AGREEMENT TO SELL

Valued at Rs. _____/-

Market Value as per A.S.R. Rs. _____/-

Mouza: Ambazari, City Survey No. 558, Sheet No. 34, R.R. Item No. 23.360/34, Page No. 605, Rate Rs. 53,900/- per Sqr. Mt.

Deed of Declaration dated 26-09-2019 registered at Sr. No. 6656/2019 in Book No. 1 on 26-09-2019 with Sub Registrar Nagpur No. 4.

THIS AGREEMENT TO SELL is made and executed at Nagpur on this ____ day of February, 2020.

BETWEEN

M/s RADHE BUILDCON (PAN AAYFR0540A), a Partnership Firm registered under the provisions of The Partnership Act 1932 represented through all Partners **(1) SHRI BRAJESH S/o SHANKAR MURARKA**, aged about 30 years, Occupation: Business, R/o Modi No.2, Sitabuldi, Nagpur-440012 & **(2) SHRI ARVIND S/o UKHA PATIL**, aged about 50 years, Occupation: Business, R/o Plot No. 31, Vivekanand Nagar, Behind Sai Mandir, Nagpur - 440015 hereinafter called as **VENDOR** or **PARTY NO. 1** (which expression unless repugnant to the context or meaning thereof shall mean and include the said Vendor/Partnership Firm as well as its Partners, their respective heirs, Legal representatives, administrators, executors, successors and assigns etc.) the party of the **FIRST PART.**

AND

Mr. / Mrs. _____ (PAN: _____), aged about years, Occupation:_____, R/o _____, called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchaser as well as his heirs, successors, legal representatives, executors, administrators and assigns etc.) the party of the **SECOND PART,**

WHEREAS, the Vendors are Lessee and in possession of ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 356 admeasuring 394.740 Sqr. Mtrs. in Civil Station Expansion Scheme, being a portion of entire land bearing Khasra Nos. 73 to 78, City Survey No. 558, Sheet No. 34 of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 981, Ward No. 73, situated at Gandhi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur (hereinafter shortly termed as "the said property"),

AND WHEREAS, originally Shri Tarapada Pulinchandra Mitra acquired the abovesaid Plot No. 356 admeasuring 394.740 Sqr. Mtrs. on leasehold rights for a term commencing from 24-03-1955 and ending on 31-03-1985 vide Lease Indenture dated 15-04-1958,

AND WHEREAS, Shri Tarapada Pulinchandra Mitra constructed Residential House on abovesaid Plot as per the Building Plan sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur vide Permit No. CS/2200/3613 dated 04-03-1958,

AND WHEREAS, Shri Tarapada Pulinchandra Mitra mortgaged the abovesaid Plot to Postal Audit Co-operative Housing Society, Nagpur vide Mortgaged Deed dated 10-05-1958 registered at Sr. No. 1851 in Addl. Book No. 1, Volume No. 471 on Pages 35 to 37 on 10-05-1958 with Sub Registrar Nagpur. The said Postal Audit Co-operative Housing Society, Nagpur lateron on assigned the abovesaid Plot No. 356 to Vidharbha Housing Board, Nagpur vide Deed of Assignment dated 03-07-1958 registered at Sr. No. 3384 in Addl. Book No. 1, Volume No. 506 on 08-08-1958,

AND WHEREAS, the aforesaid Lessee Shri Tarapada Pulinchandra Mitra during his lifetime executed a Will on 05-08-1983 in respect of abovesaid Plot No. 356 alongwith construction thereon and thereby he bequeathed the same to Smt. Armeetsingh Suryabhansingh. On the death of Shri Tarapada Pulinchandra Mitra, the said Smt. Armeetsingh Suryabhansingh has become an owner of the abovesaid Plot in term of the said Will dated 05-08-1983,

AND WHEREAS, Shri Jagmohan Bajranglal Agrawal purchased the abovesaid Plot No. 356 admeasuring 394.740 Sqr. Mtrs. alongwith construction thereon from Smt. Armeetsingh Suryabhansingh vide Sale Deed registered at Sr. No. 8172 on 07-012-1984 with Sub Registrar Nagpur,

AND WHEREAS, Shri Jagmohan Bajranglal Agrawal re-constructed Residential House on the aboveasaid Plot No. 356 having Built Up Area of 131.44 Sqr. Mtrs. as per the Building Plan sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur vide Permit No. CS/616/3613 dated 29-01-1986,

