AGREEMENT TO SALE

OF FLAT/APARTMENT

IN

("DEV-DUTTA REGENCY")

CONSIDERAITON OF RS...../-

(RUPEES ..... ONLY)

Market Value of Rs.....

As per Item No. 49.567/240, Page No.1115, Rate.43,200/-Per Sq. Mtrs.

Mouza- Sakkardara,Sheet No. 240 City Survey No. 2541

Situated within the limits of N.I.T & N.M.C

(Stamp duty of Rs.....& Registration Fees of Rs.....is been paid on market value /consideration by the purchase at the time of execution of this Agreement to Sale)

This "AGREEMENT TO SALE" is made at Nagpur on this ..... day of 2019;

BETWEEN

1) SHRI. NARAYAN KESHAVRAO PARDIKAR, aged about 73 years, Occu:- Retired, **(PAN-**_____ and **Adhar No.** _____**)**,
2) SHRI. HARIBHAU KESHAVRAO PARDIKAR, aged about 69 years, Occ:- Retired, **(PAN-**_____ and **Adhar No.** _____**)**,
3) SHRI. PANDURANG KESHAVRAO PARDIKAR, aged about 66 years, Occ:- Retired, **(PAN-**_____ and **Adhar No.** _____**)**,
all acting through their Power of Attorney holder **M/S. DEV DEVELOPERS & CONSTRUCTIONS** acting through its Proprietress **SAU. MINAL GIRISH GULHANE**, aged about 40 years, Occ:-Business, R/o. 200, Gajanan Kunj, Dattatraya Nagar, Nagpur- 440024 **(PAN NO. ALVPG9916D** and **Adhar No. 2366 9653 1224)** Hereinafter called as the **PARTY NO.1 (VENDORS),** which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the said **VENDORS** as well as, their legal heirs, successors, legal representatives, administrators, executors, and assignee(s).of the **FIRST PART. (MOB. NO. 8956633415)**

AND

MR./MRS.....), Aged:-..... years, Occupation:-..... ,R/o Plot No.....PAN NO...**.....**&Adhar No.....) hereinafter called as The **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER**, as well as, their legal heirs, successors, legal, representatives, administrators, executors, transferee(s), beneficiary (ies), legatee(s), probatee(s),nominees and assignee(s).of the **SECOND PART**. **(MOB. NO. _____)**

AND

M/S. DEV DEVELOPERS & CONSTRUCTIONS Acting Through Its Proprietress **SAU. MINAL GIRISH GULHANE**, aged about 40 years, occupation-Business, R/o. 200, Gajanan Kunj, Dattatraya Nagar, Nagpur-440024**(PAN NO. ALVPG9916D and Adhar No. 2366 9653 1224)** herein after called as the **(DEVELOPER/CONFIRMING PARTY)**as well as, their legal heirs, successors, legal, representatives, administrators, executors, transferee(s), beneficiary (ies), legatee(s), probatee(s),nominees and assignee(s).of the **THIRD PART. (MOB. NO. 8956633415)**

WHEREAS Originally All that piece and parcel of land bearing Plot No. 11, admeasuring about 464.515 Sq. Mtr. (i.e. 5000 Sq. Ft.) being a portion of entire land bearing Kh. No. 51 of Mouza-Sakkardara, Circle No. 3, Division No. 2, bearing City Survey No. 2541 of Sheet No. 240, bearing Corporation House No. 6431/A/11, Ward No. 20, situated at New Subhedar Layout, Nagpur in Tah. & Dist. Nagpur belonged to Nagpur Improvement Trust, Nagpur under its in Sakkardara Street Scheme.

ANDWHEREAS the Nagpur Improvement Trust, Nagpur later on lease out the said Plot No. 11, admeasuring about 464.515 Sq. Mtr. (i.e. 5000 Sq. Ft.) to Shri. Keshavrao Kisnuji Pardikar, for the period of 30 years, which commencing from 23/06/1975 and will be ending on 31/03/2006, by way of executing registered Lease Deed, same was registered in the office of Sub-registrar Nagpur No. 2, at Sr. No. 4694 (P) dated 19/10/1983.

ANDWHEREAS thereafter the said owner/lessee i.e. Shri. Keshavrao Kisnuji Pardikar left for heavenly abode on 21/07/2004, leaving behind the following legal heirs namely as 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau Keshavrao Pardikar, 3) Shri. Pandurang Keshavrao Pardikar, 4) Smt. Kaushalya W/o. Eknath Sonkusare, 5) Smt. Pushpa W/o. Krushnarao Moundekar and by virtue of intestate succession they become the joints owners of the scheduled property and their name duly mutated in Akhivpatrika.

