Stamp Duty Rs. _____/-
Reg. Fees Rs. _____/-

AGREEMENT TO SELL

In respect of the Apartment/Flat/Tenement/Unit No. _____ on the _____ Floor of the building to be known and styled as -

"WHITE TIGER & WILD FLOWER"

Sale Consideration Rs. _____/-

Market Value Rs. _____/-

@ Rate of Rs. _____/- Sq. Mtr.

As per Item No. _____

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This **AGREEMENT TO SELL** is made and executed on this ___ day of _____, **2019** at Ramtek, Dist. Nagpur.

BETWEEN

Mr. Milindkumar Bhaurao Meshram
(श्री. मिलींदकुमार भाऊराव मेश्राम)
Aged about 36 Years, Occupation - Business
R/o. 558, Near Power House, Deshpande Layout,
Old Bhandara Road, Bagadganj, Nagpur – 440 008.
(PAN – AJLPM 1214 A)
(Aadhaar No. 4565 6782 1715)
(Mobile No. _____)

Hereinafter called the **"VENDOR"**, which expression shall unless repugnant to the contest or meaning thereof, always mean and include the said **"VENDOR"** as well as his/her/their Legal Heirs, Legal representatives, executors, administrators, successors, agents, attorneys and assigns etc. of the **FIRST PART, AND**

1) **Mr.** _____
Aged about ___ years, Occupation – _____
R/o. _____
(PAN – _____)
(Aadhaar No. _____)
(Mob. No. _____)

2) **Mr.** _____
Aged about ___ years, Occupation – _____
R/o. _____
(PAN – _____)
(Aadhaar No. _____)
(Mob. No. _____)

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Hereinafter called the **"PURCHASER/S"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PURCHASER/S**, as well as his/her/their Legal Heirs, Legal Representatives, Executors, Administrators, Successors, agents, attorneys and assigns etc. of the **SECOND PART.**

WHEREAS, the aforesaid VENDOR own and possess ALL THAT piece and parcel of land bearing **Plot No. 1**, admeasuring **4319.43 Sq.Mtrs.** **AND** **Plot No. 2**, admeasuring **3089.93 Sq.Mtrs.**, i.e. containing by total admeasuring **7409.36 Sq.Mtrs.** being a portion of the entire land bearing **Survey No. 148**, admeasuring **1.49 H.R. (14900 Sq.Mtrs.)** of **Mouza - Sillari**, P.H.No. 27-A, having **Grampanchayat House No. 103**, situated at – Ward No. 2, Gram Panchayat – Pipriya, Revenue Circle – Devlapar, Tehsil – Ramtek & Dist. Nagpur and the said Plots of land bounded as under :-

Boundaries of Plot No. 1 :-

On the East	:	Road
On the West	:	Survey No. 150
On the North	:	Road
On the South	:	Road

Boundaries of Plot No. 2 :-

On the East	:	Survey No. 147
On the West	:	Road
On the North	:	Road
On the South	:	Road

& Joint Boundaries of Plot No. 1 & 2 :-

On the East	:	Survey No. 147
On the West	:	Survey No. 150
On the North	:	Road
On the South	:	Road

(Here in after to be called as **"Said Property"**)

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BRIEF HISTORY OF THE SAID PROPERTY

Whereas, as per the record of Adhikar Abhilekh Panji, one Mr. Abdul Gani Sheikh Gaffur was the owner of the said Survey and after his demise, the said Survey inherited by his legal heirs namely Mohd. Aslam Khan Abdul Gani, Mohd. Azam Abdul Gani, Mohd. Islam Abdul Gani, Amin Abdul Gani, Mobin Abdul Gani, Salim Abdul Gani, Rehna Abdul Gani & Noorjaha Wd/o. Abdul Gani by way of Succession Act.

