AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ Day of NOVEMBER, 2020 BETWEEN (1) SHRI. PRAKASH S/o LATE SHRI. NARAYAN DEOSARKAR, Aged 76 Years, Occupation - Business **(PAN AAMPD5771B & AADHAR 9969 2650 5295)**, (2) SHRI. NIKHIL S/o PRAKASH DEOSARKAR, Aged 46 Years, Occupation – Business **(PAN AAMPD5772C & AADHAR 2348 1112 6593)**, AND (3) SHRI MANGESH S/o PRAKASH DEOSARKAR, Aged 41 Years, Occupation – Business **(PAN ABMPD6923A & AADHAR 7000 0517 1159)**, All Residents of Punyai, Plot No S-1, Suyog Mangal Karyalaya, West High Court Road, Laxmi Nagar, Nagpur-440022, Tahsil and District – NAGPUR, all acting through their duly Constituted Attorney M/S. SHREE HOME MAKERS represented through its Sole Proprietress MRS. SWATI W/o ASHUTOSH NAIK, Aged 44 Years, Occupation - Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AFYPN6465P & AADHAR 6497 4465 2069)**, hereinafter all 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 ONE PART.

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MRS./SHRI. _____ W/o-S/o _____, Aged ____ Years, Occupation - _____, Resident of _____, Nagpur, Tahsil and District - NAGPUR (PAN _____ & AADHAR _____), 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. SHREE HOME MAKERS, A Proprietary Concern having its Office at M-8, Vasant Nagar, S. A. Road, Nagpur and acting through its Sole Proprietress MRS. SWATI W/o ASHUTOSH NAIK, Aged 44 Years, Occupation :- Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AFYPN6465P & AADHAR 6497 4465 2069)**, hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PROPRIETARY CONCERN and its PROPRIETRESS, as well as, her heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART

WHEREAS the Vendors hereinabovenamed are the Members of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, A Society duly Registered under the Societies Act II of 1912 bearing Registration No. 321 having its Registered Office at Rani Laxminagar, Nagpur; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'S' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 13000 Sq. Ft (OR 1207.7 Sq.Mtrs.) (As per City Survey Records the area is 1268.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri. Krishna S/o Shankarrao Deosarkar, having purchased the same by him from The Scientific Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 5-12-1959, which is duly Registered in the Office of the Joint Sub-Registrar Nagpur in Addl. Book No. I, Volume No. 625 on Pages 85 to 91 at Sr. No. 4539 on 7-12-1959; AND

WHEREAS the aforesaid entire land comprising Kh. Nos. 4/1, 4/2, 7/2, 25/1 and 26/1-2-3-4 is converted for Non-Agricultural (Residential) Use by the Sub-Divisional Officer, Nagpur vide his Order Dated 16-10-1976 passed in Revenue Case No. 104/A-2/1966-67; AND

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WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement Dated 13-4-1942 and 22-2-1952 made between the said Society and the Nagpur Improvement Trust, Nagpur AND

WHEREAS the said Shri. Krishna S/o Shankarrao Deosarkar lateron transferred the aforesaid property by way of Gift to Mrs. Prabhavati W/o Narayanrao Deosarkar by a Gift Deed Dated 11-2-1961, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 707 on Pages 32 to 38 at Sr. No. 131 on even date; AND

WHEREAS the said Mrs. Prabhavati W/o Narayanrao Deosarkar lateron constructed a Residential House and a Multipurpose Hall known as Suyog Mangal Karyalaya on the said Plot No. 1 in Block 'S' covering a total Built-up area of about 696.75 Sq. Mtrs. bearing Corporation House No. 346, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/766/4264 Dated 30-6-1992; AND.