ANDWHEREAS thereafter the 1) Smt. Kaushalya W/o. Eknath Sonkusare, 2) Smt. Pushpa W/o. Krushnarao Moundekar had relinquished their undivided share and interest in the scheduled property in favour of 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau Keshavrao Pardikar, 3) Shri. Pandurang Keshavrao Pardikar, by way of executing registered Relinquishment Deed, same was registered in the office of Sub-registrar Nagpur No. 6, at Sr. No. 2507/2009 dated 08/06/2009.

ANDWHEREAS after the aforesaid transaction, 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau KeshavraoPardikar, 3) Shri. Pandurang Keshavrao Pardikar become the joint owners / lessee of the scheduled property and their names also recorded in the Akhivpatrika as well as Nagpur Municipal Corporation i.e. in Tax records as owners thereupon.

ANDWHEREAS after expiry of original lease period the registered Renewal Lease Deed executed by Nagpur Improvement Trust, Nagpur in favour of 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau Keshavrao Pardikar, 3) Shri. Pandurang Keshavrao Pardikar for further 30 years, which commencing from 01/04/2006 and will be ending on 31/3/2036, same was registered in the office of Sub-registrar Nagpur No. 5, at Sr. No. 2197/2010 dated 06/09/2010.

ANDWHEREAS thereafter the said owners/lessee i.e. 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau Keshavrao Pardikar, 3) Shri. Pandurang Keshavrao Pardikar decide to develop the said NIT Leasehold Plot No. 11 into a Multistoried Building comprising of various self-contained apartment/flat and accordingly had entered into a Agreement of Development with M/s. Dev Developers & Constructions acting through its Proprietress Sau. Minal Girish Gulhane, by way of executing registered Agreement of Development, same was registered in the office of Sub-registrar Nagpur No. 5, at Sr. No. 720/2019 dated 02/02/2019 under various terms and conditions.

ANDWHEREAS in pursuance of the aforesaid Development Agreement, the registered Irrevocable Power of Attorney executed by 1) Shri. Narayan Keshavrao Pardikar, 2) Shri. Haribhau Keshavrao Pardikar, 3) Shri. Pandurang Keshavrao Pardikar in favour of M/s. Dev Developers & Constructions acting through its Proprietress Sau. Minal Girish Gulhane, same was registered in the office of Sub-registrar Nagpur No. 5, at Sr. No. 721/2019 dated 02/02/2019 and appointed her to their lawful power of attorney the said plot.

ANDWHEREAS in aforesaid Agreement of Development dt. 02/02/2019, thereby agreed between parties that builder/developer will given one 4BHK Flat/Apartment on 2nd Floor will be admeasuring 104.690 Sq. Mt. (Front Facing/Road Side view) which is to be retained by Shri. Pandurang Keshavrao Pardikar, AND one 4BHK Flat/Apartment on 2nd Floor will be admeasuring 104.690 Sq. Mt. (Back Side View) which is to be retained by Shri. Narayan Keshavrao Pardikar AND one 2BHK Flat/Apartment on 3rd Floor will be admeasuring 68.931 Sq. Mt. (Back Side View) which is to be retained by Shri. Haribhau Keshavrao Pardikar for their exclusive use.

ANDWHEREAS in pursuance of the aforesaid **CONFIRMING PARTY** has accordingly prepared a plan of a Multistoried Building proposed to be constructed on the said NIT Leasehold Plot No.11 to be known and styled as **"DEV-DUTTA REGENCY"** and submitted it to the office of Nagpur Municipal Corporation, Nagpur and after following due procedure the Assistant Director Town Planning Deptt. Nagpur Municipal Corporation, Nagpur ha sanctioned by issuing sanctioned Building Plan & Permit vide its Permit No. 245/BP/Sakkardara/TP/NMC/587 dated 31/07/2019.

ANDWHEREAS, The vendor/developer hereby specifically state and declare that there are no impediments attached to the said Project land. The Vendor/Developer further declares that there are no any tenements or illegal encroachment on the said Project land and the VENDOR/DEVELOPER has acquired a clear possession of the said project land. The said land is absolute property and presently for establishing titles no separate permission is required to be obtained from the government or any other authority and therefore the VENDOR/DEVELOPER is in possession of the project land and the VENDOR/DEVELOPER is fully entitled of the said land and also construct Multistoried Building on the said project land in accordance with the sanctioned Building Plan.

ANDWHEREAS the VENDOR/DEVELOPER has proposed to construct a Multistoried Building on the said land consisting of 1 (ONE) Multistoried Building thereon consisting of Ground Floor and the Upper Floors i.e. from FIRST FLOOR TO FIFTH FLOOR containing various FLATs/ self-contained APARTMENTS therein.