AND WHEREAS, on expiration of the Original term of Lease, the Nagpur Improvement Trust has extended the same for a further term commencing from 01-04-1985 and ending on 31-03-2015 by executing a Indenture of Lease regarding the aforesaid Plot No. 356, which is duly registered at Sr. No. 5390/2010 in Book No. 1 on 21-10-2010 with Sub Registrar Nagpur No. 1,

AND WHEREAS, on expiration of the abovesaid term of Lease, the Nagpur Improvement Trust has extended the same for a further term commencing from 01-04-2015 and ending on 31-03-2045 by executing a Indenture of Lease Renewal regarding the aforesaid Plot No. 356, which is duly registered at Sr. No. 5426/2017 in Book No. 1 on 10-08-2017 with Sub Registrar Nagpur No. 1,

AND WHEREAS, the Vendors hereinabove named purchased the abovesaid Plot No. 356 admeasuring 394.740 Sqr. Mtrs. alongwith construction thereon from Shri Jagmohan Bajranglal Agrawal vide Sale Deed dated 26-09-2019 registered at Sr. No. 6655/2019 in Book No. 1 on 26-09-2019 with Sub Registrar Nagpur No. 4, and prior to that Agreement to Sell dated 26-10-2018 registered at Sr. No. 4692/2018 in Book No. 1 on 26-10-2018 with Sub Registrar Nagpur No. 3 by paying requisite Stamp Duty of Rs. 18,90,000/- & Registration Fee of Rs. 30,000/- thereon,

AND WHEREAS, the Vendors have decided to develop the aforesaid Plot No. 356 into a COMMERCIAL CUM RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein,

AND WHEREAS, the Vendors have added 394.740 sqr. Mtrs. Metro FSI to the available F.S.I. od above said Plot No. 356 admeasuring 397.740 Sqr. Mtrs.,

AND WHEREAS, the Vendors have prepared a Plan of a Multistoried Building proposed to be constructed on the said Plot of land and the same is duly sanctioned by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide Building Permit No. 301/BP/Ambazari/TP/NMC/549 dated 31-08-2019,

AND WHEREAS, the Vendors have placed the abovesaid Plot alongwith Multistory Building thereon titled “RADHE ENCLAVE” under the Apartment Ownership Scheme and executed a Deed of Declaration under the Maharashtra Apartment Ownership Act, 1970 registered at Sr. No. 6656/2019 in Book No. 1 on 26-09-2019 with Sub Registrar Nagpur No. 4,

AND WHEREAS, the Vendors have floated a Scheme for construction of Multistory Building on the abovesaid plot named and titled as “RADHE ENCLAVE”,

AND WHEREAS, the Vendors are entitled to construct building on the abovesaid plot and to book the apartments and to receive advances from the prospective purchasers and to enter into agreements with them to sell the undivided share and interest in the abovesaid plot proportionate to the construction area and Carpet area of the Superstructure of the units to be acquired by them,

AND WHEREAS, the Purchaser hereinabove named has satisfied himself in respect of the Vendor’s title to the said property as good, valid and marketable,

AND WHEREAS, "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment,

AND WHEREAS, on demand from the Purchaser, the Vendors has given inspection to the Purchaser of all the documents of title relating to the project land and

the plans, designs and specifications prepared by the Vendor's Architect. The Purchaser has, prior to the execution of Agreement to Sell hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors and satisfied himself about the title of the Vendors to the said Property and/or right of the Vendors to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors,

AND WHEREAS, the Purchaser is interested in acquiring _____ in the abovesaid Building and has booked unit no _____ on _____ Floor having _____ Sqr. Mtrs. Usable Carpet Area, alongwith _____ Undivided Share and Interest in the plot of land with the Vendors, and the cost of Apartment is decided at Rs. _____ (Rupees One _____Only) and both the parties desire to reduce the terms and conditions of the agreement into writing,

NOW THEREFORE THIS AGREEMENT TO SELL OF AN APARTMENT WITNESSES and it is hereby agreed by and between the parties as under:

1(a). THAT, the Vendors shall sell and the Purchaser shall purchase ALL THAT R.C.C. Superstructure bearing Unit No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area, in the building named and styled as "RADHE ENCLAVE", alongwith _____% Undivided Share and Interest in ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 356 admeasuring 394.740 Sqr. Mtrs. in Civil Station Expansion Scheme, being a portion of entire land bearing Khasra Nos. 73 to 78, City Survey No. 558, Sheet No. 34 of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 981, Ward No. 73, situated at Gandhi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur, more specifically and elaborately described in the Schedule of Property hereunder for a consideration of Rs. _____/-.

