

AGREEMENT TO SELL FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE RS. /- ONLY

(Item No.43.524/(636)93, Page No. 963,of Mouza – NARA @ Rs. /-)

THIS AGREEMENT TO SELL is made and executed at Nagpur on this _____ Day of _____, 2019, BETWEEN : SHRI. VIJAY S/o MANIKRAO CHAUDHARY, Aged 53 Years, Occupation - Business (Income Tax PAN NO. AGFPC529E, AADHAR CARD NO. 7231 9998 0760 & Mobile No. 9881068132), Resident of Plot No.1, Vijay Nagar, Nara, Jaripatka Nagpur-440014, Tahsil and District – NAGPUR, acting through his duly Constituted Attorney **M/S. SHRIPAD BUILDCON**, a Proprietary Concern, having its Office at Ayodhya Nagar, Nagpur, acting through its Proprietor **MRS. SMITA W/o NITISH SHENDE**, Aged About 40 years, Occupation : Business, (Income Tax PAN No. DIMPS9674H, Aadhaar Card No. 7231 9998 0760 & Mobile No.9881068132), Resident of Plot No. 45, Ayodhya Nagar, Nagpur, Tahsil and District : NAGPUR, 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, her heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

MRS./SHRI. _____ **W/o – S/o** _____ Aged about _____ Years, Occupation : _____, (Income Tax PAN No. _____ & Aadhar Card No. _____), Resident of Plot No. _____, _____ Nagar, Nagpur-4400____, 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 representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

M/S. SHRIPAD BUILDCON, a Proprietary Concern, having its Office at Ayodhya Nagar, Nagpur, acting through its Proprietor **MRS. SMITA W/o NITISH SHENDE**, Aged About 40 years, Occupation : Business, (Income Tax PAN No. DIMPS9674H, Aadhaar Card No. 7231 9998 0760 & Mobile No.9881068132), Resident of Plot No. 45, Ayodhya Nagar, Nagpur, Tahsil and District : NAGPUR, hereinafter called the **"CONFIRMING PARTY/DEVELOPER"**, 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 heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**.

WHEREAS the Vendor hereinabovename is an exclusive, absolute, sole owner of the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Plot No. 4-B admeasuring 1,114.86 Sq. Mtrs.(i. e. 12000 Sq. Ft.) being a portion of the entire land bearing Kh. No. 148/3, P.S.K. 11 of Mouza – NARA including all other easementary rights appurtenant and belonging thereto bearing City Survey No. 478 and Sheet No. 636/93 of Mouza – NARA, situated at Nara, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR, **hereinafter referred to as the Project Land; AND**

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 148/3, having an area of 1.94 Hectares (i.e. 19,400 Sq. Mtrs.), of Mouza – Nara, P.S.K. 11, Khate No. 575, held in Bhogwatdar Class-1 Rights including all other easementary rights appurtenant and belonging thereto, Situated at Village – Nara, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR, Originally belonged to Shri. Hemraj Ganpatrao Chaudhary as an recorded owner and the said land is mutated in his name in 7/12 Extract; **AND**

WHEREAS aforesaid Shri. Hemraj Ganpatrao Chaudhary has prepared a layout of the said entire land comprising Khasra No. 148/3 having a total area of 1.94 Hectares (i.e. 19,400 Sq. Mtrs.) by carving out various Plots of different sizes therein; **AND**

and willingness to purchase the Undivided proportionate share and interest in the said Plot/Piece of land TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR out of a building proposed to be constructed thereon and after detailed negotiations the Confirming Party/Developer 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 cost of construction thereof to the Confirming Party/Developer hereto; AND

WHEREAS considering the request of the Purchaser and the Purchaser being one of the nominee(s) of the Vendor/Confirming Party, the Vendor and the Confirming Party/Developer after detailed negotiations with the Purchaser hereto, have now jointly agreed to sell the property comprising the Undivided _____ Percent share and interest in the said Plot/Piece of land Togetherwith the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs. on the _____ FLOOR out of a Building proposed to be constructed thereon and to be known and styled as "_____ " to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