ANDWHEREAS the VENDOR/DEVELOPER /CONFIRMING PARTY gets the said project registered under the provisions of the Real ESTATE (Regulation and development) ACT, 2016 Came into force w.e.f 01/05/2017 on dated

_____ vide Certificate No. _____, with the Real Estate Regulatory Authority.

ANDWHEREAS in terms of Real ESTATE (Regulation and Development) ACT, 2016 and came into force w.e.f 01/05/2017 the VENDOR/DEVELOPER/CONFIRMING PARTY has appointed the following persons for their respective jobs in the said entire project viz,

1. **Architect**- Shri.....,having its office at.....
2. **Structural Engineer and Designer**- .....
3. **Chartered Accountant**-.....
4. **Legal Advisor**- Shri. Suyog H. Madavi, having its office at 70 Bank Colony BhagwaNagar, Nagpur.

ANDWHEREAS the VENDOR/DEVELOPER HAS PROVIDE TO THE PURCHASER ALL THE TITILE DEEDS/DOCUMENTS/PAPERS relating to the said project land and also provides building plans,designs and specifications prepared by the VENDOR/DEVELOPER through their Architect and all such other documents as specified under the said act as per rules and regulation made there under for inspection. Subsequently the purchaser has,prior to the execution of this agreement inspect the title documents, building plans and specification of the said project and other documents and papers supplied by the VENDOR/DEVELOPER and has satisfied himself/herself about the title of the VENDOR/DEVELOPER to the said property as good, valid and marketable and the purchaser is satisfied with the same and has further or other information nor disclosure to be required from the VENDOR/DEVELOPER.

ANDWHEREAS, the authenticated copied of certificate of title issued by Advocate of the VENDOR/DEVELOPER and copy of property card showing the nature of the title of the VENDOR to the project land on which the apartment are to be constructed have shown to the Purchaser(s).

ANDWHEREAS, the authenticated copied of the plans of the Layout and Building plans as sanctioned and approved by the Building Engineer of the Nagpur Municipal Corporation, Nagpur have been annexed hereto. In the like manner the authenticated copies of specifications of the apartments agreed to be purchased by the purchaser hereto has been annexed herewith.

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

ANDWHEREAS the VENDOR/DEVELOPER has submitted the said entire project land to the provisions of the Maharashtra Apartment Ownership Act. 1970 by executing and registering "DEED OF DECLARATION under section 2 of the said act and same is registered in the office of the Sub-Registrar Nagpur - _____ on Dt._____ at Sr. No. _____ on even date; However the provisions of The Maharashtra Apartment Ownership Act,1970 as well as the terms and conditions contained in the said Deed of Declaration and the bye –laws appended thereto shall always remain binding upon the Purchaser and his/her successors in title.

ANDWHEREAS the purchaser abovenamed have approach to the VENDOR/DEVELOPER for purchasing the property comprising APARTMENT NO..... on the ..... FLOOR in the said proposed building known and style as **"DEV-DUTTAREGENCY".** The carpet area is as per sub-section(K) of the section 2 of the Real Estate (Regulation and development)ACT,2016. The details of the said Carpet Area is more specifically described in the Schedule appearing hereinbelow.

ANDWHEREAS as per under section 13 of the said Real Estate (Regulation and development)ACT 2016, the VENDOR/DEVELOPER is required to execute a written Agreement for Sale of said apartment in favour of the purchaser for the sale in respect of the said Apartment and therefore the VENDOR/DEVELOPER and the purchaser are executing this Agreement as a compliance thereof and they shall also registerthis agreement under Registration act,1908, with the concerned Sub Registrar Office atNagpur (City) within a time limit under the registration act.

ANDWHEREAS the purchaser hereinabove named has satisfied himself/herself/themself in respect of the Vendor title to the said property as good, valid and marketable. The Purchaser has also seen and approved the plan of the said Multistoried Building.

ANDWHEREAS the Purchaser being desirous of owing an apartment for his/her/their Residential use therefore he/she/they has approach to the VENDOR/DEVELOPER for purchasing the said Apartment in the Multistoried

Building/Estate with heritable and transferable rights therein and further expressed his/her/their desire and willingness after negotiations to purchase the undivided proportionate share and interest in the said **NIT Leasehold Plot No.11,** TOGETHERWITH the entire R.C.C Superstructure comprising **APARTMENT NO.....** situated on **..... FLOOR** of the building proposed to be constructed thereon and after detail negotiations he/she/they also agreed to pay, provide and contribute the entire cost of construction of the said apartment as also cost of the undivided share in the said plot of land to the VENDOR/DEVELOPER hereto.

