

"WKD NEST"

AGREEMENT TO SELL

(Valued at Rs. _____/-)
(Market Value of Rs. _____ /-)
Mouza- Lavha,

THIS AGREEMENT OF SALE is made and executed on this ____th day of July 2019.

BETWEEN

MR. GHANSHYAM S/O WASUDEORAO DHOKNE, aged about 39 Years, Occupation- Business, Resident of Plot No. 23, Pavanbhumi, Somalwada, Wardha Road, Nagpur, Tahsil & District- NAGPUR- 440025, hereinafter called the **"VENDOR"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR**, as well as his legal heirs representatives, executors, administrators, successors and assigns etc of the **FIRST PART. (PAN: ALTPD3088R)**

AND

_____, aged about ____ years, Occupation- Business, Resident of _____, hereinafter called and referred to as 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 legal heirs, executors, administrators, successors, assigns and legal representatives of the **SECOND PART. (PAN:)**

AND

M/S WKD BUILDERS & DEVELOPERS, a Proprietary concerned, having its Office at _____, acting through it's Proprietor **MR. GHANSHYAM S/O WASUDEORAO DHOKNE**, aged about 39 Years, Occupation- Business, Resident of Plot No. 23, Pavanbhumi, Somalwada, Wardha Road, Nagpur, Tahsil & District- NAGPUR- 440025, hereinafter called as the **"CONFIRMING PARTY"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **CONFIRMING PARTY** as well as its representatives, executors, administrators, successors and assigns of the **THIRD PART. (PAN: ALTPD3088R)**

AND

WHEREAS, the **VENDOR** is the absolute Owner of **ALL THAT** piece and parcel of land bearing **Plot No. 20**, admeasuring about **647.50 Square Meters (OR 6969.69 Square Feet)**, being a portion of the entire land bearing Khasra Nos. 29 & 30 of **Mouza- Lavha**, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR, having acquired the same by the **VENDOR** by way of succession also by way of Relinquishment Deed Dated 27-10-2017 executed by Smt. Kalpana Wasudeorao Dhokne, Shri Ravi Wasudeorao Dhokne & Sau. Archana Sachin Kapse (Maiden name Ku. Archana Dhokne), which is duly registered in the Office of Sub-Registrar Nagpur-7 at Serial No. 8683. As a result therefore the **VENDOR** become an exclusive, absolute and full Owner of the aforesaid property, with heritable and transferable right therein and the same is duly mutated in his name in the relevant records.

AND

WHEREAS, ALL THAT piece and parcel of land bearing Khasra No. 221, admeasuring about 0.93 Hectares (OR 2.30 acres) of Mouza- Lavha, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR, Originally belonged to Shri Wasudeorao Keshavrao Dhokne, having purchased the same by him from Smt. Devkabai Khemnath Kosare & Shri Kishor Somnath Kosare, by a Sale Deed Dated 19-07-1985, which is duly Registered in the Office of Sub-Registrar Nagpur City-1 at Serial No. 3352 on even date. The said portion of land lateron renumbered as Khasra No. 29.

AND

WHEREAS, ALL THAT piece and parcel of land bearing Khasra No. 221, admeasuring about 0.48 Hectares of Mouza- Lavha, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR, Originally belonged to Shri Wasudeorao Keshavrao Dhokne, having purchased the same by him from Smt. Devkabai Khemnath Kosare, Shri Kishor Somnath Kosare & Sau. Venubai Sitaramji Mankar, by a Sale Deed Dated 29-04-1989, which is duly Registered in the Office of Sub-Registrar Nagpur City-1 at Serial No. 2334 and Registration No. 2322 (P) on even date. The said portion of land lateron renumbered as Khasra No. 30.

AND

WHEREAS, ALL THAT piece and parcel of land bearing Khasra Nos. 29 & 30, total admeasuring about 1.42 Hectares, held in Class 1 Occupancy Rights of Mouza- Lavha, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR came within the preview of the Nagpur urban agglomeration and the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-02-1976, accordingly Shri Wasudeorao Keshavrao Dhokne filed his Statement/Return Under Section 6 (2) of the said Act before the Deputy Collector and Competent authority, U.L.C., Nagpur, which was registered as ULC Case no. 285/2006 and on completion of his enquiry in respect of the aforesaid case the Competent Authority U.L.C. Nagpur vide his Order Dated 30-06-2006 declared 4500 Square Meters of land as a Retainable land and remaining land admeasuring about 9700 Square Meters was declared as a Surplus vacant land within the meaning of the said Act.