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

- (1) THAT the aforesaid entire Project is consists of a Single Multistoried Building thereon consisting of Ground Floor and Four Upper Floors. The entire Ground Floor is meant for Covered Parking Areas and 8 (Eight) Apartments on each Floor from First Floor to Four Upper Floors. Thus there are in all 32 (Thirty Two) independent and self contained separate Apartments in the said entire Complex and the said proposed construction shall be carried out by the Confirming Party/Developer on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.
- (2) THAT the Vendor/Confirming Party hereby agree to sell and the Purchaser hereby agree to purchase THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 4-B admeasuring 1,114.86 Sq. Mtrs.(i. e. 12000 Sq. Ft.) being a portion of the entire land bearing Kh. No. 148/3, P.S.K. 11 of Mouza - Nara TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs. on the _____ FLOOR, (hereinafter referred to as "the Apartment") of a building proposed to be constructed thereon and to be known and styled as "_____ ", including all easementary rights appurtenant and belonging thereto, bearing City Survey No. 478 and Sheet No. 636/93 of Mouza - NARA, situated at Nara, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District - NAGPUR and more particularly described in the **FIRST and SECOND SCHEDULES** hereunder written.

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Confirming Party/Developer towards Booking by Cheque No. _____ Dated _____ Drawn on _____ Bank, _____ Branch, Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Confirming Party/Developer.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of Plinth.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of First Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of Second Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of Third Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of Fourth Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer on or before completion of Brick Works, Plaster and Finishing.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party/Developer at the time of taking over actual possession of the chosen Apartment, subject to deduction amount of TDS.

Rs. _____ (RUPEES _____ ONLY).

- (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 and approved by the Building Engineer of the _____, Nagpur as mentioned above and the specifications mentioned in ANNEXURE appended hereto. Some minor deviations shall be made in the sanctioned Plan as per circumstances. Extra/Additional facilities shall however be provided by the Confirming Party/Developer at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance to the Confirming Party/Developer.
- (8) THAT the Vendor and the Confirming Party/Developer has reserved his/its right to revise the sanctioned plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur and it is accepted by the Apartment Owners of the said Scheme.
- (9) THAT the Purchaser has finally chosen to own and possess Apartment No. _____ covering a Carpet area of _____ Sq.Mtrs. on the _____ Floor of the proposed building more particularly described in the SCHEDULE hereunder written.
- (10) THAT the Confirming Party/Developer shall complete the said Apartment chosen by the Purchaser available for her/his occupation on or before _____.
- (11) THAT the Confirming Party/Developer shall not deliver the actual possession of the said Apartment to the Purchaser until the entire agreed cost including also the charges for installation of electric and water meters, Legal Expenses including Stamp Duty, Registration Fees, Sales Tax, Turn Over Tax or GST and all other taxes are paid by her/him in full to the Vendor/Confirming Party.
- (12) THAT the Confirming Party/Developer shall be exclusive in charge 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 her/him shall be void and not at all binding upon the Confirming Party/Developer.
- (13) THAT during the period of building construction, the Purchaser with two days advance intimation to the Confirming Party/Developer may enter upon the said Plot/Piece of land to inspect the Plans, specifications and the Building materials, if available at site.
- (14) THAT the available open space 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

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

(26) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as ANNEXURE. 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 may be an allowance of plus or minus variation in dimensions shown in the sanctioned plan or mention in this Agreement and no compensation shall be given to the Purchaser for such variations.

(27) THAT the Confirming Party/Developer shall not be liable to pay any compensation for any defect found in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Confirming Party/Developer indemnified against the same. However the Confirming Party/Developer shall install only standard proprietary items in the said Apartment and he/it shall also see that they are working properly at the time of installation.

(28) REPRESENTATIONS AND WARRANTIES OF THE VENDOR & CONFIRMING PARTY / DEVELOPER :

That the Vendor/Confirming Party/Developer hereby represents and warrants to the Purchaser as follows :

- i. The Vendor has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and the Confirming Party/Developer has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor and the Confirming Party/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. The Confirming Party/Developer shall have every right to change and appoint any new consultant as per his/it discretion and choice.

project Purchaser will deposited the amount in the account of Confirming Party towards deposit of the Apartments Owner/s Association to take care the monthly maintenance of the said scheme which will include common Electric and Water meter charges, Security personnel charges/salaries and general cleaning of the Society premises only. It is further agreed by the Purchasers/Apartment Owner/s that the said amount of maintenance may be revised by the Owner/s of Association from time to time and the same will be binding on all the Apartment Owners/Purchasers in the said Scheme. No yearly maintenance or any periodical maintenance such as Lift yearly subscription, painting etc. will not be covered in the above said maintenance/deposit.

