AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ Day of _____, 2020, BETWEEN :

(1) SHRI. SANJAY S/o RAMCHANDRA DESHPANDE, Aged about 61 Years, Occupation – Business, (Income Tax PAN AALPD3137E and AADHAR 2772 1897 8267), Resident of Apartment No. G-1, Ground Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(2) SHRI. NILKANTH S/o SHRIPAD GODBOLE, Aged about 86 Years, Occupation – Retired, (Income Tax PAN ABQPG8259G and AADHAR 8307 9912 1061), Resident of Apartment No. G-2, Ground Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(3) SHRI SUDHAKAR S/o LATE SHRI SHRIDHAR PANDHARIPANDE, Aged about 74 Years, Occupation – Retired, (Income Tax PAN. AIEPP9405C and AADHAR 6591 8541 0936), Resident of Apartment No. G-3, Ground Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(4) SHRI DINESH NARAYAN KANE, Aged about 57 Years, Occupation – Business, (Income Tax PAN ATGPK0455N and AADHAR 3421 5561 9370), Resident of Apartment No. G-4, Ground Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(5) SHRI. SANJAY S/o SADASHIV CHITALEY, Aged about 64 Years, Occupation – Retired (Income Tax PAN ADSPC5448H and AADHAR 7181 4009 1380), Resident of Apartment No. F-1, First Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur, Tahsil and District – NAGPUR;

(6-A) SHRI. KISHOR S/o RATNAKAR PANDIT, Aged about 65 Years, Occupation – Retired, (Income Tax PAN AJJPP2385F and AADHAR 3192 7201 6814), Resident of Apartment No. F-2 First Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(6-B) SHRI. RAVINDRA S/o RATNAKAR PANDIT, Aged about 63 Years, Occupation – Retired, (Income Tax PAN ACGPP4789B and AADHAR 4052 3405 1765), Resident of 23, Saraswati CHS Layout, Anand Vihar, Near Aji-Ajoba Park, Dindayal Nagar, Nagpur - 440022, Tahsil and District – NAGPUR;

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(7) SHRI. PRAKASH S/o NARAYAN SANEY, Aged about 71 Years, Occupation – Retired, (Income Tax PAN AUOPS1455K and AADHAR 4538 4769 8410), Resident of Apartment No. F-3, First Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(8-A) SMT. NILIMA Wd/o LATE SHRI. JAIMANGAL DESHPANDE, Aged about 61 Years, Occupation - Housewife, (Income Tax PAN ATIPD7960M and AADHAR 7998 4431 2528), Resident of Apartment No. F-4, First Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR;

(8-B) SHRI. DEVDUTTA S/o LATE SHRI. JAIMANGAL DESHPANDE, Aged about 30 Years, Occupation – Practicing Advocate, (Income Tax PAN ARTPD4922A and AADHAR 5813 6861 0389), Resident of Apartment No. F-4, First Floor, "*ASHTAVINAYAK*", Plot No. 909, Khare Town, Dharampeth, Nagpur - 440010, Tahsil and District – NAGPUR, acting through their duly Constituted Attorney **M/S. A.A. CONSTRUCTIONS,** a Registered **Partnership Firm** having it's Office at Flat No. A-101 Wing-A Hariram Residency, Plot No. 402, Khare Town, Dharampeth, Nagpur, (Income Tax Pan – **AACFA3480G**) and acting through it's Partners **(1) SHRI. AJIT S/o MADHAV DESHPANDE,** Aged about 49 years, Occupation - Business, Resident of Jaiprakash Nagar, Nagpur Tahsil and District – NAGPUR, AND **(2) SHRI. ANIRUDDHA S/o SURESH DESHPANDE,** Aged about 48 years, Occupation - Business, Resident of 386, Khare Town, Dharampeth, Nagpur, Tahsil and District – NAGPUR, hereinafter both jointly called the VENDORS, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said VENDORS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

SMT. / MRS. / SHRI. / Ms. _____ W/o - S/o _____ _____, Aged _____ Years, Occupation – _____, Income Tax Assessee bearing P.A.N. _____, Resident of _____, 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, her/his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