AND

The Competent Authority ULC Nagpur, also allowed Late Shri Wasudeorao Keshavrao Dhokne to submitted a scheme in respect of surplus land under section 20 (1) (a) of Urban Land (Ceiling & Regulation) Act 1976 on the Pattern of Talegaon Dabhade Scheme within 60 days from the date of order. Accordingly, Shri Wasudeorao Keshavrao Dhokne applied for exemption to the aforesaid surplus land under section 20 (1) (a) of Urban Land (Ceiling & Regulation) Act 1976 in respect of the said excess land for providing plots and/or construction of tenements in accordance with the special dispensation issued by the Government Resolution, Housing and Special Assistance Department No. CSC/ULC/1091/5(3977) dated 15-01-1992. That the General Administration Department & Government of Maharashtra Housing and Special Department, through Competent Authority Urban Land Ceiling, Nagpur, is satisfied that

having regard to the location of the land, the purpose for which the land is being of or is proposed to be used and other relevant factors. Therefore in exercise of the power of conferred by Sub-Section (1) (a) of Section 20 of the said Act, by order No. ATP/ULC/TD(884)/2006/1650 Dated 31-07-2006 exempted the aforesaid Surplus Vacant land from the provision of Chapter III of the said Act subject to the condition therein on the Talegaon Dabhade Pattern.

AND

WHEREAS, the aforesaid Late Shri Wasudeorao Keshavrao Dhokne lateron prepared a layout on the said land bearing Khasra Nos. 29 & 30 of Mouza- Lavha by carving out various Plots of different sizes therein and the said layout is duly approved and sanctioned by the Assistant Director, Town Planning, Nagpur vide its letter No. ससनाग@1740 Dated 10-05-2010.

AND

WHEREAS, the aforesaid the land bearing Khasra Nos. 29 & 30 admeasuring about 1.42 Hectares (OR 14200 Square Meters) is diverted for Non-Agricultural use by Order Dated 21-10-2002 by the Collector, Nagpur, passed in revenue Case No. 143/NAP-34/2001-2002 of Mouza- Lavha.

AND

WHEREAS, the said Shri Wasudeorao Keshavrao Dhokne left for heavenly abode on 14-12-2016 and consequent upon his demise/death the aforesaid property devolved upon his Widow namely Smt. Kalpana Wasudeorao Dhokne and his two sons namely Mr. Ghanshyam Smt. Kalpana Wasudeorao Dhokne & Mr. Ravi Smt. Kalpana Wasudeorao Dhokne and his married daughter namely Mrs. Archana Sachin Kapse by way of intestate succession, being the only legal heirs of the deceased.

AND

WHEREAS, aforesaid Smt. Kalpana Wasudeorao Dhokne & Mr. Ravi Wasudeorao Dhokne and Mrs. Archana Sachin Kapse lateron relinquished their right, title and interest in the aforesaid property in favour of the **VENDOR**, by executing Relinquishment Deed Dated 27-10-2017, which is duly registered in the Office of Sub-Registrar Nagpur-7 at Serial No. 8683. As a result therefore the **VENDOR** becomes an exclusive, absolute and full Owner of the aforesaid property, with heritable and transferable right therein and the same is duly mutated in his name in the relevant records.

AND

WHEREAS, aforesaid land is situated in the area covered by the Nagpur Metropolitan Area. Accordingly, the **VENDOR** applied to the Nagpur Metropolitan Development Authority for regularize his plot. After payment of requisite Development Charges the Nagpur Metropolitan Development Authority released the aforesaid Plot vide Release Letter No. DPC/RL/201 Dated 02-05-2019. As per the said Release Letter Dated 02-05-3019 the area of the said Plot No. 20 is shown and declared as 647.5 Square Meters.

AND

WHEREAS, the **VENDOR** has decided to develop the aforesaid plot of land into Commercial-Cum-Residential Estate thereon consisting various Shops and various self

contained separate Apartments therein by utilizing and consuming the available permissible F.S.I. as per the sanctioned building plan through his Proprietary concern namely **M/S WKD BUILDERS & DEVELOPERS** i.e. the **CONFIRMING PARTY** herein. Accordingly, the **VENDOR** prepared the building plan proposed to be constructed on the said plot of land to be known and styled as "**WKD NEST**" and the same is duly sanctioned by the Assistant Engineer, Nagpur Metropolitan Region Development Authority, Nagpur, vide his Building Permit No. B.E.(NMRDA)/South/Nagpur(Rural)/No. MB-LAVA-20/2019051536/ 1742 Dated 03-07-2019.

AND

WHEREAS, the **PURCHASER** has satisfied himself/herself/themselves in respect of **VENDOR'S** title in respect of the said property as good, valid and marketable.

AND

WHEREAS, the **PURCHASER** being desirous of owning an apartment in the said Multistoried building for his/her residential use with heritable and transferable rights therein, approached the **CONFIRMING PARTY** and expressed his/her desire to purchase **ALL THAT** R. C. C. Superstructure comprising **Apartment No. _____**, situated on the _____ **Floor** of the Residential Building known and styled as "**WKD NEST**" covering Carpet area _____ **Square Meters** and Net Carpet area _____ **Square Meters**, together with ____ % undivided proportionate share and interest in **ALL THAT** piece and parcel of land bearing **Plot No. 20**, admeasuring about **647.50 Square Meters (OR 6969.69 Square Feet)**, being a portion of the entire land bearing Khasra Nos. 29 & 30 of **Mouza- Lavha**, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR, herein after referred to as the "**said Property**" and after detailed negotiation the Vendor/Confirming Party has agreed to sell the same to the **PURCHASER** and the **PURCHASER** has also specifically agreed to purchase the same agreeing interalia to pay the entire agreed cost to the **CONFIRMING PARTY**.