WHEREAS during her life time the said Mrs. Prabhavati W/o Narayanrao Deosarkar executed her LAST WILL AND TESTAMENT on 3-7-1995 and thereby she had bequeathed the Undivided 33.34 Percent share and interest in the said entire property to her son Shri. Prakash absolutely forever with heritable and transferable rights therein. By the same Will she had bequeathed the Undivided 33.33 Percent share and interest in the said property to her Grandson Shri. Nikhil S/o Prakash Deosarkar absolutely forever with heritable and transferable rights therein. In the like manner she had bequeathed the remaining Undivided 33.33 Percent share and interest in the said property to her another Grandson Shri. Mangesh S/o Prakash Deosarkar absolutely forever with heritable and transferable rights therein. The said Will Dated 3-7-1995 is duly Registered in the Office of the Sub-Registrar, Nagpur-6 in Addl. Book No. 3, Volume No. 1 on Pages 124 to 127 at Sr. No. 12(P) on even date; AND

WHEREAS the said Scientific Co-operative Housing Society Limited, Nagpur lateron transferred a Conservancy Lane admeasuring East-West 98 Ft. and North-South 5 Ft. equal to 490 Sq. Ft. (OR 45.521 Sq. Mtrs.) lying on the Northern Side of the said Plot No. 1 in Block 'S' by way of Sale to Mrs. Prabhavati W/o Narayanrao Deosarkar by a Sale Deed Dated 13-10-2006, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1, in Book No. 1 at Sr. No. 6100 on even date. On regularisation of the said Plot No. 1 in Block 'S' the total area of the said Plot is 13490 Sq. Ft. (OR 1253.221 Sq.Mtrs.) (As per City Survey Records the area is 1266.70 Sq. Mtrs.); AND

WHEREAS the said Smt. Prabhavati W/o Late Shri. Narayanrao Deosarkar breathed her last on 25-1-2016 (her husband Shri. Narayan S/o Pandurang Deosarkar

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pre-deceased her on 25-1-1995) and consequent upon her death/demise her aforesaid son Shri Prakash and Grandsons Shri. Nikhil and Shri Mangesh Both Sons of Prakash Deosarkar, the Vendors hereinabovenamed, have become the joint/co-owners of the said entire property in terms of her Last Will Dated 3-7-1995. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their names in all relevant records; AND

WHEREAS the Vendors lateron decided to develop the aforesaid property into a COMMERCIAL/RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various Shops/Chambers/Offices and self contained separate Apartments therein. And accordingly by an Agreement of Development and Sale Dated 6-9-2018 they have jointly entrusted the entire work of Development of the said property to M/s. Shree Home Makers, the Confirming Party hereinabovenamed, upon the several terms and conditions contained therein. The said Agreement of Development and Sale Dated 6-9-2018 is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5395 on even date on payment of requisite Stamp Duty of Rs. 90,00,000/- and Full Registration Fees of Rs. 30,000/- payable thereon. In pursuance of the said Agreement the Vendors have also executed a General Power of Attorney regarding the development of the said property in favour of the Confirming Party on 6-9-2018 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5396 on even date. AND

WHEREAS by the same Agreement the Vendors 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 of land in favour of each such individual buyer as may be nominated by the Confirming Party hereto; AND

WHEREAS in pursuance of the said Agreement the Confirming Party has accordingly prepared a Plan of a Multistoreyed building proposed to be constructed on the said Plot No. 1 in Block 'S' and to be known and styled as "SHREE YOGIRAJ'S SUYOG PALACE" and the same is duly sanctioned by the Assistant Director, Town Planning Department of the Nagpur Municipal Corporation vide his Building Permit No. 265/BP/Ajni/TP/NMC/580 Dated 12-11-2020. Shri. Harish S/o Late Shri Mohan Kalkar, Resident of Plot No. 150, Shivaji Nagar, Nagpur bearing Registration No. CA/92/15148 has been appointed as an Architect of the proposed Project; AND

WHEREAS the Confirming Party has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. _____ Dated _____; AND

WHEREAS the Vendors and the Confirming Party do hereby jointly and severally declare that the aforesaid property is absolutely free from encumbrances of

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all kinds whatsoever. The said property is Freehold land. The Confirming Party has not availed any Project Finance/any Financial assistance against the aforesaid property from any Financial Institutions. AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors' title to the said property as good, valid and marketable. The Confirming Party has given the inspection of all the relevant title deeds, legal papers, sanctions and permissions accorded by the sanctioning authority to the proposed project to the Purchaser to her/his full satisfaction. AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Building. The Purchaser has satisfied herself/himself regarding the Carpet Area of the proposed Apartment and proportionate share in land to be allotted to such Apartment by the Confirming Party. AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed Building proposed to be constructed on the said Plot of land for her/his Residential Use 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. 1 in Block 'S' 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 "SHREE YOGIRAJ'S SUYOG PALACE" and after detailed negotiations she/he has also specifically and unconditionally agreed to pay, provide and contribute the entire agreed 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 HERETO 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. 1 in Block 'S' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 13490 Sq. Ft. (OR 1253.221 Sq. Mtrs.) (As per City Survey Records the area is 1266.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 8 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No _____ covering a Built-up area + Excess Balcony area of _____ Sq. Mtrs. (Carpet area of