1(b). THAT, the consideration Rs. _____/- (Rupees _____ Only) is to be paid by the Purchaser to the Vendors as under:

MANNER OF PAYMENT

The total Consideration agreed to be paid as above includes the Cost of Land share and the Cost of Construction.

1(c) THAT, the time is essence of contract and the installments are to be paid by the Purchaser timely on receipt of communication regarding the stage of Construction from the Vendors.

2. THAT, the above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the Vendors by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carrying out the Project payable by the Vendors) upto the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendors all such Taxes & Insurance Premium as and when demanded and shall always keep the Confirming Party indemnified against the same. The Taxes are payable simultaneously with the payment of each installment.

4. THAT, the Vendors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendor shall indemnify the Purchaser for any loss that may be caused to him due to any defect in the title.

5. THAT, the Vendors have 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.

There are no encumbrances upon the project land or the Project.

There are no litigations pending before any Court of law with respect to the project land or Project.

All approvals, licenses and permits issued by the competent authorities with respect to the said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses 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 Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building and common areas.

6. THAT, the Vendors undertakes to execute the Sale Deed after completion of the building and handing over the possession as early as possible. The tentative date of possession is 25 /12/ 2023. Provided further that the Vendors shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, pandemic and epidemic, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7. THAT, the entire complex is submitted to the provisions of Mahrashtra Apartment Ownership Act and Deed of Declaration registered at Sr. No. 6656/2019 in Book No. 1 on 26-09-2019 with Sub Registrar Nagpur No. 4 and Purchaser undertakes to become member of the Apartment Association and for that purpose execute all relevant documents such as the Declaration Deed, the Apartment Deed and Byelaws of the Association.

8. THAT, the Purchaser has seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and he has understood and satisfied about the same and shall not question on this count anywhere in future.

9. THAT, the Purchaser further covenants that after the sale deed is executed, he shall be solely responsible and liable for payment of separate Municipal Taxes, proportionate N.I.T. Ground Rent, Cesses and other taxes that may be assessed on his share in the property. If the Purchaser fail to execute the sale deed within the stipulated period or within the time notified by the Vendors for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession and/or execution of the Sale Deed whichever is earlier.

10. THAT, the Purchaser further undertakes to give his maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. Initially he should deposit Rs._____/- (Rupees _____ Only) (interest free) towards maintenance at the time of possession. If the Purchaser fail to take the possession within the stipulated period, the maintenance charges on his block will become payable from the date notified for possession and it will be recovered at the time of possession.

11. THAT, the Purchaser has to pay Extra Rs. _____/- (Rupees _____ Only) for electricity meter charges and electricity network to the Vendors before registration of Sale Deed. This rate is based on existing rates of MSEDCL in case the rates tariff is revised this amount will be revised accordingly.

12. THAT, the Purchaser has to pay Extra Rs. _____/- (Rupees _____Only) for Common NMC Water Connection Charges to the Confirming Party before registration of Sale Deed. This rate is based on existing tariff of NMC. In case NMC tariff is revised this amount will be revised accordingly.

13. THAT, as soon as the Apartment is ready and complete for occupation, the Party No. 1 shall notify to Party No. 2 in writing the date and time for taking possession thereof and on receiving such information the Party No. 2 shall pay the last installment and the balance of previous installments and incidental charges if any (with penalty if any) and take possession of the apartment. Even if the Purchaser

doesn't take the possession of the Apartment still he has to pay the maintenance charges as decided by the Developer from the date of intimation of possession date.

14. THAT, the Purchaser has to pay Goods and Service Tax as per the percentage fixed by the Central Government of the total cost of the Apartment or as applicable at the time of payment of each installment or as applicable to the Vendors.

15. THAT, the Purchaser shall be liable for payment of Cesses and Levies which are applicable for the type of transaction and which Central, State Government or Local Competent Authority may impose in future.

16. THAT, One Car Parking for the Apartment would be allowed in Parking Area.

17. THAT, the Vendors hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the percentage of land shall stand revised to the extent of revised percentage as per sanction of revised building plan. The Vendors reserve right to utilize the same and the Purchaser hereby consents for consuming the increased FSI.