AND

WHEREAS, **VENDOR/CONFIRMING PARTY** herein has entered into a standard Agreement with an Architect, registered with the Council of Architects and such Agreement is in accordance with the Agreement prescribed by the Council of Architects;

AND

WHEREAS the **VENDOR/CONFIRMING PARTY** herein has appointed a Structural Engineer for preparation of the structural designs and drawings of the buildings and the **VENDOR/CONFIRMING PARTY** herein has accepted the professional supervision of the Architect and the Structural Engineer, till completion of development of the entire project;

AND

WHEREAS, after due negotiations between the **VENDOR/CONFIRMING PARTY** and the **PURCHASER** herein, the **VENDOR/CONFIRMING PARTY** herein have agreed to

sell the said property to the **PURCHASER** herein for total consideration of **Rs. _____/- (Rupees _____ Only)** and the **PURCHASER** herein has also agreed to purchase the said property from the **VENDOR/CONFIRMING PARTY** herein for the said price and has also agreed to pay certain other charges on certain other accounts, as mentioned in this Agreement;

AND

WHEREAS accordingly, both the parties have decided to reduce into writing all the terms and conditions agreed between them in the following manner:

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

1) THAT, the Vendor/Confirming party do hereby, agreed to sell, transfer and convey and **PURCHASER** do hereby purchase, **ALL THAT** R. C. C. Superstructure comprising **Apartment No. _____**, situated on the _____ **Floor** of the Residential Building known and styled as **"WKD NEST"** covering Carpet area _____ **Square Meters** and Net Carpet area _____ **Square Meters**, together with ____ % undivided proportionate share and interest in **ALL THAT** piece and parcel of land bearing **Plot No. 20**, admeasuring about **647.50 Square Meters (OR 6969.69 Square Feet)**, being a portion of the entire land bearing Khasra Nos. 29 & 30 of **Mouza- Lavha**, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR. The said property more particularly described in the Second Schedule hereunder written.

2) THAT, in consideration of the above said property the **PURCHASER** has agreed to pay a lum sum price of **Rs. _____/- (Rupees _____ Only)** to the **CONFIRMING PARTY**, to be paid as hereafter mentioned, in full accord and satisfaction. The details of payment of total consideration are as follows:

MANNER OF PAYMENT

Rs. 51000/-	(Rupees Fifty One Thousand only) paid by the Purchaser(s) to the Confirming Party towards Booking by way of Cheque No. _____ Dated _____ drawn on _____, the receipt whereof is acknowledged by the Vendor through Confirming Party.
Rs. _____/-	(Rupees _____ only) 15% of agreed Amount paid by the Purchaser(s) to the Confirming Party with this Agreement to sell by way of Cheque No. _____ Dated _____ drawn on _____.
Rs. _____/-	(Rupees _____ only) 20% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before of completion of Plinth Level.
Rs. _____/-	(Rupees _____ only) 12% of agreed Amount to be paid by the Purchaser(s) to the

Confirming Party on or before casting of Ground Floor Slab.

Rs. _____/-	(Rupees _____ only) 11% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before casting of First Floor Slab.
Rs. _____/-	(Rupees _____ only) 10% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before casting of Second Floor Slab.
Rs. _____/-	(Rupees _____ only) 9% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before casting of Third Floor Slab.
Rs. _____/-	(Rupees _____ only) 8% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before casting of Fourth Floor Slab.
Rs. _____/-	(Rupees _____ only) 5% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before completion of Brickwork.
Rs. _____/-	(Rupees _____ only) 5% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before Completion of Plastering work.
Rs. _____/-	(Rupees _____ only) 5% of agreed Amount to be paid by the Purchaser(s) to the Confirming Party on or before Completion of Flooring work, Finishing, Electrification, Plumbing and Painting work.
Rs. _____/-	Total (Rupees _____ only)

THAT, the **PURCHASER(S)** shall pay the installment as stipulated hereinabove strictly on the above mentioned date. It is specifically understood and agreed by the **PURCHASER(S)** that the time so stipulated for payment is of the ESSENCE OF CONTRACT and consequentially therefore this agreement shall automatically stand terminated and cancelled immediately on the **PURCHASER(S)** failure to pay the above installment on due date. It is specifically understood by the **PURCHASER(S)** that no extension of time for payment of any of the installments shall be granted to him/her/them by the **CONFIRMING PARTY** or otherwise else the Purchaser(s) shall be liable to pay additional 2% per month over & above due amount. In the event of such termination/cancellation of this Agreement, the **CONFIRMING PARTY** shall be at full liberty to resale the said Flat together with the undivided proportionate share and interest in the said plot of land to any other intending buyer without any further intimation or reference/notice to the **PURCHASER(S)** and in such event the **CONFIRMING PARTY** shall return back the amounts till then received by it, to the **PURCHASER(S)** free of any interest thereon and also after deducting there from a fixed sum of Rs. 1,00,000/- (Rupees One Lacs only) by way of liquidated damages and the same shall be refunded after selling of the said flat to the intending purchaser. It is also specifically understood by the **PURCHASER(S)** that delay in securing sanction to

the Housing Loan, if any, applied for by him/her/them shall not be a ground for nonpayment of the installments on due stages.

