an Agreement of Development in respect of his aforesaid property with MEHAR INFRASTRUCTURE, A Proprietorship Concern, Acting through its Proprietor - SHRI. SACHIN S/o DINKARRAO MEHAR, Resident of Savitri Vihar, Somalwada, Wardha Road, Nagpur-440025, Tahsil & District - NAGPUR on 29/3/2019. The said Agreement of Development is duly Adjudicated by Collector of Stamp, Nagpur City on 19/3/2019 and the full Stamp Duty of Rs. 2,35,000/- is paid at the time of the said adjudication bearing Adjudication Case No. 56/2019. Thereafter, the said Agreement of Development is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 2108 on even date and Full Registration Fee of Rs. 30,000/- is paid thereon; AND

WHEREAS, accordingly, the Vendor No. 1 has also executed General Power of Attorney in respect of the above said property (i.e. Plot No. 1-B) in favour of Mehar Infrastructure, Acting through its Proprietor - Shri. Sachin Dinkarrao Mehar on 29/3/2019, which is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 2109 on even date; AND

WHEREAS, in the like manner, for cogent reasons and good causes Shri. Nishikant Govind Jamkar, the Vendor No. 2 has also decided to develop his aforesaid property (i.e. Plot No. 2-B) into a **RESIDENTIAL ESTATE** by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein and accordingly he has entered into an Agreement of Development in respect of his aforesaid property with MEHAR INFRASTRUCTURE, A Proprietorship Concern, Acting through its Proprietor - SHRI. SACHIN S/o DINKARRAO MEHAR, Resident of Savitri Vihar, Somalwada, Wardha Road, Nagpur-440025, Tahsil & District - NAGPUR on 29/3/2019. The said Agreement of Development is duly Adjudicated by Collector of Stamp, Nagpur City on 19/3/2019 and the full Stamp Duty of Rs. 2,48,750/- is paid at the time of the said adjudication bearing Adjudication Case No. 66/2019. Thereafter, the said Agreement of Development is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at

Sr. No. 2110 on even date and Full Registration Fee of Rs. 30,000/- is paid thereon; AND

WHEREAS, accordingly, the Vendor No. 2 has also executed General Power of Attorney in respect of the above said property (i.e. Plot No. 2-B) in favour of Mehar Infrastructure, Acting through its Proprietor - Shri. Sachin Dinkarrao Mehar on 29/3/2019, which is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 2111 on even date; AND

WHEREAS, by the aforesaid 2 different Agreement of Development(s), Shri. Rupesh Diwakar Sadavarte & Shri. Nishikant Govind Jamkar have further specifically agreed to execute various Agreements to Sell(s) and Sale Deed(s) each relating to the Undivided proportionate share and interest in the said plot of land in favour of each such individual buyer as may be nominated by MEHAR INFRASTRUCTURE; AND

WHEREAS, in pursuance of the said Agreement, the Confirming Party has accordingly prepared a plan of a Multistoried building proposed to be constructed on the said Plot and to be known and styled as "**NEELMANI-7**" and accordingly the said building plan is duly sanctioned and approved by the Building Engineer(S), Nagpur Improvement Trust, Nagpur, having its Permit No. B.E.(South)/Case No. AB-S-BA-5745/Tracking No. 2019030747/1110, Dated 30/3/2019 and the copy of the same is annexed hereto; AND

WHEREAS, thereafter, the Vendors through the Confirming Party have submitted the aforesaid entire property to the Maharashtra Apartment Ownership Act, 1970 for the purpose of giving clear title over the Apartment chosen by the prospective Purchasers in the said building, accordingly the Vendors have executed a **DEED OF DECLARATION** Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 on 8/4/2019, which is also duly registered in the office of the Joint Sub-Registrar Nagpur-4, in Book No. 1, at Sr. No. 2383 on even date. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-Laws appended thereto shall always remain binding upon the Purchasers; AND

WHEREAS, the Confirming Party has registered the Project under the provisions of Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai vide Regn. No. P _____; AND

WHEREAS, the Purchaser hereinabove named has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS, on demand from the Purchaser, the Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Confirming Party's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Confirming Party; AND

WHEREAS, the Purchaser being desirous of owning an Apartment for his/her Residential use in the said Multistoried building with heritable and transferable rights therein has approached the Confirming Party and expressed his/her desire and willingness to purchase the Undivided Proportionate share and interest in the said Plots TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No. _____** on the **_____ FLOOR** having a **Carpet Area of _____ Sq. Mtrs.,** of a building proposed to be constructed thereon and after detailed negotiations the Confirming Party has agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost thereof to the Confirming Party upon the following terms and conditions.