18. THAT, the Vendors shall always has a right to get the benefit of additional or unutilized or future F.S.I. or make use of the TDR as sanctioned by the concerned authorities, as and when required, to make the additional floors/units, additions, alterations, raise storeys, put up additional structures. Such additional structures and storeys will be the sole property of the Vendors alone who will be entitled to use the terrace including parapet wall for any purpose and the Purchaser hereby consent for consuming the increased FSI. The Purchaser shall not raise any objection or claim or any abatement in the price of the premises greed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Confirming Party. However the area of Apartment agreed to be sold to the Purchaser shall always remain the same, only the undivided percentage in land will change.

19. THAT, the Vendors may revise the sanction plan in due course and the percentage of undivided land attributed to his Apartment may stand revised as per revised plan. The Purchaser hereby consents for such revision.

20. THAT, the Purchaser agrees to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendors or the Co-operative Housing Society for Maintenance.

21. THAT, it is understood by the Party No. 2 that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work and particularly described in specifications attached hereto in the Schedule. It is understood by the Party No. 2 that short comings inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will be not be treated as defects. Further it is agreed by the Party No. 2 that on account of practical constraints there will be allowance of plus or minus Ten percent variation in dimensions shown in the

sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Party No. 2 for such variation.

22. THAT, the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the Vendors and other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

23. THAT, it shall be the duty of the Purchaser and the Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Confirming Party or the Purchaser, as the case may be.

24. THAT, in case there are Joint Purchasers all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

25. THAT, it is understood by the Purchaser that the Vendors shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendors shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

26. THAT, provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendors shall not be liable for make good of the defect.

27. THAT, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

28. THAT, for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

29. All the expenses for execution and Registration Stamp Duty, Registration Fee and Professional Charges for Agreement to Sell, Sale Deed etc. are to be borne and paid by the Purchaser.

SPECIFICATIONS OF BUILDING CONSTRUCTION

STRUCTURE	R.C.C. frame structure
WALL	All outer 6" thick, C.C. Blocks or Bricks and 4.0" brick masonry partition walls.
PLASTERING	Plain cement plaster for outer and inner surface
DOORS	Decorative Flush Main Door frame in Teak Wood & Solid RCC Frame with Laminated flush Door for Each Room.
WINDOWS	Aluminum Sliding Windows with Grills, Glass, & Fitting and Fixture.
FLOORING	Vitrified tiles in all Rooms.
DADO	Bath and Toilet W.C. dado white glazed tiles upto 7"- 0" Height. /W.C. 7"–0" height dado with flooring of white glazed tiles./ Washbasin has 2" – 0" height glazed tiles dado. / 2" – 0" height white glazed tiles dado on Kitchen Otta.
SANITATION & PLUMBING	W.C. One orrisa white seat (20") with flush cock and one tap
KITCHEN	Kitchen Otta Granite Top with one Stainless Steel Sink.
BATH	Hot and Cold taps arrangement with head shower.
ELECTRIFICATION	Modular Switches with Concealed electrical wiring
	3.5(Three & Half) Point in each room, One point in passage area, One point in each balcony, sufficient light point in parking and common area.
PAINTING	Internal rooms with putting two coats and two coat of Plastic Paint and white wash in ceiling, balconies, parking common area and passage/ oil paint for all doors and windows grill etc. / External surface with Water Proof Cement Paint.
WATER ARRANGEMENT	Well, one sump at ground floor and one overhead tank at terrace
LIFT	1 Lift of Standard Make

SCHEDULE OF PROPERTY

Description of Plot:

ALL THAT piece and parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 356 admeasuring 394.740 Sqr. Mtrs. in Civil Station Expansion Scheme, being a portion of entire land bearing Khasra Nos. 73 to 78, City Survey No. 558, Sheet No. 34 of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 981, Ward No. 73, situated at Gandhi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur and bounded as under:

TOWARDS EAST : Road

TOWARDS WEST : Road

TOWARDS NORTH : Plot No. 355-A

TOWARDS SOUTH : Plot No. 356-A

Description of Apartment:

ALL THAT R.C.C. Superstructure bearing Unit NO _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area, in the building named and styled as "**RADHE ENCLAVE**", alongwith _____ % Undivided Share and Interest in the abovesaid plot of land, and bounded as under:

In witness whereof the parties to this Deed have put their signatures at Nagpur on the day abovewritten in the presence of two attesting witnesses.

For M/s. Radhe Buildcon

(Brajesh Shankar Murarka)

(Arvind Ukha Patil)
PARTNERS
VENDORS / PARTY No. 1

(_____)
PURCHASER / PARTY No. 2

WITNESSES:

1. _____

2. _____