3) THAT, the undivided share in Land hereby agreed to be sold shall be free from encumbrances of all kinds whatsoever.

4) THAT, the **PURCHASER(S)** has/have satisfied himself/herself/ themselves with respect to Vendor's title to the said property as good, valid and marketable and he/she/they has/have accepted the same without any further investigation. He has/have also satisfied himself about the Developers/ Confirming Party's right to enter into this Agreement with the **PURCHASER(S)**.

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

6) THAT, the **CONFIRMING PARTY** shall erect and build the proposed Multistoried building consisting of various self contained separate Apartments therein in accordance with the plan sanctioned and the specifications mentioned in ANNEXURE-A appended thereto. No diversions shall be made in the sanctioned plan. Extra/Additional facilities shall however be provided by the **CONFIRMING PARTY** at the request of the **PURCHASER(S)** subject to extra payment thereof to be made by him/her/them in advance provided such extra work does not affect the outer elevation of the building proposed to be constructed.

7) THAT, that **PURCHASER(S)** has/have finally chosen to own and possess **Apartment No. _____** situated on the _____**Floor** of proposed building namely "**WKD NEST**" more particularly described in the II Schedule hereunder written.

8) THAT, the **CONFIRMING PARTY** has completed the construction of Flat chosen by the **PURCHASER(S)** within 18 months from the date of agreement and shall hand over the vacant possession to the **PURCHASER(S)** at the time of execution of sale deed. Apart from the above circumstances if the **CONFIRMING PARTY** could not deliver the possession of the said property to the **PURCHASER(S)** on the stipulated date, in that event the **PURCHASER(S)** shall be entitled to the refund of amount paid by the **PURCHASER(S)** with interest @ 6 % per annum from the date of expiry of 18 months.

9) THAT, the **PURCHASER(S)** specifically agreed that, the above said cost/consideration amount is exclusive of the cost of provision of the Electricity and Water connection. The **PURCHASER(S)** specifically agreed to pay to the

CONFIRMING PARTY the expenses towards the Electrical Connection, Water Connection, Meter charges including other expenses also the contribution of Transformer charges to be paid to the Maharashtra State Electricity Board also Electrical & water network charges, before the registration of Sale Deed or possession of Apartment/ Unit chosen by him/her/them.

10) THAT, the **PURCHASER(S)** specifically agreed to pay Rs. _____/- (Rupees _____ Only) towards Annual Maintenance Contract charges of Lift for the period of _____ years, the said amount shall be collected from all the Apartment owners and shall be handed over to the Apartment Management and also agreed to pay advance maintenance charges for the initial One year before the registration of Deed of Sale or possession of Unit chosen by him/her/them. The **PURCHASER(S)** shall pay the future maintenance charges to the Apartment Management as fixed time to time.

11) It is expressly agreed by the **PURCHASER(S)** herein that if at the time of formation of association of apartments by the **VENDOR/CONFIRMING PARTY** herein by executing deed of declaration to that effect as mentioned herein before, if certain tenements are unsold, then the **VENDOR/CONFIRMING PARTY** herein shall not be liable to pay maintenance charges in respect of such unsold tenements, if the same are unoccupied.

12) THAT, the **VENDOR/CONFIRMING PARTY** shall not deliver the actual physical possession of the said Property to the **PURCHASER(S)** until the entire cost of construction/undivided share of land also including charges for installation of electric and water meters, legal expenses including Stamp Duty and Registration Fees etc. are paid by him/her in full to the **CONFIRMING PARTY**.

13) THAT, the **CONFIRMING PARTY** herein shall have a first charge and lien on the said property in respect of any amount payable by the **PURCHASER(S)** herein under the terms and conditions of this Agreement.

14) THAT, the **PURCHASER(S)** specifically agreed to pay the other taxes such as GST, VAT, Sales Tax, Service Tax and/or any other taxes levied by State Or Central Government in respect of this Agreement, then the **PURCHASER(S)** shall alone be liable to pay such taxes irrespective of the timing of such demand whether before or after the possession of the said Unit as and when such taxes become due and payable but within seven days from the date of demand by the **CONFIRMING PARTY**.

15) THAT, the **CONFIRMING PARTY** have reserved their right to revise the sanctioned plan subject to approval of the sanctioning authority.

16) THAT, the **CONFIRMING PARTY** shall be exclusively in charge of the construction without any hindrance or interference by the **PURCHASER(S)** or any other contractor and under no circumstances the **PURCHASER(S)** shall enter into any building contract in respect of the Agreement with any other Engineer, Architect,

Building Contractor or Advisory Agency and such contract, if made, by him/her shall be void and not at all be binding upon the **CONFIRMING PARTY**.

17) THAT, during the period of building construction, the **PURCHASER(S)** with two days advance intimation to the **CONFIRMING PARTY**, may enter upon the said Plot of land to inspect the plans, specifications, if available at site.