Later on, the abovenamed legal heirs of Mr. Abdul Gani Sheikh Gaffur have transferred the said Survey to – 1) M/s. Imagination Infra & Resort (India) Ltd., Nagpur, Bhivapurkar Chamber, Dhantoli, Nagpur through its Director – Mr. Amardeep Renurao Shende, 2) Mr. Rajesh Krushnaji Lanjewar & 3) Mr. Pravin Rambhau Dhengre by virtue of registered Sale Deed, Dtd. 13/03/2013, which is duly registered before the Sub-Registrar, Ramtek in Book No. 1 at Sr. No. 417/2013.

Lateron, 1) M/s. Imagination Infra & Resort (India) Ltd., Nagpur, Bhivapurkar Chamber, Dhantoli, Nagpur through its Director – Mr. Amardeep Renurao Shende, 2) Mr. Rajesh Krushnaji Lanjewar & 3) Mr. Pravin Rambhau Dhengre have transferred the said Survey, admeasuring 1.49 H.R. to the Present Owner/Vendor, by virtue of registered Sale Deed, which is duly executed on 19/03/2016 and registered on 22/03/2016, before the Sub-Registrar, Ramtek in Book No. 1 at Sr. No. 481/2016.

As a result, the Present Vendor has now become sole, full & an absolute owner of the aforesaid property/ Survey/Khasra with heritable and transferable rights therein. And

Whereas, the Present Owner / Vendor has/have applied to office of the Chief Conservator of Forest & Field Director, Pench Tiger Reserve, Nagpur for NOC in relation to Residential Group Housing Scheme on 02/12/2017 and after considering his request, the said concerning department has issued NOC to Present Owner / Vendor on certain terms & conditions, Dtd. 05/01/2018 vide No. कक्ष-५(अ)/सव्हें/३५३९/१७-१८.

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Whereas, the Present Owner / Vendor has also received the necessary permission for the development of the said property / survey from Assistant Director, Town Planning, Nagpur on 12/04/2018 vide Letter No. जा.क्र. अकृषिक/मौ.-सिल्लारी/ता. रामटेक/ससंनाग/७७० and also received NA Order for Residential (Group Housing Scheme) / Commercial / Industrial purpose from the Hon'ble Collector on 27/04/2018 vide No. रामाक्र-२७/एनएपी-३४/२०१७-२०१८, जा.क्र./प्रस्तु/ जिल्हाधिकारी/कावि-५२३/१८.

Whereas, the Present Owner / Vendor has also applied to the Sub Divisional Officer, Ramtek for construction of Residential Group Housing Scheme on the said Plot Nos. 1 & 2, admeasuring 4319.43 Sq.Mtrs. & 3089.93 Sq.Mtrs. respectively, in Survey No. 148, admeasuring 14900 Sq.Mtrs. and after considering the request of Present Owner, the Sub Divisional Officer, Ramtek has issued order vide No. रामाक्र-१८/एमआरसी -८१/२०१८-२०१९ vide Letter No. प्रस्तूतकार/उविअ-रा/कावि-१०७/२०१९, Dtd. 19/05/2019.

That, the Present Owner / Vendor has also measured the said property from SLR, Ramtek on 02/04/2018, vide Measurement Case No. 14/18, which elaborated as follows :-

SCHEDULE OF PLOTS

Plot Nos.	Area of each Plot in Sq.Mtrs.	Number of Plots	Rounding Area of Road Sq.Mtrs.	Net Area of each Plot (B – D) Sq.Mtrs.	Total Area
A	B	C	D	E	F
1	4337.09	1	17.66	4319.43	4319.43
2	3107.59	1	17.66	3089.93	3089.93
Total		**2**			**7409.36**

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AREA STATEMENT

1.	Area of Land (Survey)	14900.00 Sq.Mtrs.
2.	Deduction For	
	A) Open Spaces	1496.00 Sq.Mtrs.
	B) Internal Roads	4492.64 Sq.Mtrs.
	C) Amenity Spaces	1502.00 Sq.Mtrs.
	Total Deductions (A + B + C)	7490.64 Sq.Mtrs.
3.	**Net Area of Residential Plot (1 – 2)**	**7409.36 Sq.Mtrs.**

THAT, for cogent reasons and good causes the said owner / Vendor had decided to develop the said Plots of Land into a **"RESIDENTIAL ESTATE"** by constructing a Multistoried building known and styled as **"WHITE TIGER & WILD FLOWER"** under Group Housing Scheme thereon as per sanctioned plan issued by the Office of the **Assistant Director Town Planning Office/Department, Nagpur** vide its **Building Permit No.** बांधकाम मंजूरी / मौ. सिल्लारी / ता. रामटेक / स.न. १४८ / भु.क्र.०१/०२ / ससंनाग / १०, **Dtd. 11/01/2019** for the said plots of land.