ANDWHEREAS considering the request of the purchaser and after detailed negotiations the VENDOR/DEVELOPER has now agreed to sell the aforesaid property to the Purchaser for a Total Consideration of **Rs...../- (..... LAKH ONLY)** upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BAY AND BETWEEN THE PARTIES HEREBY AS FOLLLOWS:-

1. THAT the VENDOR/DEVELOPER hereby agree to sell and the PURCHASER hereby agree to purchase THE UNDIVIDED **..... %** share and interest in All that piece and parcel of land bearing **NIT LeaseholdPlot No. 11**, admeasuring about 464.515 Sq. Mtr. (i.e. 5000 Sq. Ft.) in the layout of Sakkardara Street Scheme of NIT, Nagpur being a portion of entire land bearing Kh. No. 51 of **Mouza-Sakkardara,** bearing City Survey No. 2541 of Sheet No. 240, bearing Corporation House No. 6431/A/11, Ward No. 20, situated at New Subhedar Layout, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur in Tah. & Dist. Nagpur TOGETHERWITH the entire R.C.C. Superstructure comprising **APARTMENT NO. .....**, covering a Carpet area of **..... Sq. Mtrs,** situated on the **..... FLOOR** (hereinafter referred to as "the apartment")of the building proposed to be constructed thereon and to be known as and to be known and styled as "**DEV DUTTA REGENCY**"and more particularly described in the schedule herein under written.
2. THAT the total price agreed is RS...../-(RUPEES ..... ONLY) which the PURCHASER have specifically agreed to pay within 24 months from the date of issue of Building Permit & Commencement Certificate i.e. **31/07/2019** to the VENDOR in the following manner. The cost so agreed is fixed and the PURCHASER shall pay the additional charges for additional construction other than specified in broacher.

MANNER OF PAYMENT

SR.NO	AMMOUNT	TIME WHEN PAID
1	Rs……/-	(Rupees …… only)paid by the PURCHASER to the vendor by CHEQUE dt. ……/……./……..,bearing No……..,Drawn on……..Bank, Branch at ……. Nagar Nagpur at the time of booking. The receipt whereof is hereby acknowledge by the VENDOR.
3	Rs……/-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of plinth level.
4	Rs……../	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion of ground floor slab.
5	Rs……/-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion of first floor slab.
6	Rs……/-	(Rupees …… fifty thousand only)will be paid by the purchaser to the vendor at the time of completion of second floor slab.
7	Rs……/-	(Rupees …… fifty thousand only)will be paid by the purchaser to the vendor at the time of completion of third floor slab.
8	Rs……/-	(Rupees …… fifty thousand only)will be paid by the purchaser to the vendor at the time of completion of fourth floor slab.
9	Rs……../-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion of the bricks works of the said apartment.
10	Rs……/-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion of the internal plaster of the said Apartment.
11	Rs……/-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion of the floorings works of the said Apartment.
12	Rs……/-	(Rupees …… only)will be paid by the purchaser to the vendor at the time of completion

		of doors and windows of the said Apartment.
13	Rs……../-	(Rupees …….. only)will be paid by the purchaser to the vendor at the time of completion of the Sanitary fittings, staircases, lift wells, lobbies.
14	Rs……../-	(Rupees …….. only)will be paid by the purchaser to the vendor at the time of on completion of the external plumbing and external plaster,elevation, terraces with waterproofing, electrical fittings of the building.
15	Rs……../-	(Rupees …….. only)will be paid by the purchaser to the vendor at the time of SALE DEED.
TOTAL	**RS……/-**	**(TOTAL RUPEES …….. ONLY)**

The abovementioned total price/consideration excludes Taxes(consisting of tax paid or payable by the Vendor/Developer by way of goods and Service Tax and other cess, insured title of property and building or any other taxes, premiums, charges which may be levied and or payable by the purchaser) in connection with the construction of and carrying out the project payable to the vendor/developer up to the date of handing over the possession of the said apartment. The purchaser specifically agrees to pay to the vendor/developer all such taxes and insurance premium as and when demanded and shall always keep the vendor/developer indemnified against the same. in the event of implementation of G.S.T Provisions, the increased or decreased incidence of Tax(G.S.T) Shall be required to be paid by the purchaser separetly.it shall be obligatory on the part of Purchaser to pay the amount of G.S.T as may be applicable etc. simultaneously with the payment of each installments.

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 himself/herself/themself with respect to the VENDOR title to the said property as good, valid and marketable and he/she/they has accepted the same without any further investigation.
5. THAT the said property is believed and shall be correctly described in the schedule hereunder written and agreed be sold subject to be the outgoing agreement, restriction and rights of vendor/developer and the other co-owners of the remaining undivided share in the said plot of land and the owners of other built-up spaces/premises in the proposed building

affecting the same and if any mis-statements, error or omission, will always be subject to correction by the parties hereto.