AND

M/s. A. A. CONSTRUCTIONS, a Registered Partnership Firm having it's Office at Plot No. 402, Flat No. A-101, "Hariram Residency", FLT.LT. Khonde Marg, Khare Town, Dharampeth, Nagpur, (Income Tax Permanent Account No. AACFA-3480-G) and acting through it's Partners (1) SHRI. AJIT S/o MADHAV DESHPANDE, Aged about 49 years, Occupation - Business, Resident of Jaiprakash Nagar, Nagpur Tahsil and District – NAGPUR, AND (2) SHRI. ANIRUDDHA S/o SURESH DESHPANDE, Aged about 48

years, Occupation - Business, Resident of 386, Khare Town, Dharampeth, Nagpur, Tahsil and District – NAGPUR, hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PARTNERSHIP FIRM and its PARTNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHERAS ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, bearing Corporation House No. 356 (Old), City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR, Originally belonged to The Janata Co-Operative Housing Society Limited, Nagpur; AND

WHEREAS a plan of a Building then proposed to be constructed on the said Plot No. 909 (Nine Hundred Nine) and to be known and styled as “ASHTAVINAYAK” and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/314/8460 Dated 18-09-1971; AND

WHEREAS the aforesaid entire property comprising Plot No. 909 (Nine Hundred Nine) Togetherwith the existing Building standing thereon known and styled as “ASHTAVINAYAK” is submitted to the provisions of the Maharashtra Apartment Ownership act, 1970 by executing a Deed of Declaration on 19-07-1989, which is duly registered at the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1, at Sr. No. 8879 (P) on even date; AND

WHEREAS on completion of the said Building standing on the said Plot of land, the then Owner The Janta Co-operative Housing Society Limited, Nagpur transferred the Undivided proportionate shares and interest in the said Plot of land Togetherwith the Residential Apartments to various prospective buyers/purchasers by various duly registered Sale Deeds.

WHEREAS the Owners are the only existing Apartment Owners of the said Building and each of them have severally acquired their respective Apartments in the following manner:-

(1) <u>APARTMENT NO. G-1 ON GROUND FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA,

TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. G-1 covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the GROUND FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Ramchandra S/o Gangarampant Deshpande by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 4 to 9 at Sr. No. 8862(P) on even date.

That, during his life time the aforesaid Shri Ramchandra Gangarampant Deshpande executed his LAST WILL and TESTAMENT on 09-04-1991 and thereby he gave and bequeathed his aforesaid property to his son Shri Sanjay Ramchandra Deshpande absolutely forever with heritable and transferable rights therein and the said Will is duly registered at the Office of the Sub Registrar, Nagpur at Sr. No. 106(P) on even date.

That, the said Shri Ramchandra Gangarampant Deshpande left for heavenly abode on 20-04-2006 and consequent upon his death, his son Shri Sanjay Ramchandra Deshpande become the Owner of the said property in terms of the aforesaid Will Dated 09-04-1991.

(2) <u>APARTMENT NO. G-2 ON GROUND FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. G-2 covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the GROUND FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/A, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Nilkanth S/o Shripad Godbole, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 10 to 13 at Sr. No. 8863(P) on even date.

(3) <u>APARTMENT NO. G-3 ON GROUND FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. G-3

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covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the GROUND FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/C, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Shridhar G. Pandharipande, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 23 to 28 at Sr. No. 8866(P) on even date.

That, during his life time the aforesaid Shri Shridhar G. Pandharipande executed his LAST WILL and TESTAMENT on 22-11-1996 and thereby he gave and bequeathed his aforesaid property to his son Shri Sudhakar Shridhar Pandharipande absolutely forever with heritable and transferable rights therein.

That, the aforesaid Shri Shridhar G. Pandharipande left for heavenly abode on 21-01-1999 (his wife namely Smt. Kumodini Shridhar Pandharipande having predeceased him on 01-03-1996) and consequent upon his death, his aforesaid property devolved upon his son Shri Sudhakar Shridhar Pandharipande in terms of the aforesaid Will Dated 22-11-1996.

(4) <u>APARTMENT NO. G-4 ON GROUND FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. G-4 covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the GROUND FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/B, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Narayan Ganesh Kane, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 32 to 37 at Sr. No. 8868(P) on even date.