WHEREAS, the said Group Housing Scheme known and styled as **"WHITE TIGER & WILD FLOWER"**, consists of **96 Residential Units / Tenements / Flats / Apartments in Building proposed to be constructed on the Plot No. 1 and 72 Residential Units / Tenements / Flats / Apartments in Building proposed to be constructed on the Plot No. 2.** There are **96 + 72, Total 168 Units / Tenements / Flats / Apartments** in the said Group Housing Scheme and all these Units are capable of individual utilization on account of having their own exits to common areas and facilities of the building.

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WHEREAS, after the getting the Sanctioned Plan of the said property, the Vendor has executed and registered a Deed of Declaration in respect of the said plots of land under Section-2 of the Maharashtra Apartment Ownership Act, 1970 on 22/07/2019, which is duly register before the Jt. Sub-Registrar, Ramtek in Book No. 1 at Sr.No. 1315/2019 on even date and the terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s. the Purchaser/s hereby agrees to remain bound by the terms of the said Deed of Declaration.

WHEREAS, the purchaser/s has/have seen and approved the said plan and also satisfied himself/herself/themselves with respect of the right of the Vendor to enter into such Agreement and the Title of the said Survey/khasara/ unit/ **Apartment / Flat / Tenement / Plots** of land as good, valid and marketable, AND

WHEREAS, the purchaser/s has/have also seen and approved the Plan of the proposed multistoried building/tower/ unit/ **Apartment / Flat / Tenement** to be constructed by the VENDOR on the said Plots of the Said Survey/khasara. AND

WHEREAS, the purchaser/s being desirous of owning the property specified in Schedule hereunder (schedule property) for his/her /their residential use in the said multistoried building, with heritable and transferable rights therein, has/have approached the vendor and expressed his/her/their desire to purchase the property specified in Schedule hereunder (schedule property) in the said Plots of land of the building/tower proposed to be constructed there detailed negotiation the Vendor have agreed to sell the same to the purchaser/s and the purchaser/s has/have specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire cost of construction In respect of the property specified in Schedule hereunder along with the rights to the extent of the undivided share and interest in the said Plot of land for a total consideration of ₹ _____/- **(Rupees** _____ **Only)** thereof to the Vendor upon following terms and conditions; And

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Now therefore it is hereby mutually agreed by and between the parties hereby as follows in respect of the property specified in the Schedule : -

1) THAT, the Purchaser/s has/have seen approved the plans of the proposed Building/Tower, and also has satisfied himself/herself/ themselves in respect of Title of the Vendor's to the property specified in the schedule as good, valid marketable and the purchaser/s has/have accepted the same.

2) THAT, the Vendor will sale and Purchaser/s will purchase the property specified in the schedule relatable to the net built up area/plot/undivided share of the property specified in Schedule hereunder for a valuable consideration detailed in the schedule of Payment, appearing hereinafter, wherein the manner and mode of payment are detailed.

3) THAT, the Vendor shall deliver the actual physical possession of the property specified in Schedule hereunder to the purchaser/s immediately after payment of entire consideration cost after registration of the Sale Deed, the purchaser/s shall hold the property/plot/undivided share in land jointly with other Apartment / Flat / Tenement / Block Owner/s.

4) THAT, the purchaser/s shall pay proportionate share of the Corporation / Municipal Council / Grampanchyat / Nagar Parishad Taxes and all other dues whatsoever, accruing or payable in respect of his/her/their property specified in Schedule hereunder with effect the date of Sale Deed, or from the date of possession whichever is earlier.