18) THAT, for the purpose of giving clear title over the Tenement/Flat chosen by the **PURCHASER(S)** and each of the other buyers in the said building, the Vendor has executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly registered in the Office of Joint Sub-Registrar Nagpur-Gramin-10 at **Serial No. 7257** on **09-07-2019**. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the **PURCHASER(S)**.

19) THAT, the **PURCHASER(S)** agreed 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 there under.

20) THAT, the available open space (excluding the Restricted Area mentioned in Deed of Declaration) 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(S)** severally or jointly with any other Apartment Owner or Owners.

21) THAT, in the event of **PURCHASER(S)** committing breach of any terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amount till then paid by the **PURCHASER(S)** towards the agreed cost of construction of the Apartment chosen by him/her/them shall be refunded to the **PURCHASER(S)** without any interest thereon and after deducting therefrom a fixed sum of Rs. 1,00,000/- (Rupees One Lacs only) by way of liquidated damages, and such event his/her/their right to purchase the undivided share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such 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(S)**.

22) THAT, the **PURCHASER(S)** hereby specifically agrees with the **CONFIRMING PARTY** that even after taking over the actual possession of the Apartment chosen by him/her/them (on receipt of possession letter from **CONFIRMING PARTY**, he/she/they

shall not object, prevent or obstruct the **CONFIRMING PARTY** in any way in carrying on and completion of the work of other Apartment in the complex.

23) THAT, the **CONFIRMING PARTY** herein shall have a right to fix its advertisement board or advertisement board of its firm may be in any form, such as neon signs, etc. and the **CONFIRMING PARTY** herein shall be absolutely entitled to fix or erect the same in any part of the subject land or the building under construction and the **PURCHASER(S)** herein shall not raise any objection for the same. The **CONFIRMING PARTY** herein shall be entitled to fix neon signs, advertisement board on the top terrace and the **PURCHASER(S)** herein shall also not raise any objection for the same. The **PURCHASER(S)** herein or their proposed organization shall not be entitled to claim any charges in future on this account from the **CONFIRMING PARTY** herein.

24) In the event, any development charges or betterment charges or any premium of tax or luxury tax or any other levy, which becomes payable by the **CONFIRMING PARTY** herein &/or which is legally the sole responsibility of the Flat **PURCHASER(S)** herein, becomes payable, the Flat **PURCHASER(S)** herein hereby agrees to pay the same &/or reimburse the same to the **CONFIRMING PARTY** herein, in proportion to the area of the Said Property agreed to be purchased by the **PURCHASER(S)** herein and in determining such amount, decision of the **CONFIRMING PARTY** herein shall be conclusive and binding on the **PURCHASER(S)** herein.

25) THAT, the **PURCHASER(S)** herein hereby expressly agrees to bear any tax liability in respect of the present transaction, arising due to any change or modification/ amendment made by State/ Central Government in the existing law or due to introduction of new law, which includes GST, sales tax, service tax, tax on transfer on property, Works Contract Act, VAT, etc., and the **CONFIRMING PARTY** herein shall not be held responsible or liable for the same, in any manner. The **PURCHASER(S)** herein hereby expressly agrees to pay his/ her liability immediately and in any circumstances on or before accepting possession of the said Property from the **CONFIRMING PARTY** herein. The **PURCHASER(S)** herein hereby further expressly agrees to pay any such tax liability even after accepting possession of the Said Property, if the same is arising thereafter and the **CONFIRMING PARTY** herein shall not be held responsible or liable for the same, in any manner. The **PURCHASER(S)** herein hereby expressly agrees to indemnify the **CONFIRMING PARTY** herein in respect of any such tax liability arising due to the present transaction at any time and the **CONFIRMING PARTY** herein shall not be held responsible or liable for the same, in any manner.

26) The **PURCHASER(S)** herein shall use the Said Property or any part thereof or permit the same to be used only for the purpose of residence, as per the sanctioned building plans.

27) THAT, the **PURCHASER(S)** herein hereby expressly agrees that the **PURCHASER(S)** herein shall not transfer the benefits and rights acquired by virtue of this Agreement in respect of the Said Property in favour of any person in whatsoever manner till the Said Property is duly transferred in the name of the **PURCHASER(S)** herein, by executing appropriate deed to that effect and upon the **CONFIRMING PARTY** herein receiving the entire balance amount towards consideration and all other amounts payable by the **PURCHASER(S)** herein as mentioned in this agreement.

28) THAT, the **PURCHASER(S)** shall individually pay all taxes and cesses etc. as may be levied on the Apartment chosen by him/her with effect from the date of Registration of Sale Deed relating to the undivided proportionate share and interest on the said plot of land and the Apartment agreed to be purchased by him/her or from the date of taking over actual physical possession, thereof, whichever may be earlier.

29) THAT, the **VENDORS/CONFIRMING PARTY** shall deliver the actual physical possession of the said undivided share and interest in the said plot together with **Apartment No. _____** situated on the **_____ Floor** hereby agreed to be sold, to the **PURCHASER(S)** or his/her/their nominees at the time of registration of Sale Deed which will be executed after the entire consideration has been paid by **PURCHASER(S)**.