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

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY **THE UNDIVIDED _____ %** share and interest in **ALL THOSE** pieces and parcel of land bearing **Plot Nos. 1-B & 2-B** out of the layout of Shrivasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur, total admeasuring about **733.765 Sq. Mtrs.,** being a part & portion of the entire land bearing P.S.K. 39, Kh. Nos. 87/1 & 2 of **MOUZA - BABULKHEDA,**

the entire R.C.C. Superstructure comprising Apartment No. _____, covering a Carpet Built-up Area of _____ Sq. Mtrs. on the _____ FLOOR of a building proposed to be constructed on the said Plot of land and to be known and styled as "NEELMANI-7", including all other easementary rights appurtenant and belonging thereto, situated at Shravasti Society, Babulkheda, Nagpur, Corporation House Nos. 5739/C/1-B & 5739/C/2-B respectively, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & 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 Confirming Party in the following manner. The said agreed cost of the Apartment is excluding of all Taxes of the State and Central Government, etc.

MANNER OF PAYMENT :

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party, in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Agreement, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at Plinth Level.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at of Parking Floor Slab level.

Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at casting First Floor Slab level.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at casting Second Floor Slab level.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at casting Third Slab level.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at casting Fourth Floor Slab level.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at completion of Brick Works.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party at completion of Plastering Works.
Rs.	(Rupees _____) Only agreed to be paid by the Purchasers to the Confirming Party at completion of Finishing Works.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before taking over the actual possession of the chosen Apartment OR at the time of execution of Sale Deed, whichever is earlier.

Rs. (RUPEES _____ ONLY)

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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 the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the

above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installment shall be granted to him/her by the Confirming Party. In the event of such termination/cancellation of this Agreement, the Confirming Party shall be at full liberty to resell the said Apartment Together with the Undivided proportionate share interest in the said Plot of land to any other intending buyer without any further intimation or reference/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 30% agreed amount there from by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by him/her, shall not be a ground for non-payment of the installments on due stages.

(3) 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.

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

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedules hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of other built-up spaces in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered the same shall not annul this Contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that by an Agreement made between the Confirming Party and the aforesaid Vendors the former are allowed and permitted to develop the said Plot of land and shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrances or interference by the aforesaid Vendors. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the 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 Competent Authority, and internal changes in the Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendors/Confirming Party have reserved his/it's right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust, Nagpur or from authority competent to do so.

(9) 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.

(10) THAT the Confirming Party shall complete the said Building and make the Apartment chosen by the Purchaser available within 30 Months from the date of execution of this Agreement subject to the Purchaser making payment of the installment agreed as per schedule written above.

(11) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including stamp duty and Registration fees and Sales Tax, Turn Over Tax, Value Added Tax, Service Tax, etc., prior to execution Sale Deed, etc. are paid by her/him in full to the Confirming Party.

(12) THAT this Apartment Scheme is comes within a purview of Service Tax Act, therefore, the Purchaser shall pay the same to the Confirming Party as decided by Confirming Party OR Competent Authority before the registration of Sale Deed.

(13) THAT the Confirming Party shall be exclusive Incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his 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 Confirming Party. The Purchaser has read, understood the plan, specification and elevations of the boundary.

Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(15) THAT the Vendors/Confirming Party agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(16) THAT the available Open spaces (Excluding the Restricted areas mentioned in Deed of Declaration) available in the said Plot of land and the common areas and 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. The Terrace area attached to each Apartment shall be exclusive use and occupation of the Apartment Owners.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by him/her shall be refunded to him/her free of any interest thereon and also after deducting 30% agreed amount there from by way of liquidated damages within 3 (THREE) Months from the date of this Agreement stands terminated/cancelled and in such event his/her right to Purchase the **Undivided _____ Percent** share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the 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 as may approved by the Confirming Party without any further notice or reference to the Purchaser.

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

construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date, and in such event the Purchaser shall not prevent or obstruct the Confirming Party in so utilising and dealing with such additional F.S.I. however, the parking requirements are not compromised. In such event the Prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agreed that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser understands that the agreed cost of construction does not include any liability arising out of levy of provident fund for casual construction workers. Hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be borne and paid the Purchaser to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.

(21) THAT the Purchaser shall individually pay all Corporation Taxes and cesses etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over possession thereof whichever may be earlier.

(22) THAT the Vendors/Confirming Party shall deliver the actual possession of the said Undivided share and interest in the said Plot of land and **Apartment No. _____** on the **_____ FLOOR** hereby agreed to be sold to the Purchaser only at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for Occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other Co-owners thereof and the Apartment chosen by him/her absolutely with heritable and transferable rights therein.

without prior written permission of the Confirming Party else he/she shall be treated as a trespasser.