5) THAT, on obtaining the Sale Deed of the Apartment / Flat / Tenement / Block / undivided share along with interest in the said Plot/s of land and the Apartment / Flat / Tenement / Block (jointly called "the said unit") hereby agreed to be sold, the same will be held by the purchaser/s with heritable and transferable rights therein, subject to the restrictions as may be imposed for the better enjoyment by other Apartment / Flat / Tenement / Block / Plot / Undivided share Owner/s.

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In respect of the construction of the property specified in schedule hereunder chosen by the Purchaser/s :-

1) THAT, inclusive of the cost of the Apartment / Flat / Tenement / Block / Undivided share and interest in land related to the said unit but exclusive of the deposits and charges for installation of electric and water meter, the cost of construction of the said unit/plot is estimated as detailed in schedule of Payment appearing hereafter, agreed to be paid by the Purchaser/s to the Vendor.

2) THAT, the Purchaser/s shall pay the installment strictly on the dates/stage completion, mentioned in the schedule of Payments hereinafter, it is hereby specifically agreed between the parties hereto, that **TIME IS THE ESSENCE OF THE CONTRACT** and therefore, no extension of time shall be granted to the Purchaser/s in case of non-payment of any of the installment stipulated in the schedule of Payment.

3) THAT, the Vendor shall erect and build the proposed complex/ apartments/building/tower/plots, consisting of various self contained separate Apartment / Flat / Tenement / Block / Plot in accordance with the specifications mentioned in Annexure appended hereto.

4) THAT, the Purchaser/s shall take possession of the property specified in Schedule hereunder after the clearance of entire consideration cost paid to the Vendor.

5) THAT, the Vendor shall be exclusively in charge of the construction, in all respect of the property specified in Schedule hereunder (Apartment / Flat / Tenement / Block / Plot / Undivided share) without any hindrance interference by the Purchaser/s or any other Contractor or Person/s claiming through or under the Purchaser/s. Further it is also agreed that under no circumstances, the Purchaser/s shall enter into any Building Contractor in respect of the said unit with any other Engineer, Architect, Building Contractor or any Advisory or Supervision Agency and such

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Contract, if so entered into by the Purchaser/s shall be VOID AND SHALL NOT BE BINDING ON THE Vendor in any respect whatsoever. The Vendor, wherever possible, provide amenities besides those mentioned in the 'Specifications' annexed hereto, solely at the request of the Purchaser/s, who shall have to pay additional cost for the same in advance.

6) THAT, the Purchaser/s hereby specifically agrees with the Vendor that even after taking actual possession of the said unit (Apartment / Flat / Tenement / Block / Undivided share), the Purchaser/s will not object or prevent or obstruct the Vendor in anyway, in carrying on and from completing the work of other Apartment / Flat / Tenement / Block / Plot / Undivided share in the said building/tower and also for storing keeping the building materials on the available open land.

7) THAT, the Parties hereto, further agree as that the Apartment / Flat / Tenement / Block / Undivided share / unit Complex / Plaza / Building /Tower shall name and styled as **'WHITE TIGER & WILD FLOWER'.**

8) THAT, the available open space and the common areas and facilities as may be provided in the said Complex/ Building/ Plaza/ Tower/ Khasara/ Survey unit (Apartment / Flat / Tenement / Block / Undivided share), shall be of common use of all the unit Owner/s in the Complex/Building/Tower and shall always remain undivided and no portion or divisions or any part thereof be effected of carried out by Purchaser/s Severally, or jointly with other unit owners or owner. That the right of distribution of open terrace and spaces to Individual Purchaser/s is reserved by the Vendor.

9) THAT, the Purchaser/s shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the complex/building/tower/plaza even if the F.S.I. relating to the said Plots of land is increased at any subsequent date due to any reason whatsoever,

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it shall be the sole and exclusive right of Vendor to consume and utilize such enhanced F.S.I. without being required to pay any compensation either to the Association of Apartment / Flat / Tenement / Block / Complex / Building / Tower Owner/s jointly or severally any, under any nomenclature whatsoever. The parties also understands hereto, that the Terrace which would be formed in the proposed APARTMENT / BUILDING / TOWER Scheme, shall always belong to the Vendor.