30) THAT, the **VENDOR/CONFIRMING PARTY** shall execute sale deed in favour of **PURCHASER(S)** or their nominees at the time of delivering possession of the said Apartment. On registration of Sale Deed pursuant hereto, the **PURCHASER(S)** shall hold the said Plot of land jointly with the other co-owners thereof and the Apartment chosen by them absolutely with heritable and transferable rights therein.

31) THAT, the **PURCHASER(S)** hereby agrees that he/she/they will not occupy the said Apartment without prior written permission from the **CONFIRMING PARTY** else he/she/they shall be to be treated as a trespasser.

32) THAT, the **CONFIRMING PARTY** does hereby agree with the **PURCHASER(S)** that on receipt of balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration charges, payment of GST, Sales Tax and all other Taxes and Cesses etc. that may be levied and payable at the time of Registration from him/her, he/she will execute a proper Sale Deed relating to the undivided share and interest of the said Plot of land and also the entire R.C.C. superstructure comprising **Apartment No. _____** situated on the **4th Floor** in favour of the **PURCHASER(S)** or his/her/their nominee(s) and get the same duly registered at the cost of **PURCHASER(S)** in accordance with the law in force provided the **PURCHASER(S)** shall have also pay the entire agreed cost of construction and of the cost of undivided share in the land to the **CONFIRMING PARTY** for the said Apartment chosen by him/her.

33) THAT, on obtaining a proper Sale Deed relating to the undivided proportionate share and interest in the said plot hereby agreed to be sold, the same will be held by the **PURCHASER(S)** jointly with other co-owners thereto. However the built-up premises chosen by him/her/them in the proposed Apartment Scheme shall be owned and possessed by him/her/them exclusively with heritable and transferable right therein.

34) THAT, the **PURCHASER(S)** shall pay the proportionate share of Non Agricultural Assessment, Ground Rent and all other dues whatsoever payable in respect of his/her/their undivided proportionate share of land in the said property to the concerned authorities with effect from the date of registration of Sale Deed or from the date of taking possession thereof which ever is earlier.

35) THAT, it is understood by the **PURCHASER(S)** that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work and particularly described in specification in Annexure-A. The **PURCHASER(S)** also understands that shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlements of footing are likely to occur and will not be treated as defects. Further, it is agreed by the **PURCHASER(S)** that on account of practical constraints there will be made an allowance of plus or minus one percent variation in dimensions shown in the sanctioned plan or mentioned in Agreement and no compensation shall be given to the **PURCHASER(S)** for such variation.

36) THAT, the **CONFIRMING PARTY** shall not be liable to pay any compensation or to 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(S)** to the manufacturer or such items keeping the **VENDOR** indemnified against the same. However the **CONFIRMING PARTY** shall install standard proprietary items and shall also see that they are properly working at the time of installation.

37) THAT, all the notices to be served on the **PURCHASER(S)** as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the **PURCHASER(S)** by registered post or under certificate of posting at his/her address as described above. That the **PURCHASER(S)** undertakes to notify in writing any change in his/her address to the **CONFIRMING PARTY**.

38) 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 Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and 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 any other matter between them to the panel of Arbitrators and the panel of Arbitrators shall decide the same and the award of Arbitrator shall be final and conclusive and binding

on the parties hereto. The parties specifically agree not to approach any court of law or consumer Dispute Redressal Forum/commission etc. without first availing the arbitration proceedings.

39) THAT, the VENDORS/CONFIRMING PARTY hereby declared that the **VENDORS/CONFIRMING PARTY** shall not be held responsible for any loss or damages suffered by and against the Apartment agreed to be purchased by him/her/them on account of any natural calamity such as earth quake, flood, etc.

40) THE PURCHASER(S) HEREIN DOTH HEREBY COVENANT WITH THE VENDOR/CONFIRMING PARTY HEREIN AS FOLLOWS:

a) To maintain the said Property at the **PURCHASER(S)** own cost in good tenantable repair and condition from the date of delivery of possession of the said Property and shall not do or suffer to be done anything, shall not change / alter or make addition in or to the building in which the said Property is situated, stair-case of any passage which may be against the rules regulations, or bye-laws of Nagpur Municipal Corporation or any other authority or change / alter or make addition in or to the building in which the said Property is situated and the said Property itself or part thereof.

b) Not to store in the said Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Property is situated or storing of which goods is objected to by the Nagpur Municipal Corporation or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the stair-case, or lift, common passage or any other structure of the building in which the said Property is situated including entrances of the building in which the said Property is situated and in case, any damage is caused to the building in which the said Property is situated or to the said Property on account of negligence or default of the **PURCHASER(S)** herein in this behalf, the **PURCHASER(S)** herein shall be liable for the consequences of the breach.

c) To carry out at his/ her own cost all internal repairs to the said Property and maintain the said Property in the same condition, state and order in which it was delivered by the **VENDORS/CONFIRMING PARTY** herein to the **PURCHASER(S)** herein and shall not do or suffer to be done anything in or to the building in which the said Property is situated or the flat which may be given the rules and regulations and the bye-laws of the Nagpur Municipal Corporation &/or other public authority and in the event of the **PURCHASER(S)** herein, committing any act in contravention of the above provision, the **PURCHASER(S)** herein shall be responsible and liable for the consequences thereof to the Nagpur Municipal Corporation &/or other public authority.