That, said Shri Narayan Ganesh Kane left for his heavenly abode on 20-07-2017 and consequent upon his demise the aforesaid property devolved upon his widow Smt. Vimal Narayan Kane, 3 sons namely (i) Shri Sudhir Narayan Kane (iii) Shri. Madhav Narayan Kane, (iii) Shri Dinesh Narayan Kane, and only daughter namely Mrs. Bhagyashri Deepak Kulkarni by intestate succession being the only heirs of the deceased. Out of the aforesaid Legal Heirs Shri Sudhir Narayan Kane, Shri. Madhav Narayan Kane and Mrs. Bhagyashri Deepak Kulkarni relinquished their rights in the aforesaid property in favour of Smt. Vimal Narayan Kane, Shri Dinesh Narayan Kane, by a Deed of Relinquishment

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Dated 13-09-2017, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 4827 on even date.

Smt. Vimal Narayan Kane left for heavenly abode on 18-02-2020 and consequent upon her demise her share in the aforesaid property devolved upon her 3 sons namely (i) Shri Sudhir Narayan Kane (iii) Shri. Madhav Narayan Kane, (iii) Shri Dinesh Narayan Kane, and only daughter namely Mrs. Bhagyashri Deepak Kulkarni by intestate succession being the only heirs of the deceased. The aforesaid Legal Heirs Shri Sudhir Narayan Kane, Shri. Madhav Narayan Kane and Mrs. Bhagyashri Deepak Kulkarni relinquished their rights in the aforesaid property in favour of Shri Dinesh Narayan Kane, by a Deed of Relinquishment Dated 24-02-2020, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 1427 on even date. Thus the said property is presently owned by Shri Dinesh Narayan Kane.

(5) APARTMENT NO. F-1 ON FIRST FLOOR :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. F-1 covering a 465.94 Sq. Ft. (i.e. 43.28 Sq.Mtrs.) on the FIRST FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/D, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Sadashiv S/o Dhondopant Chitaley, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 41 to 46 at Sr. No. 8870(P) on even date.

That, during his life time the aforesaid Shri Sadashiv Dhondopant Chitaley executed his LAST WILL AND TESTAMENT on 06-05-2007 and thereby he gave and bequeathed his aforesaid property to his son Shri Sanjay Sadashiv Chitaley absolutely forever with heritable and transferable rights therein.

That, the said Shri Sadashiv Dhondopant Chitaley left for heavenly abode on 11-08-2009 and consequent upon his death, his aforesaid son Shri Sanjay Sadashiv Chitaley has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein in terms of the aforesaid Last Will Dated 06-05-2007.

(6) APARTMENT NO. F-2 ON FIRST FLOOR :

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That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. F-2 covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the FIRST FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/E, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri. Ratnakar Vishnu Pandit, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1, Volume No. 1398 on Pages 47 to 49 at Sr. No. 8871(P) on even date.

That, during his life time the said Shri. Ratnakar Vishnu Pandit executed his WILL AND TESTAMENT on 9th October, 2017. A Deed of Codicil to said Will was also executed by him on 18/11/2017 and thereby he gave and bequeathed the aforesaid property to his sons namely Shri. Kishor Ratnakar Pandit and Shri. Ravindra Ratnakar Pandit.

That, the aforesaid Shri. Ratnakar Vishnu Pandit left for heavenly abode on 09/01/2018 and consequent upon his death/demise, his aforesaid property devolved upon Shri. Kishor Ratnakar Pandit and Shri. Ravindra Ratnakar Pandit in terms of the said Will and Codicil thereto.

(7) <u>APARTMENT NO. F-3 ON FIRST FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. F-3 covering a 465.94 Sq. Ft. (i.e. 43.28 Sq.Mtrs.) on the FIRST FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/G, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri. Madhav Hanumant Joshi, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Addl. Book No. 1 at Sr. No. 8874(P) on even date.

That, the aforesaid Shri. Madhav Hanumant Joshi lateron transferred the aforesaid Apartment No. F-3 by way of Sale to Shri. Prakash Narayan Saney, by a Sale Deed Dated 14-05-1991 which is duly registered at the Office of the Joint Sub Registrar,

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Nagpur City No. 1 in Addl. Book No. 1, Volume No. 2135 on Pages 107 to 121 at Sr. No. 8763(P) on 26-07-1991.