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_____ Sq. Mtrs.) on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "SHREE YOGIRAJ'S SUYOG PALACE", alongwith Car Parking allotted to the said Apartment, bearing Corporation House No. 340, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI, situate at Scientific Socety, Ram Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 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 increase inspite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Confirming Party towards Booking by Cheque No. _____ Dated -11-2020 Drawn on _____ Bank _____ Branch, Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Confirming Party.

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

Rs. _____ (Rupees _____) Only agreed to be paid by the Purcheser to the Confirming Party on or before casting of Ground Floor Slab.

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

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

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

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Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of individual Brick work.

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

Rs _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party on or before completion of Finishing Work

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party before taking over actual possession of the chosen Apartment OR at the time of Registration of the Sale Deed, whichever is earlier.

Rs. _____ **(TOTAL RUPEES _____ ONLY).**

The aforesaid total sale consideration is exclusive of the charges for Deposits and installations of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. which will be separately borne and paid in full by the Purchaser to the Confirming Party on demand and shall always indemnify the Confirming Party against such payments/dues/penalties etc.

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to it 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 Office/Living Kitchen Unit/Apartment Togetherwith the Undivided proportionate share and interest in the said Plot of land to any other intending buyer after giving due intimation or notice to the Purchaser and in such event the Confirming Party shall within 30 Days 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 therefrom a fixed sum of Rs. 10,00,000/- (Rupees Ten Lac) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by it shall not be a ground for non payment of any of the installments on due stages.

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(3) THAT the Undivided _____ Percent 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 with due investigation and verification. 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 Schedule hereunder written and be sold subject to outgoing agreements, restrictions and rights of the Vendors and the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be 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.

(6) THAT it is understood by the Purchaser that by an Agreement Dated 6-9-2018 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, hindrance 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 Offices/Living Kitchen Units and self contained separate Apartments therein strictly in accordance with the plan sanctioned by the Assistant Director, Town Planning Department of the Nagpur Municipal Corporation and the Specifications mentioned in ANNEXURE - A appended thereto. 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 have/has reserved their/its right to revise the sanctioned Plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation. The Purchaser hereby assures the Vendors/Confirming Party that it shall accord her/his voluntary consent and shall extend all the necessary and reasonable co-operation to get the Revised Building Plan duly sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation. The Vendors/Confirming Party shall have every right, on obtaining prior approval of the Purchaser to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary in relation to any unsold premises out of the said Building

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(9) THAT the Purchaser has finally chosen to own and possess the Apartment No _____ on the _____ FLOOR of the proposed building more particularly described in the Second Schedule hereunder written.

(10) THAT the Confirming Party shall complete and make the Apartment chosen by the Purchaser available for her/his occupation strictly on or before _____ failing which the Confirming Party shall pay a sum at the rate of Rs. 25,000/- Only Per Month by way of liquidated damages to the Purchaser with effect from _____ till the date of handing over actual possession of the said Apartment to her/him. However the Confirming Party shall be entitled to reasonable extension of time for delivery of possession of the said Apartment to the Purchaser on the stipulated date, if the completion of the building is delayed on account of –

i. War, Civil Commotion or act of God.
ii Any Notice, Order, Rule, Notification of the Government/Other public or competent authority/any Court
iii. Delay in procuring Government statutory permission and compliances including Occupancy Certificate/Completion Certificate

If the Purchaser fails to take the actual physical possession of the said Apartment on stipulated date, then in such event the Purchaser shall be liable to pay the applicable maintenance charges to the Confirming Party or the Association of Office/Living Kitchen Unit/Apartment Owners, without assigning any reason or excuse.

(11) 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 Deposits and charges for installation of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc are paid by her/him in full to the Confirming Party. The Confirming Party may install a Transformer for the aforesaid Building, if the same is advised by Maharashtra State Electricity Board. The Transformer Charges and installation charges shall be separately borne and paid by the Purchaser proportionately. In the like manner the Purchaser shall also pay the proportionate charges for the fire safety device which may be installed in the said Multistoreyed Building proposed to be constructed on the said Plot of land.