d) To maintain the common facilities i.e. Lift, Solar Water Heater, Diesel Generator, Air Cooling System, Rain Water Harvesting System, Video Door Phone system, Intercom

System and CCTV Surveillance System if it is provided on site also pay the proportionate maintenance charges without delay.

e) The approved parking area shall be handed over to **"WKD NEST"** association and the said association shall allot the available parking slots by way of lottery system.

f) Not to demolish or cause to be demolished the said Property or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Property is situated and shall keep the portion, sewers, drains, pipes in the said Property and appurtenances thereof in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said Property is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC Paradise or other structural members in the said Property, without the prior written permission of the **DEVELOPERS** herein.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the compound or any portion of the said portion of land, and the building, in which the Said Property is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Nagpur Municipal Corporation &/or Government &/or other Public authority.

41) THAT, the Agreement is subject to the jurisdiction of Civil Court Nagpur.

42) THAT, all the provisions of Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

43) THAT, all the expenses with respect to preparation of this Agreement all other documents including the cost of stamp duty payment of registration fee, legal charges and other incidental expenses including the lawyer's fee, have been agreed to borne and paid by the **PURCHASER(S)**.

FIRST SCHEDULE
DESCRIPTION OF THE PROPERTY
BEING DEVELOPED

ALL THAT piece and parcel of land bearing **Plot No. 20**, admeasuring about **647.50 Square Meters (OR 6969.69 Square Feet)**, being a portion of the entire land bearing Khasra Nos. 29 & 30 of **Mouza- Lavha**, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR and bounded as under:-

ON THE EAST	:	Plot No. 19
ON THE WEST	:	Khasra Boundary
ON THE NORTH	:	15.00 Meters Wide Road
ON THE SOUTH	:	Plot Nos. 21, 22 & 23

SECOND SCHEDULE
DESCRIPTION OF RESIDENTIAL APARTMENT
Hereby agreed to be sold

ALL THAT R. C. C. Superstructure comprising **Apartment No.** _____, situated on the _____ **Floor** of the Residential Building known and styled as **"WKD NEST"** covering Carpet area _____ **Square Meters** and Net Carpet area _____ **Square Meters**, together with ____ % undivided proportionate share and interest in **ALL THAT** piece and parcel of land bearing **Plot No. 20**, admeasuring about **647.50 Square Meters (OR 6969.69 Square Feet)**, being a portion of the entire land bearing Khasra Nos. 29 & 30 of **Mouza- Lavha**, P. H. No. 4, within the limits of Grampanchyat- Lavha, in Tahsil-Nagpur (Gramin) and District- NAGPUR.

IN WITNESS WHEREOF the parties hereto in their full cautious and without force and coercion from anybody else and without having under any drug or medicine, on their own have set their hands and signed this Agreement to Sell in presence of witnesses signing as such this day above written.

I, **Anil Prabhakar Narkhede**, R/o "Prabhu" 25, Shri Sant Saikrupa Co-operative Housing Society, Narendra Nagar, Nagpur, Advocate do hereby state that this **AGREEMENT TO SELL** drafted by me as per instruction and documents provided by my client **M/s WKD Builders & Developers** through its Proprietor **Mr. Ghanshyam Wasudeorao Dhokne**.

WITNESSES

1) _____

Mr. Ghanshyam Wasudeorao Dhokne
VENDOR

2) _____

PURCHASER

M/s WKD Builders & Developers
 through its Proprietor
Mr. Ghanshyam Wasudeorao Dhokne
CONFIRMING PARTY

ANNEXURE A

SPECIFICATION OF CONSTRUCTION FOR THE APARTMENT /SHOP TO BE CONSTRUCTED

1. STRUCTURES :

R.C.C. framed structure with a clear floor to floor height of 10'0" and a lintel height of 7'0". External walls shall be 6" thick & partition walls, parapet shall be 4 ½" thick.

2. WALL & WALL FINISH :

INTERNAL : Internal face of all the walls is 115mm thk., ceiling etc. shall be finished with smooth funty finish, The walls & ceiling will have two coats of oil Bound distemper paint of colored shade

EXTERNAL: External surface of every outer wall of 150mm thk. shall be plastered in 20 mm thick sand face plaster with water proof Chemical Painted with Emulsion Paint

3. FLOORING :

- a. Vitrified tiles for Flooring to Hall.
- b. Vitrified / CERAMIC tiles for Flooring to BEDROOMS & Kitchen
- c. CERAMIC tiles for Flooring & Dado to BEDROOMS.
- d. Balconies & Kitchen washing area in ceramic tiles.

4. DOORS :

Main Door shall be provided with M.S. Steel doorframe. Toilet shall have PVC Shutters & Bedrooms shall have HDF Shutters.

5. WINDOWS, VENTILATORS & RAILINGS

Aluminum Powder Coated Sliding windows. M.S. grill painted in two coats of enamel paint. Window & ventilator sill in Granite / green marble. Balcony & Dry Balcony Shall have MS railing.