(8) <u>APARTMENT NO. F-4 ON FIRST FLOOR</u> :

That, the aforesaid The Janta Co-operative Housing Society Limited, Nagpur lateron transferred THE UNDIVIDED 12.50 PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.), of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. F-4 covering a 575.30 Sq. Ft. (i.e. 53.45 Sq.Mtrs.) on the FIRST FLOOR of a building standing thereon and known and styled as “ASHTAVINAYAK”, bearing Corporation House No. 356/F, City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR by way of sale to Shri Madhusudan S/o Deorao Deshpande, by a Sale Deed Dated 19-07-1989, which is duly registered at the Office of the Joint Sub Registrar, Nagpur-1 in Addl. Book No. 1, Volume No. 1398 on Pages 68 to 73 at Sr. No. 8876(P) on even date.

That the aforesaid Shri Madhusudan S/o Deorao Deshpande lateron Gifted the aforesaid Apartment No. F-4 on the FIRST FLOOR in favour of Smt. Nilima Jaimangal Deshpande, Shri. Devdutta Jaimangal Deshpande, the Owner Nos. 8-A & 8-B named hereinabove by a Gift Deed dated 14-10-2015, which is duly registered at the Office of the joint Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 5087 on even date.

As a result therefore the aforesaid Owners hereinabovenamed have now become exclusive, absolute and full Owners of their respective Apartment in the said building known and styled as **“ASHTAVINAYAK”** consisting of **8 (EIGHT) Apartments** covering total area of **407.26 Sq. Mtrs.** Togetherwith the Undivided Proportionate share and interest in Plot No. 909 (Nine Hundred Nine) containing by admeasurement 859.32 Sq. Mtrs. (as per City Survey area is 858.40 Sq. Mtrs.) with heritable and transferable rights therein and the same are also accordingly mutated in their respective names in all relevant records; AND

WHEREAS the aforesaid Owners obtained the leasehold rights relating to the Conservancy Lane closely adjacent to the said plot of land containing by admeasurement 33.832 Sq. Mtrs. from the Nagpur Municipal Corporation for a term of 30 (Thirty) years commencing from 30/04/2019 and ending on 29/04/2049 by a Lease Deed dated 23/07/2019, which is duly registered at the Office of the joint Sub-Registrar Nagpur-1 in Book No. 1 at Sr. No. 4212 on even date. As a result therefore the total area of said Plot of Land inclusive of the said Conservancy lane is 859.32 Sq. Mtrs. + 33.832 Sq. Mtrs. = 893.152 Sq. Mtrs.; AND

WHEREAS, the aforesaid building has now become too old and requires heavy repairs and maintenance. Thus the aforesaid Shri Sanjay Ramchandra Deshpande and 8 others have now unanimously decided to demolish the said existing old Multistoreyed Building and decided to REDEVELOP the same into a RESIDENTIAL ESTATE by constructing New Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, in terms of the Agreement of Re-Development dated 05-03-2020, which is Registered at the Office of the Joint Sub-Registrar, Nagpur- 4 in Book No. 1 at Sr. No. 1764 on even date, the aforesaid Shri Sanjay Ramchandra Deshpande and 8 others have entrusted the entire work of Development of the aforesaid Property to M/s. A. A. Constructions upon the several terms and conditions contained therein; AND

WHEREAS, by the same Agreements the aforesaid Shri Sanjay Ramchandra Deshpande and 8 others have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot/Piece of Project land in favour of each such individual prospective buyer(s) as may be nominated by the said Confirming Party hereto; AND

WHEREAS, the aforesaid Shri Sanjay Ramchandra Deshpande and 8 others have executed Irrevocable General Power of Attorney's in favour of M/s. A.A. Constructions. on 05-03-2020 and the same is also registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 1 at Sr. No. 1766 on even date; AND

WHEREAS a plan of a Multistoried building proposed to be constructed on the said Plot No. 909 and to be known and styled as "909 ASHTAVINAYAK" and the same is duly sanctioned by the Assistant Director of Town Planning Department Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 603/BP/LENDRA/TP/NMC/177 Dated 11-02-2020; AND

WHEREAS, the Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. _____;AND

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

WHEREAS the Purchaser has also seen and approved the Plan of the proposed building; AND

WHEREAS the Purchaser being desirous of owning an Apartment for her/his Residential use in the said proposed Multistoried building with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said

Plot No. 909 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as “909 ASHTAVINAYAK” and after detailed negotiations she/he also agreed to pay, provide and contribute the entire cost of construction of the said Apartment to the Confirming Party; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors and the Confirming Party have now jointly agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs. _____/- (Rupees _____ Only) upon the following terms and conditions.