10) This Agreement shall be subject to the Jurisdiction of Civil Court at Nagpur/Ramtek.

11) THAT, the Property hereby agreed to be sold, shall be correctly described in the Schedule hereto and shall be sold, subject to the outgoing Agreements, Restrictive Covenants and Rights of Co-Owners and vendor in respect of the remaining undivided share and proposed Building/tower, Affecting the same and the Owners of the other built-up space/Premises, in the proposed Building/Tower, affecting the same and if any mis-statement, error or omission is discovered the same SHALL NOT ANNAL, this Contract nor shall the Purchaser/s thereby become entitled to any compensation under any nomenclature whatsoever, but all same such mis-statement, error or omission shall always be subject to correction, by the Parties hereto.

12) THAT, all expenses for the preparation, drafting printing, stamp-duty, registration fees, out of pocket expenses etc. shall be borne exclusively and solely by the Purchaser/s in respect of this Agreement and the Sale Deed etc.

13) THAT, the Construction cost of the said Apartment / Flat / Tenement / Block / Plot / Undivided share / unit is estimated on the basis of specifications and the basic rates.

14) THAT, the Purchaser/s understands that the proposed Construction is of heterogeneous in nature comprising the R.C.C. and brick work and

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particularly described in specifications mentioned. It is understood by the Purchaser/s that any shortcomings inherent to the heterogeneous nature of Construction like those due to unequal construction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects

15) THAT, It is understood and agreed by the Purchaser/s that due to heterogeneous nature of Construction and Construction joints between masonry and concrete or any such other joints, leakage of seepage of water is likely to occur and this will not be treated as defect in Construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if all occurs will be borne and paid by the Purchaser/s separately. It is also understood and agreed by the Purchaser/s that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage/Seepage through time if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Purchaser/s.

16) THAT, the Vendor shall not be liable to pay any compensation to make good if any defect in proprietary items used in the Construction of the said unit (Apartment / Flat / Tenement / Block / Plot / Undivided share / Complex/Building/Tower) and proper claim regarding, this, shall directly be made by the Purchaser/s to the manufacturer of such item keeping Vendor indemnified.

17) THAT, the Purchaser/s hereby authorizes and empowers the Vendor to sign on his/her/their behalf any application, documents etc. required for smooth implementation of the Agreement and also to sign revised Building Plans if any, and to execute and register all Agreements. Deed of Declaration, Deed of Apartment. In respect of the property specified in Schedule hereunder. This will be treated as general power of Attorney and adequate stamps are affixed on this agreement for the said purpose.

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18) THAT, All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have delivered and served if sent to Purchaser/s by registered post or under certificate of posting at his/her/their addressed specified here-in-above.

The Purchaser/s undertakes to notify in writing any change in above address to the Vendor.

19) THAT, the Purchaser/s shall bear charges of modification to the schedule property chosen by the Purchaser/s, but if such changes or modification shall tantamount to deviation from the Plan, than in such event Purchaser/s shall alone be responsible for any action, penalty, or compounding fee taken/ Imposed /levied by the Competent Authority and he/she/they shall always keep the Vendor indemnified against the same.

20) THAT, the turnover tax, works contract tax. Value added tax, service tax, GST and any other tax as per the Notification shall be borne and paid by the purchaser/s of the property specified in Schedule hereunder as and when the vendor asked for the same within the period of 7 days or time to time.

21) THAT, the Purchaser/s is/are further known that no member of the Schemes/Building/Tower shall obstruct the worker, technicians, observers or Engineers to have access to the said unit (Apartment / Flat / Tenement / Block / Plot / Undivided share) from time to time during reasonable hours as may be necessary for repairs, maintenance and replacements etc. in the common areas and facilities therein or damages to the common areas and facilities or to other Unit Owners and if in future if there is any increase in the F.S.I. no other than the Vendor shall have the right over the increased F.S.I. and other unit Owners shall not Claim any right of interest over the increased F.S.I. and Existing terrace.