(33) THAT the Purchaser specifically agreed and understood that there is no any separate Ground Floor Parking allotted or sell to him/her by the Vendor/Confirming party, He/She acquire the Ground Floor parking as per the mutual understanding by and between the other Co-Owners in the said Building.

(34) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

(35) THAT this Agreement may only be amended through written consent of the Parties hereto.

(36) THAT any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

(37) THAT all expenses on account of preparation of all kinds of documents, cost of Stamp Duty, Registration Fees and all other charges including the Lawyer's Fees payable in respect thereof have been agreed to be borne and paid by the Purchaser to the Confirming Party/Developer.

FIRST SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT Piece and Parcel of land bearing Plot No. 4-B admeasuring 1,114.86 Sq. Mtrs.(i. e. 12000 Sq. Ft.) being a portion of the entire land bearing Kh. No. 148/3, P.S.K. 11 of Mouza – NARA including all other easementary rights appurtenant and belonging thereto bearing City Survey No. 478 and Sheet No. 636/93 of Mouza – NARA, situated at Nara, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST

-

PLOT NO. 4-C,

**DESCRIPTION OF UNDIVIDED SHARE AND APARTMENT HEREBY
AGREED TO BE SOLD**

THE UNDIVIDED _____ PERCENT share and interest ALL THAT Piece and Parcel of land bearing Plot No. 4-B admeasuring 1,114.86 Sq. Mtrs.(i. e. 12000 Sq. Ft.) being a portion of the entire land bearing Kh. No. 148/3, P.S.K. 11 of Mouza – NARA, TOGETHERWITH Apartment No. _____ covering a Carpet Area of _____ Sq. Mtrs. on the _____ FLOOR of " _____ "bearing City Survey No. 478 and Sheet No. 636/93 of Mouza – NARA, situated at Nara, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR.

ANNEXURE – A : Property Card of City Survey.

ANNEXURE – B : Building Permit of Nagpur _____, Nagpur.

ANNEXURE – C : Building Plan.

ANNEXURE – D : Specifications of Apartment Provided to the Purchaser.

STRUCTURE :

- R.C.C. Framed Structure with
- External wall 6" thick brick masonry walls
- Internal wall 4.5" thick brick masonry walls.

PLASTER :

- 12-mm thick smooth plain plaster finish.
- Sand faced cement plaster & Architectural finish in exterior.

DOORS & WINDOWS :

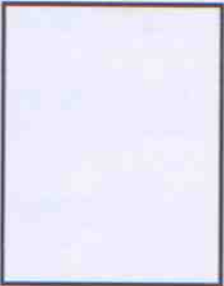
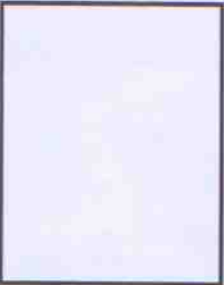
- MAIN DOOR:- Frame of Teak wood & Teak Wood decorative shutter with beading & steel fitting.
- OTHER DOORS:- designer molded Doors
- WINDOWS:- Fully glazed aluminum window with plain glass & with MS grills & with black power coating.

FLOORING :

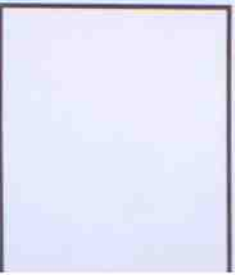
- Vitrified tile flooring in all rooms- 2' X 2' size.
- Staircase in Kota Stone
- Kota/Situ in common Area.
- Ceramic tile flooring & wall cladding in bath & W.C. up to 7'0 dado.

KITCHEN :

IN WITNESS WHEREOF the VENDOR, PURCHASER AND CONFIRMING PARTY hereinabovenamed have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SR. NO.	PASSPORT SIZE PHOTO	FINGER PRINT (LEFT THUMB)	SIGNATURE & FULL NAME
01			(SMITA NITISH SHENDE) As a duly Constituted Attorney For Vendor hereinabovenamed <u>VENDOR</u>
02			(<u>PURCHASER</u>
03			FOR M/S. SHRIPAD BUILDCON (SMITA NITISH SHENDE) Proprietress <u>CONFIRMING PARTY</u>

WITNESSES :-

01			(
02			(