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

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.) ALONGWITH the Conservancy lane of 33.832 Sq. Mtrs., thus totaling to 893.152 Sq. Mtrs. of MOUZA – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq. Mtrs.; Enclosed Balcony area of _____ Sq. Mtrs.; Open Balcony area of _____ Sq. Mtrs. alongwith Terrace area of _____ Sq. Mtrs. on the _____ FLOOR of a building proposed to be constructed on the said Plot of land and to be known and styled as “909 ASHTAVINAYAK” bearing Corporation House No. 356 (Old), City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR, and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Confirming Party in the following manner. The Cost so agreed is fixed and not subject to any increases inspite of rise in prices of various building material.

MANNER OF PAYMENT :

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party as Earnest Money by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Confirming Party.

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

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors after casting Ground Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after casting First Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after casting Second Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after casting Third Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after casting Fourth Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after casting Fifth Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after completion of Plastering

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after completion of Finishing work.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party taking over the actual possession of the chosen Apartment.

Rs. (TOTAL RUPEES _____ ONLY)

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates/stages mentioned above. It is specifically understood

and agreed by the Purchaser that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and canceled immediately on the Purchaser's failure to pay the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installment shall granted to her/him by the Confirming Party. In the event of such termination / cancellation of this Agreement, the Confirming Party shall be at full liberty to resell the said Apartment Together with the Undivided proportionate share interest in the said Plot of land to any other intending buyer without any further intimation or reference/notice to the Purchaser and in such event the Confirming Party shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and also after deducting there from a fixed amount of Rs. 1,00,000/- (Rupees One Lakh) Only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him, shall not be a ground for non payment of the installments on due dates/stages.

(3) THAT the Undivided share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

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

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

(6) THAT it is understood by the Purchaser that by an Agreement dated 05-03-2020 made between the Confirming Party and the aforesaid Vendors the former is allowed and permitted to develop the said Plot of land and shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrances or interference by the aforesaid Vendors. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Confirming Party shall erect and build the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Town Planner, Town Planning Department

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Nagpur Municipal Corporation and the specifications mentioned in ANNEXURE-A appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendors/Confirming Party has reserved their/its right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess Apartment of the proposed building more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including Stamp Duty and Registration Fees and Goods & Service Tax (GST) etc. are paid by her/him in full to the Confirming Party.

(11) THAT the Confirming Party shall be exclusive incharge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made, by her/him shall be void and not at all binding upon the Confirming Party.

(12) THAT during the period of Building construction the Purchaser with two days' advance intimation to the Confirming Party may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(13) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said building the Vendors has executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970, which is also duly registered at the Office of the Joint Sub-Registrar, Nagpur - ____ in Book No. 1 at Sr. No. _____ on _____. 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.

(14) 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 Apartment Owners interest, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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(15) THAT the available Open spaces (Excluding the Restricted areas mentioned in Deed of Declaration) available in the said Plot of land and the common areas and facilities as may be provided in the said Building shall be of common use of all the Apartment Owners in the said Building and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

(16) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting there from a fixed sum of Rs. 1,00,000/- (Rupees One Lakh) Only by way of liquidated damages within 3 (THREE) Months from the date of this Agreement stands terminated/cancelled and in such event her/his right to purchaser the Undivided share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendors/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer as may approved by the Confirming Party without any further notice or reference to the Purchaser.