6. KITCHEN :

Kitchen shall be provided with Granite / Green Marble platform with Steel Sink One tap in sink from overhead tank shall be provided.

7. TOILET & BATH-WC

- a. Coloured Glazed Ceramic tiles Dado in Toilet's
- b. Common Toilet shall be Indian Type sitting & Master Bedroom Attached Toilets shall be provided with Western EWC.
- c. Internal plumbing will be concealed.
- d. Toilets shall have Provision for Cold and Hot water.
- e. All CP fittings shall be of ISI / Standard Make.

8. WATER SUPPLY & OVERHEAD WATER TANK

One tap from overhead tank shall be provided in Kitchen, Washing Balcony, Toilet's and Wash basin. Provision of Overhead Water tank at Terrace Level.

9. ELECTRICAL NETWORK

- a. Each room shall have 4 ½ point of 5 amp & wherever 15 Amp socket is required.
- b. All the Electric Wiring will be concealed.
- c. All the fittings with copper wire and laminated switch boards.
- d. Tube light point shall be provided in parking area.
- e. All Switches fittings shall be ISI marked brands

10. STAIRCASE

Common staircase shall have Kota /Vitrified / Ceramic Tread / Riser with MS Railing.

11. FALSE CEILING :- False ceiling with Gypsum board in Living Room only.

ANNEXURE A

SPECIFICATION OF CONSTRUCTION FOR THE APARTMENT /SHOP TO BE CONSTRUCTED

Continued

12. LIFT :- 5 / 6 Passenger Lift of Standard Make.

13. COMPOUND WALL & GATE

Compound wall shall be in Masonary & painted matching to Building elevation.
Gate shall be in MS painted with Black enamel after antirust coating.

14. Parking

Parking area shall be finished with paver block / IPS / ceramic tiles excl garden area.

15. AMENITIES & KEY INFRASTRUCTURE:-

Services that Customers Enjoys inside the Flat

- I. Vastu Compliant Apartment.
- II. Air Cooling System.
- III. False Ceiling with Light Fixtures for Living Room.
- IV. Mosquito Net Over Specific Window Openings.
- V. Video Door Phone for Indoor Security.
- VI. Intercom Facility (Within Society).
- VII. Provision for Inverter.
- VIII. Indoor Air Purifier Plants.
- IX. Hot Water Via Solar Water Heater.
- X. Centralized Provision for TV cum WIFI Cabling.
- XI. Water supply from Grampanchayat through Maharashtra Jivan Pradhinikaran.

Services Customers Enjoys outside the Flat but Within Gated Community. . .

- XII. Gated Community Lifestyle with Elegant Entrance to Township.
- XIII. Elegant & Modern 5 / 6 Passenger Lift.
- XIV. DG Back up for Common Lighting.
- XV. CCTV Surveillance System for Outdoor Security.
- XVI. Fire Extinguishers on Every Floors.
- XVII. Retail Neighborhoods within Community.
- XVIII. Graceful Landscape around project.
- XIX. Rain Water Harvesting system.
- XX. Community / Society Hall at Ground Floor.

16. Shops :-

- a. Each shop shall have sufficient point of 5 amp /15 Amp socket. Wiring will be concealed. Fittings with copper wire & laminated switch boards.
- b. Each Shop shall be Painted with two coats of oil Bound distemper paint of colored shade & Rolling shutter shall be painted in two coats of enamel paint.
- c. Flooring shall be Vitrified / Ceramic tiles.

ANNEXURE B

PAYMENT TERMS & CONDITIONS

FOR FLATS	STAGES	STAGES OF PROJECT	% OF TICKET PRICE RECEIVABLES
	STAGE I	Booking Amount (To be adjusted in Agreement)	51000
	STAGE II	Agreement to Sale	15.00%
	STAGE III	Plinth Work	20.00%
	STAGE IV	Ground Floor Roof Slab	12.00%
	STAGE V	First Floor Roof Slab	11.00%
	STAGE VI	Second Floor Roof Slab	10.00%
	STAGE VII	Third Floor Roof Slab	9.00%
	STAGE VIII	Fourth Floor Roof Slab	8.00%
	STAGE IX	Brickwork	5.00%
	STAGE X	Internal & External Plaster	5.00%
	STAGE XI	Flooring , Final Finishing & Handing Over	5.00%
	STAGE XII	Handing Over	Infra+Elec & Water Meter charges
			100%

FOR SHOPS	STAGES	STAGES OF PROJECT	% OF TICKET PRICE RECEIVABLES
	STAGE I	Booking Amount (To be adjusted in Agreement)	51000
	STAGE II	Agreement to Sale	15.00%
	STAGE III	Plinth Work	20.00%
	STAGE IV	Ground Floor Roof Slab	15.00%
	STAGE V	Brickwork	15.00%
	STAGE VI	Internal & External Plaster of Shop	15.00%
	STAGE VII	Internal Electrical Works + Flooring	6.00%
	STAGE VIII	Painting	5.00%
	STAGE IX	Rolling Shutter	5.00%
	STAGE X	Front Parking & Overall Finishing	4.00%
	STAGE XI	Handing Over	Infra+Elec & Water Meter charges
			100%