6. THAT the VENDOR/DEVELOPER shall erect and built the proposed Multi-storied building consisting of various self-contained separate flat's apartment therein strictly in accordance with the plan sanctioned by the Building Engineer of NAGPUR MUNICIPAL CORPORATION, NAGPUR as mentioned above and the specifications mentioned herein below very minute deviations shall be made in the sanctioned plan due to unavoidable circumstances. Extra/additionalfacilities shall however be provided by the VENDOR/DEVELOPER at the request of the PURCHASER subject to extra payment thereof to be made by him/her/them in advanced to VENDOR/DEVELOPER.

7. THAT the VENDOR/DEVELOPER has reserved its rights to revise the sanctioned plan subject to approval of the NAGPUR MUNICIPAL CORPORATION,NAGPUR with due consent of Apartment Owners of the said Scheme.

8. THAT the PURCHASER has finally chosen to own and possess **Apartment No.....** covering an respective Carpet area on the **..... FLOOR** of the proposed building more particularly described in the **SECOND SCHEDULE** hereunder written.

9. THAT the VENDOR/DEVELOPER shall not deliver the actual possession of the said/ chosen apartment to the PURCHASER until the entire agreed cost including also the other charges for installation of electric and water meters, legal expenses including stamp duty and registration fee and sales tax/turn over tax/service tax/VAT,G.S.T AND all other taxes are paid by him/her/them in full to the VENDOR/DEVELOPER.

10. THAT the VENDOR/DEVELOPER shall complete the said Apartment chosen by the Purchaser available for his/her/them occupation up to Sale Deed and hand over possession to the purchaser.

11. THAT the VENDOR/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 agreement /contract in respect of his/her/them apartment with any other ENGINEER, ARCHITECH, BUILDING CONTRACTOR OR ADVISORY AGENCY and such contract, if made by him/her/them shall be void and not at all binding upon the VENDOR/DEVELOPER.

12. THAT during the period of Building Construction the PURCHASER with two days advance intimation to the VENDOR/DEVELOPER may enter

upon the said plot of land to inspect the plans, specifications and Building materials, if available at site.

13. THAT the PURCHASER 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 apartments owners interest, in accordance with the provisions of MAHARASHTRA APAERTMENT OWNERSHIP ACT 1970 and rules made hereunder.

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 the all FLAT/APARTMENTS 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 the PURCHASER severally or joint with any other FLAT/APARTMENT owners or owner.

15. THAT in the event of the PURCHASER, committing breach of any of the terms and conditions herein contained, the VENDOR/DEVELOPER send written notice to him/her/them for reminder but if he/she/they fails to comply with the notice then 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/FLAT chosen by him/her/them shall be refunded to him/her/them free of any interest thereon and also after deducting therefrom a fixed sum of **Rs.50,000 (Fifty Thousand Only)** by way of liquidated damages within **3 (Three Months)** from the date, this agreement stands terminated/cancelled and in such event his right to purchase the **undivided .....percent** share and interest in said plot of landalong with APARTMENT/FLAT shall also be extinguished and come to an end simultaneously as a matter of course. In such event the VENDOR/DEVELOPER shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said APARTMENT/FLAT to any prospective/intending buyer without any further notice or reference to the PURCHASER.

16. THAT the PURCHASER hereby specifically agrees with theVENDOR/DEVELOPER that even after his taking over the possession of the apartment chosen by him/her/them (on receipt of possession letter from VENDOR/DEVELOPER) he/she/they will not object or prevent or obstruct the VENDOR/DEVELOPER in way carrying on and completing the work of the other apartment in the said building and keeping building material on the available open land.

17. THAT the VENDOR/DEVELOPER reserves its right to erect any additional 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 available plot of land is increased at any future date and in such event the PURCHASER shall not prevent or obstruct the VENDOR/DEVELOPER in so utilizing and dealing with such additional F.S.I and in such event, the prospective buyer of such additional apartment 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 show in the said plot of land shall always be subject to proportion of undivided show in the said plot of land shall always be subject to proportionate reduction if some additional apartment are constructed thereon by the VENDOR/DEVELOPER and in such case the PURCHASER shall not claim any proportionate of the cost price of land. The PURCHASER also further agrees that he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building. The vendor shall be at liberty to use the balance F.S.I according to its own choice and the PURCHASER shall have no say in the manner the balance F.S.I to be used.

18. THAT the PURCHASER further agrees to pay the VENDOR/DEVELOPER any sales tax, turn over tax, G.S.T or any other Tax if any, are levied by GOVERNMENT OF MAHARASHTRA OR UNION OF INDIA on the cost of construction of the said apartment OR on the cost of building materials used including the wages paid therefore or cost of land as the case may be and shall always keep the VENDOR/DEVELOPER against the same. The purchaser hereby assures the VENDOR/DEVELOPER that it shall be his/her sole liability and responsibility to pay the amount of TDS as applicable at the time of registration of sale deed under section 194c of income tax act.