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

(18) THAT, the Vendors/Confirming Party reserve/reserves their/its rights on the Terrace of the proposed building. She/he/it shall have every rights of erect any additional construction on the available open space or on the top or terrace of the building until available Floor Space Index or density is not consumed in accordance with the sanctioned plan without any interruption or disturbance from or by the Purchaser. It is clearly understood by the Purchaser that the Confirming Party is fully entitled to consume, utilize and deal with the entire F.S.I. as may be available or that may hereafter become available at any future date, in relation to the total extent of the said plot of land due to increase in F.S.I. or on account of purchase of Transferable Development Rights (TDR) and that the right, title, or interest of the Purchaser is restricted or limited only to the extent of the Built-up space covered by the Apartment chosen by her/him. For further clarification it is specifically understood and agreed by the Purchaser that the percentage and proportion of the undivided share in the said plot of land agreed, to be purchased by her/him shall be subject to the proportionate reduction in case some additional floors/apartments are constructed thereon and under such circumstances the prospective buyers of such Apartments shall have all interest and rights in the common areas and facilities provided in the said scheme including the right to use the staircase etc. Further,

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in case at any time during the construction of the Scheme or at any time in future after completion of Construction, the authorities permit transfer of TDR/FSI, then the Vendors/Confirming Party shall be at liberty to transfer the same in line with the rules framed by the concerned authorities and the Purchaser shall have no objection to the same.

(19) THAT the Purchaser further agreed to pay to the Confirming Party the GST etc. if any 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 therefor or the cost of land as the case may be and shall always keep the Vendors/ Confirming Party indemnified against the same.

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

(21) THAT the Vendors/Confirming Party shall deliver the actual possession of the said Undivided share and interest in the said Plot of land and Apartment hereby agreed to be sold to the Purchaser or her/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 respects and made available for Occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other Co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(22) THAT the Purchaser hereby agreed not to occupy the said Apartment without prior written permission of the Confirming Party else she/he shall be treated as a trespasser.

(23) THAT the Vendors/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration fees, payment of GST, and all other taxes and cesses etc. that may be levied and payable at the time of Registration from her/him, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. superstructure comprising Apartment in favour of the Purchaser or her/his nominee(s) and get the same duly registered at her/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 her/him to the Confirming Party.

(24) THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof. However, the Apartment chosen by

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her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

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

(26) THAT it is understood by the Purchaser that the Confirming Party shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Confirming Party shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(27) 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 specification appended hereto as ANNEXURE-A. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

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

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

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

(31) THAT it is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints

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regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the Panel of Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings.

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

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

(34) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 909 (NINE HUNDRED NINE), containing by admeasurement 9250 Sq. Ft. (OR 859.32 Sq. Mtrs.) ALONGWITH the Conservancy lane of 33.832 Sq. Mtrs., thus totaling to 893.152 Sq. Mtrs. of MOUZA – LENDHRA, bearing Corporation House No. 356 (Old), City Survey No. 112 and Sheet No. 25 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, in Tahsil and District – NAGPUR and bounded as under:-

ON THE EAST	**-**	**RAMAINING STRIP OF CONSERVANCY LANE,**
ON THE WEST	**-**	**9.00 MTRS. WIDE ROAD,**
ON THE NORTH	**-**	**HOUSE OF DR. JAYANT KHER,**
ON THE SOUTH	**-**	**HOUSE OF SHRI MUDLIAR.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of the building to be known and styled as "909 ASHTAVINAYAK" proposed to be constructed on the aforesaid Plot of land covering a Carpet area of _____ Sq. Mtrs.; Enclosed Balcony area of _____ Sq. Mtrs.; Open Balcony area of _____ Sq. Mtrs. alongwith Terrace area of _____ Sq. Mtrs. including / excluding any share in stair case and balconies for upper floors.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hereinabove named have fully examined and read over this DEED OF 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.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) **(AJIT MADHAV DESHPANDE)**
02			2) **(ANIRUDDHA SURESH DESHPANDE)** **Partners of M/S. A.A. CONSTRUCTIONS** **As a duly Constituted Attorney for the Vendors** **VENDORS**
03			**(_____)** **PURCHASER**
04			**FOR M/S. A.A. CONSTRUCTIONS** 1) **(AJIT MADHAV DESHPANDE)**

05			2) **(ANIRUDDHA SURESH DESHPANDE)** **Partners** **CONFIRMING PARTY**
WITNESSES :			
I			_____ **WITNESS NO. (1)**
II			_____ **WITNESS NO. (2)**