(12) THAT the Confirming Party shall be exclusive incharge of the construction without any let 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.

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(13) 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.

(14) THAT for the purpose of giving clear Title over the Aparimeni chosen by the Purchaser and each of the other buyers in the said building, the Vendors have executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970 which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 6397 on 19-11-2020. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

(15) 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 Office/Living Kitchen Unit/Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(16) THAT the available open space, the common areas and common facilities as may be provided in the said building shall be of common use of all the Office/Living Kitchen Unit/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 Office/Living Kitchen Unit/Apartment Owner or Owners.

(17) 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 therefrom a fixed sum of Rs. 10,00,000/- (Rupees Ten Lac) Only by way of liquidated damages within 30 Days from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent 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(s) as may be approved by the Confirming Party with due notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Confirming Party that even after her/his taking over the actual possession of 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 any way in carrying on and completing the work of other Offices/Living Kitchen Units/Apartments in the said Building and keeping building materials on the available open land.

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(19) THAT the Vendors/Confirming Party reserve/s their/its right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Plot of land is increased at any time in future and in such event the Purchaser shall not prevent or obstruct the Vendors/Confirming Party in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Offices/Living Kitchen Units/Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. The Purchaser hereby undertakes to extend the unconditional co-operation in this behalf to the Vendors/Confirming Party. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(19)(a) THAT the Confirming Party alone shall have full right, absolute authority and unfettered discretion to use, utilize and consume the FSI available to the said Plot of land and/or TDR or any other benefit for construction on the said Plot of land as may be permitted by law and the sanctioning authority. In such event the Confirming Party shall be at full liberty to construct additional Structures and Floors on the proposed Building as it may desire and deem fit and proper without disturbing the Carpet Area hereby agreed to be sold by the Vendors/Confirming Party to the Purchaser. The Purchaser hereby undertakes to extend the unconditional co-operation to the Vendors/Confirming Party for obtaining the revised Building Plan duly sanctioned from the sanctioning authority. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Offices/Living Kitchen Units/Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(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 from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

(21) THAT the Vendors/Confirming Party shall deliver the actual possession of the Undivided share and interest in the said Plot of land Togetherwith Apartment No _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his nominee(s) 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. A Sale Deed shall be executed and duly Registered on receipt of Occupancy Certificate/Completion Certificate from the sanctioning authority. 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.

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(22) THAT the Vendors/Confirming Party do/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 Goods and Service Tax etc. and all other taxes and cesses that may be levied and payable at the time of Registration from her/him, they/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 No ____ on the _____ FLOOR 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.

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

(24) THAT the Purchaser shall pay proportionate share of Non-Agricultural Assessment 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.

(25) 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 shall 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.

(26) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brick Work and particularly described in specifications 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 foolings 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 1 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.

(27) 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 said Apartment and proper claim regarding this shall directly be made by the Purchaser to

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the manufacturer of such items keeping the Confirming Party indemnified against the same However the Confirming Party shall install standard proprietary items and shall also see that they are properly working at the time of installation

(28) 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

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

(30) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be settled by negotiations. In case of failure to settle the dispute amicably, then in such event the same shall be referred to The Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016

(31) THAT the Vendors/Confirming Party do/does hereby covenant with the Purchaser as under :-

i The Vendors have absolute, clear and marketable title with respect to the project land as declared in the Title Report annexed to this Agreement and the Confirming Party has the requisite rights and authority to carry out development and construction upon the said land. The Vendors have absolute and legal possession of the project land. The Vendors have allowed and permitted the Confirming Party to develop the aforesaid Project land on the terms and conditions contained in Agreement Dated 6-9-2018

ii The Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project within the stipulated time.

iii. There are no encumbrances upon the project land

iv There are no litigations pending before any Court of law with respect to the aforesaid Project land

v All drawings, site plans, other drawings are as given to the Confirming Party by the appointed Architect, Structural Consultants, other consultants. The Confirming Party has thus disclosed the same to the Purchaser and the Purchaser is fully aware that the Professional