19. THAT the PURCHASER understands that the agreed cost of construction does not include any liability arising out 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 born and paid by the PURCHASER to the VENDOR/DEVELOPER. For this purpose labor records available with vendor or the estimation by the architect of theVENDOR/DEVELOPER shall be binding upon the PURCHASER.

20. THAT the PURCHASER shall individually pay all corporation taxes and cesses etc. as may be levied on the APARTMENT/FLAT chosen by him with effect from the date of registration of the sale deed or from the date of his taking over possession thereof whichever may be earlier.

21. THAT the VENDOR/DEVELOPER shall deliver the actual possession of the **UNDIVIDED.....**share and interest in the said plot of land and Together with **APARTMENT No. .....**covering respective carpet area of a building proposed to be constructed thereon hereby agreed to be sold to the PURCHASER or his nominees 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 respect and made available for occupation. On Registration of the sale deed pursuant hereto, the purchase shall hold the said plot of land jointly with the other co-owners thereof including the VENDOR/DEVELOPER and the apartment chosen by him absolutely with heritable and transferable rights therein.

22. THAT the PURCHASER hereby agrees not to occupy the said APARTMENT/FLAT without prior written permission of the VENDOR/DEVELOPER or else he shall be treated as a trespasser.

23. THAT the VENDOR/DEVELOPER do hereby agrees with the PURCHASER that on receipt of the balance sale price/consideration and also upon the payment of electricity and water deposits, payment of legal charges including stamp duty and registration fees, payment of sale tax and all other taxes and cesses etc., that may be levied and payable at the time of registration from him/her/them, he/she/they will execution proper sale deed relating to undivided share and interest on the said plot of land and also the entire R.C.C superstructure comprising **APARTMENT No.....** on the respective floor in favour of the PURCHASER or his nominees(s) 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/them to the VENDOR/DEVELOPER.

24. THAT on obtaining a proper sale deed relating to the undivided share and interest in the said plot of land along with the APARTMENT/FLAT hereby, agreed to be sold, the same will be held by the PURCHASER with other co-owners thereof including theVENDOR/DEVELOPER. However, the APARTMENT/FLAT chosen by him/her in the proposed building shall be owned and possessed by him/her exclusively with heritable and transferable rights therein.

25. THAT the PURCHASER shall pay proportionate share of Ground Rent and all other dues whatsoever accruing payable in respect of undivided share in the said plot of 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 onward and shall always keep the VENDOR/DEVELOPER indemnified against such payments.

26. THAT it is understood by the PURCHASER that the VENDOR/DEVELOPER shall display any type of board, signs, banners etc. on any exterior part of building and the PURCHASER will neither object or disturb it, nor obstruct its visibility in any way. The VENDOR/DEVELOPER shall not pay nor shall the PURCHASER demand any rent etc. for any signs display by it.

27. THAT it is understood by the PURCHASER that the proposed construction is heterogeneous in nature comprising R.C.C. and brickwork and particular described in specification appended hereto as ANNEXTURE. It is understood by the PURCHASER that shortcomings inherent to the heterogeneous nature of construction like those due to unequal construction 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 constrains there will be an allowance of plus or minus variation in dimension shown in the sanctioned plan or mentioned agreement and no compensation shall be given to the PURCHASER for such variations.

28. THAT the VENDOR/DEVELOPER shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said APARTMNET/FLAT and proper claim regarding this shall directly be made by the PURCHASER to the manufacture of such items keeping the VENDOR/DEVELOPER indemnified against the same. However the VENDOR/DEVELOPER shall install standard proprietary item in the said apartment/FLAT and he shall also see that are properly working at the time of installation.

REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER:

THAT the VENDOR/DEVELOPER hereby represents and warrants to the Purchaser as follows:

i. The VENDOR/DEVELOPER has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite right to carry out development upon the project land and also has actual, physical and legal possession of the land for the implementation of the project.

ii. The VENDOR/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 VENDOR/VENDOR shall have every right to change and appoint any new consultant as per discretion choice.

iv. There are no encumbrances upon the project land or the project except those disclosed in the title report.

v. There are no litigation pending before any court of law with respect to the project land except those disclosed in the title report.

vi. All approvals, license and permits issued by the competent authorities with respect to the project land and said building is valid and subsisting and have been obtained by following due process of law. Further,all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the VENDOR/DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas.

vii. It is specifically understand and agreed by the purchaser that the prospectus other advertising material published by the VENDOR/DEVELOPER from time to time in respect of the project contain various features, planation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between VENDOR/DEVELOPER and purchaser. The details mentioned is duly negotiated and binding between the parties and supersedes all earlier communications.

viii. The VENDOR/DEVELOPER has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected.