(24) THAT the Vendors/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 payable at the time of Registration from him/her, he/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. superstructure comprising **Apartment No. _____** on the _____ **FLOOR** in favour of the Purchaser and get the same duly registered at his costs 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 him/her to the Confirming Party.

(25) THAT, Purchaser also undertakes to pay of Sales Tax, Value Added Tax, Service Tax, and all other taxes and cesses etc. that may be levied by State OR Central Government OR sign an undertaking to that effect before taking Possession of the **Apartment No. _____** being purchased by him/her.

(26) 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 other co-owners thereof. However, the Apartment chosen by him/her in the proposed building shall be owned and possessed by him/her exclusively with heritable and transferable rights therein.

(27) THAT the Purchaser shall pay proportionate share of Ground Rent/Tax and all other dues whatsoever accruing payable in respect of him/her Undivided share in the said land to the concerned authorities with effect from the date of registration of the Sale Deed or from the date of Possession whichever is earlier onwards and she shall always keep the Vendors/Confirming Party indemnified against such payments.

(28) THAT it is understood by the Purchaser that the 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 Confirming Party shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(29) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C and Brickwork , It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction 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 dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(30) THAT the 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 Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Confirming Party indemnified against the same. However the Confirming Party shall use and install standard proprietary items in the said Apartment and it shall also see that are properly working at the time of installation.

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

(32) THAT the Purchaser undertakes to notify in writing any change in his address to the Confirming Party.

(33) THAT it is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be referred to the panel of Sole Arbitrator to be appointed by the Vendors/Confirming Party. The Arbitrator will have the authority and power to - (A) Interpret the term 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 any other matter between them to the Panel of Arbitrator and the Panel of the Arbitrator shall decide the same and the Award of Arbitrator shall be final and conclusive and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agrees not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings.

(34) THAT all the provisions of Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement and accordingly, the Purchaser

deposits, etc. as may be decided by the NEELMANI-6 Owners Association.

(35) THAT the Purchaser has understood that he/she will be the co-owner along with the owner of the portion of the plot retained by the owner and shall have no right whatsoever in the same.

(36) THAT the Confirming Party does hereby declare that the Purchaser are one of it's nominees and also does hereby acquit and discharge the Vendors from observing and fulfilling the covenants on his part as contained in the Agreement. It also further declares that it has received the entire cost of construction from the Purchaser.

(37) THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty, Registration Fees and other charges including the Lawyer's 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 **ALL THOSE** pieces and parcel of land bearing **Plot Nos. 1-B & 2-B** out of the layout of **Shravasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur**, total admeasuring about **733.765 Sq. Mtrs.**, being a part & portion of the entire land bearing **P.S.K. 39, Kh. Nos. 87/1 & 2 of MOUZA - BABULKHEDA**, bearing **City Survey No. 4755 and Sheet No. 79, 82 & 84**, situated at **Shravasti Society, Babulkheda, Nagpur**, **Corporation House Nos. 5739/C/1-B & 5739/C/2-B** respectively, within the limits of the **Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil & District - NAGPUR**.

The aforesaid Plot No. 1-B is bounded as under :

ON THE EAST	:	BY PLOT NO. 3-B
ON THE WEST	:	BY LAYOUT OF OTHER SOCIETY
ON THE NORTH	:	BY ROAD
ON THE SOUTH	:	BY PLOT NO. 20

The aforesaid Plot No. 2-B is bounded as under :

ON THE EAST	:	BY PLOT NO. 3-B
ON THE WEST	:	BY LAYOUT OF OTHER SOCIETY
ON THE NORTH	:	BY PLOT NO. 1-B
ON THE SOUTH	:	BY ROAD

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No. _____** on the _____ **FLOOR** of the building to be known and styled as "**NEELMANI-7**" proposed to be constructed on the aforesaid Plot of land covering a **Carpet Built-up Area of _____ Sq. Mtrs.**, Enclosed Balcony _____ Sq. Mtrs. Open Balcony _____ Sq. Mtrs. Attached Terrace _____ Sq. Mtrs.

The said Apartment is bounded as under :-

ON THE EAST : BY

ON THE WEST : BY

ON THE NORTH : BY

ON THE SOUTH : BY

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hereinabovenamed have hereto set their respective hands and signed this **AGREEMENT TO SELL** at NAGPUR in presence of the attesting witnesses signed as on the day first above written.

{Drafted by :- Adv. Ritesh C. Mahendra}

WITNESSES :

(1) _____



(SACHIN D. MEHAR)
As duly Constituted Attorney
for Vendors
VENDORS



(_____
PURCHASER



FOR MEHAR INFRASTRUCTURE

(2) _____



(SACHIN D. MEHAR)
Proprietor
CONFIRMING PARTY