23) THAT, the phrases used this Agreement viz. Vendor and Purchaser/s whether used in singular or plural shall besides themselves shall always mean and include his/her/their heirs, legal representatives, assigns,

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successors, agents and servants and all person/s claiming through or under them respectively and the contents of this Agreement shall be equally binding on them also, unless repugnant to the context or meaning thereof.

SCHEDULE OF PAYMENTS MADE

Cost of the property specified in the Schedule hereunder written is ₹ _____/- **(Rupees _____ Only)** to be paid by the Purchaser/s to the Vendor in a following manner

₹ _____/- **(Rupees _____ Only)** Paid by the Purchaser/s to the Vendor by way of Cheque vide No. _____, Dtd. _____, drawn on _____, Branch - _____ at the time of Booking & the receipt whereof is acknowledged by the Vendor.

₹ _____/- **(Rupees _____ Only)** Paid by the Purchaser/s to the Vendor by way of Cheque vide No. _____, Dtd. _____, drawn on _____, Branch - _____ at the time of registration of this Agreement to Sell & the receipt whereof is acknowledged by the Vendor.

₹ _____/- **(Rupees _____ Only)** Agreed to be paid by the Purchaser/s to the Vendor as per the direction given by the RERA Authority or in the following manner :

a) **30 %** Including above payment immediately after the execution and registration of this agreement to sell.

b) **15 %** at the time of completion of plinth.

c) **25 %** after completion of all slabs.

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d)	10 %	at the time of completion of all the walls, internal plaster.
e)	5 %	at the time of completion external plumbing and external plaster.
f)	10 %	at the time of completion of water pump, electrical fitting, paving of areas and all other requirements.
g)	5 %	at the time of registration of Sale Deed and Possession of the Schedule Property.

₹ _____/- (TOTAL - Rupees _____ Only)

SCHEDULE OF THE PROPERTY HEREBY AGREED TO BE SOLD

ALL THAT RCC superstructure comprising of Residential **Apartment / Flat / Tenement / Unit No.** ____ on the _____ **Floor,** covering a **Built-up area of 53.517 Sq.Mtrs. & Super Built-up area of** _____ Sq.Mtrs., of a building to be known and styled as **"WHITE TIGER & WILD FLOWER"**, TOGETHERWITH the _____**% Undivided Share and Interest** in piece and parcel of land bearing **Plot No.** ____, containing by total admeasuring _____ **Sq.Mtrs.**, being a portion of the entire land bearing **Survey No. 148,** admeasuring **1.49 H.R. (14900 Sq.Mtrs.)** of **Mouza - Sillari,** P.H.No. 27-A, having **Grampanchayat House No. 103,** situated at – Ward No. 2, Gram Panchayat – Pipriya, Revenue Circle – Devlapar, Tehsil – Ramtek & Dist. Nagpur (and the said building constructed & standing on Plot No. 1 & 2).

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IN WITNESS whereof the Vendor and the Purchaser/s herein above named hereto set his/her/their respective hands and sign this Agreement to Sell at Hingna, Dist. Nagpur in presence of the attesting witnesses signing as such on the day, Month, and Year first herein above written.

We, Pavan G. Dhimole & Sarang D. Nighot Adv., R/o. Nagpur (Cell No. 9373216597 & 9422525950) do hereby states that this AGREEMENT TO SELL is Drafted by us as per the instructions and documents provided by the parties hereto.

(Mr. Milindkumar B. Meshram)

"VENDOR"

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WITNESSES :-

1) _____

Name : _____

Age : ____ yrs., Occupation : _____

R/o. _____

_____

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1) _____

(_____)

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2) _____

Name : _____

Age : ____ yrs., Occupation : _____

R/o. _____

_____

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2) _____

(_____)

"PURCHASER/S"

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