ix. The VENDOR/DEVELOPER has not entered into any agreement for sale and or development agreement or any other agreement/arrangement with any person or party with respect to the project land including the project and the said apartment which will, in any manner, affect the rights of purchaser under this agreement.

x. The VENDOR/DEVELOPER confirms that the VENDOR/DEVEOPER is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

xi. The provisions of The Maharashtra Apartment OWNERSHIP Act,1970 shall applicable to this Agreement.

xii. At the time of execution of the sale Deed of the Apartment infavour of the Purchaser, the VENDOR/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the apartment owners.

xiii. The VENDOR/DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to said project to the competent Authorities till the date of completion of the said project.

xiv. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, ordinance, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor and or the VENDOR/DEVELOPER in respect of the project land and or the project except those disclosed in the title report.

xv. The purchaser is fully aware that water connection for said scheme is not yet obtained from Municipal Corporation and that the demand for water will be fulfilled either through bore-well or through tanker or any other available sources. The VENDOR/DEVELOPER will only creates suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/ sanctioning authority/VENDOR/DEVELOPER indemnified at all times.

xvi. The terrace/balcony space adjacent to the apartment shall belongs exclusively to the respective Purchaser of the apartment and such terrace/balcony spaces are intended for the exclusive use of the respective Purchaser. The said terrace/balcony shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the VENDOR/DEVELOPER or the Association/Condominium/Society as the case may be shall be kept indemnified from any penal action at all times.

29. THE Purchaser or himself/herself with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with the VENDOR/DEVELOPER as follows:-

I. To maintain the Apartment at the Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything i.e. for using for commercial, lodging, boarding in the said building in which the apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof

without the consent of the local authorities, as well as Apartment owners.

II. The purchaser hereby specifically agrees with the VENDOR/DEVELOPER that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the VENDOR/DEVELOPER in any way in carrying on and completion the work of other Apartment in the said Building and keeping building materials on the available open land.

III. Not to store in the Apartment 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 apartment is situated or storing of which goods is objected to by the concerned local or other authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passaged or any other structure of the building in which the apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

IV. To carry out at his/her own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the VENDOR/DEVELOPER to the purchaser and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences to the concerned local authority and or other public authority.

V. Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time any addition or alteration of whatever nature in or to the apartment or any part thereof, nor any alteration in the elevating and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto 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 apartment is situated in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the VENDOR/DEVELOPER and or the Association of the apartment owners.

VI. Not to do or perform any activity, which will result in damages to the said Apartment and common area of the project. The Purchaser shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in any carriage or transporting vehicles beyond the sustainable limit of the floor within the said project.

VII. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the APARTMENT /FLAT is suitable or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

VIII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the APARTMENT/FLAT is situated. Purchaser pay to the VENDOR/DEVELOPER within fifteen days of demand by the VENDOR/DEVELOPER his/her share of security deposited demanded by the concerned local authority or Government or giving water, electricity or any other services connection to the building in which the Apartment is situated.

IX. To Purchaser shall not let, sub-let, transfer, assign or part with interest or part with interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the VENDOR/DEVELOPER under this agreement are fully paid up and only if the purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchase has intimated in writing to the VENDOR/DEVELOPER.

X. To bear and pay increase in local taxes, water charges,insurance and such other levies, if any, which are imposed by the concerned local authority and or Government and or other public authority, on account of change of user of the apartment by the Purchaser for any purpose other than for purpose for which it is sold.

XI. The purchaser shall observe and perform all the rules and regulations which the Association of the Apartment owners may adopt at its inception and the additions ,alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the said building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the association of the apartment owners

regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually toward the taxes, expenses or other out-goings in accordance with the terms of this agreement.

XII. Till handing over the management of the said building maintenance to the Association of apartment owners, the Purchaser shall permit the DEVELOPER/PROMOTOR/CONFIRMING PARTY and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

XIII. In case some of the apartments/FLATs in the said project remains unsold, even after completion of the same, then the VENDOR/DEVELOPER shall bear and pay 5% of the regular Maintenance charges payable for such unsold Apartments.

30. 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 at his/her address as described above.

31. THAT in case there are joint Purchasers all communications shall be sent by the VENDOR/DEVELOPER to the Purchaser whose name appears first and at address given by him/her which shall for all intents and purposes to consider as property served on all the purchaser.

32. THAT the purchaser undertakes to notify in writing any changes in HIS/HER/THEIRaddress to the VENDOR/DEVELOPER.

33. 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 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.

34. THAT this agreement may only be amended through written consent of the parties hereto.

35. THAT any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicable, which shall be referred to the Real Estate (Regulation and development)ACT,2016, Rules and regulations, thereunder.

36. THAT all expenses on account of preparation of all kinds of documents, cost of stamp duty, registration fees and all other charges including the Lawyers' fees payable in respect thereof have been agreed to be borne and paid by the Purchaser to the VENDOR/DEVELOPER.

SCHDEULE REFERRED TO ABOVE

SCHEDULE OF PROPERTY

SCHEDULE "A"

THE UNDIVIDED**.....% ** share and interest in All that piece and parcel of land bearing **NIT Leasehold Plot No. 11**, admeasuring about 464.515 Sq. Mtr. (i.e. 5000 Sq. Ft.) in the layout of Sakkardara Street Scheme of NIT, Nagpur being a portion of entire land bearing Kh. No. 51 of **Mouza-Sakkardara,** bearing City Survey No. 2541 of Sheet No. 240, bearing Corporation House No. 6431/A/11, Ward No. 20, situated at New Subhedar Layout, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur in Tah. & Dist. Nagpur and bounded as under :-

ON THE EAST	:	Plot No.1/15 & 1/16,
ON THE WEST	:	Road,
ON THE NORTH	:	Plot No.10,
ON THE SOUTH	:	Plot No.12.

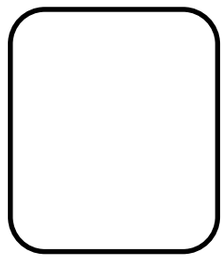
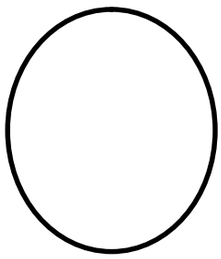
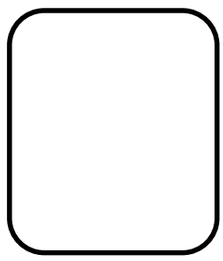
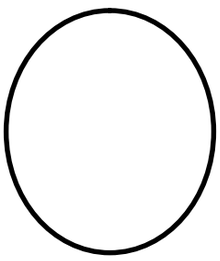
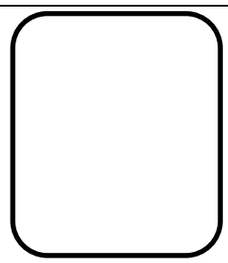
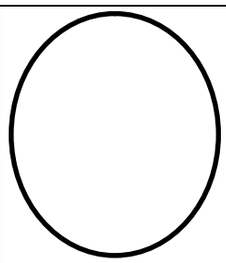
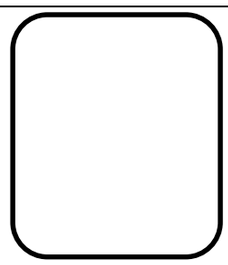
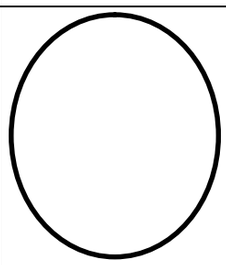
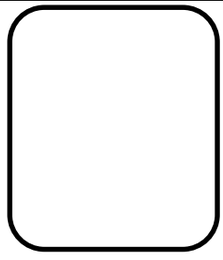
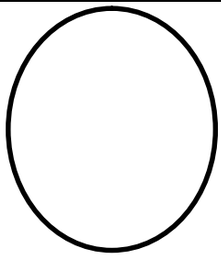
SCHEDULE "B"

(DISCRIPATON OF APARTMENT HEREBY SOLD)

ALL that, R.C.C Superstructures bearing residential **APARTMRNT NO. .....**, covering **built up Area ..... Sq. Mt.** situated on the **.....**Floor of the building known and styled as **"DEV DUTTA REGENCY**" TOGETHER WITH **.....%** undivided share and interest in the said **NIT Leasehold Plot No. 11,** in Tah. & Dist. Nagpur.

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

That this **AGREEMENT TO SALE** is **DRAFTED BY ADVOCATE SUYOG H. MADAVI,** R/o 70, Bank Colony Bhagwan Nagar Nagpur, **REGISTRATION NUMBER: MAH/391/2014.**

SR. NO.	PASSPORT SIZE PHOTOS	FINGER PRINT (LEFT THUMB)	SIGNATURE AND FULL NAME
01			**1) Shri. Narayan K. Pardikar** **2) Shri. Haribhau K. Pardikar** **3) Shri. Pandurang K. Pardikar** **Through Their power of attorney holder M/S. DEV DEVELOPERS & CONSTRUCTIONS acting through Its Proprietress SAU. MINAL GIRISH GULHANE** **VENDORS**
02			**(PURCHASER)**
03			**M/S. DEV DEVELOPERS & CONSTRUCTIONS** **(SAU. MINAL GIRISH GULHANE)** **CONFIRMING PARTY**
04			**(WITNESS NO.1)**
05			**(WITNESS NO.2)**