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liability has been undertaken by them individually with the Confirming Party which shall prevail on these Consultants individually or cumulatively if there is any loss/harm is caused to the Purchaser and based on these said details of the drawings and the calculations and areas shown, the Purchaser has agreed to purchase the said Apartment.

vi All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said building are 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 land and said building shall be obtained by 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 Project building and common areas.

vii. The Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Purchaser created herein, may prejudicially be affected.

viii. The Confirming Party has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the instant project land including the Project and the said Office/Living Kitchen Unit/Apartment/Plot which will in any manner affect the rights of Purchaser under this Agreement.

ix The Confirming Party declares that it is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

x At the time of execution of the sale deed, the Confirming Party shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers.

xi The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over and upon the Schedule Property.

xii. The Confirming Party has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other

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monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project to the Competent Authorities upto the date of possession or upto the date of registration of the Sale Deed of the said Apartment in favour of the Purchaser or her/his nominee(s)

xiii No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Confirming Party in respect of the said Land and/or the Project except, those disclosed in the title report

(32) THAT the Purchaser does hereby covenant with the Vendors/Confirming Party as under :-

i To maintain the said Apartment at her/his own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of Concerned Local or any Other Authority

ii Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the Concerned Local or Other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building including entrance of the said Building and in case any damage is caused to the Building or the said Apartment on account of negligence or default of the Purchaser in this behalf. The Purchaser/s shall be liable for the consequences of the breach

iii. To carry at her/his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Vendors/Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be against the rules and regulations and bye laws of the Concerned Authority or Other Public Authority. In the event of the Purchaser's committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the Concerned Local Authority and/or Public Authority

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iv. Not to demolish or cause to be demolished the said Apartment or any part thereof nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pards or other structural changes in the said Apartment without the Prior written permission of the Confirming Party and/or the Association

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in Premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated

vii. Pay to the Confirming Party within 7 (Seven) days of demand by the Confirming Party, its share of Security Deposit demanded by Concerned Local Authority or Government or giving water, electricity or any other service connected to the building in which the said Apartment is situated.

viii To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or Other Public Authority, on account of change of User of the said Apartment by the Purchaser

ix. The Purchaser shall observe and perform all the rules and regulations which the said Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes.

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expenses or other outgoings in accordance with the terms of this Agreement.

x. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound.

xi. Not to fix air conditioners at place other than earmarked for fixing such premises or at any other place which affects the elevation of the said Building in any manner whatsoever.

xii. Not to shift/change location of Kitchen and toilets which affects drainage system of the said Building in any manner whatsoever.

xiii. Notwithstanding anything herein contained the Vendors and/or the Confirming Party shall not be liable for any defect or damage caused to the said Apartment or said Building or to rectify any such defect caused as a result of any change, repairs or alteration carried out by the Purchaser. The liability of the Confirming Party hereunder shall forthwith cease in the event the Purchaser makes any such change or carries out any repairs or alteration to the said Apartment or to the said Building without the prior written consent of the Confirming Party.

xiv. The Purchaser shall permit the Vendors/Confirming Party and its employees, servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the said Building or any part thereof to view and examine the state and condition thereof.

xv. To bear and pay local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and or other public Authority on account of change of User of the said Apartment and the Purchaser hereby agree(s) to indemnify the Vendors and/or the Confirming Party against all costs, charges and expenses and/or damages etc. suffered or incurred by the Vendors and/or the Confirming Party in respect hereof.

xvi. The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-Laws for the time being the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and

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performance all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment and the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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

(35) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur

(36) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees and other Miscellaneous Expenses payable thereon have been agreed to be borne and paid by the Purchaser

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 1 in Block 'S' out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 13490 Sq. Ft. (OR 1253.221 Sq. Mtrs.) (As per City Survey Records the area is 1256.70 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI P.S.K. 9, bearing Corporation House No. 346, City Survey No. 171 and Sheet No. 33 of Mouza – AJNI situate at Scientific Society, Rani Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	**ROAD.**
ON THE WEST	-	**PLOT NO. 2 IN BLOCK 'S'.**
ON THE NORTH	-	**PLOT NO. 19 IN BLOCK 'S'.**
ON THE SOUTH	-	**ROAD.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed on the aforesaid Plot No. 1 in Block 'S' and to be known and styled as "SHREE YOGIRAJ'S SUYOG PALACE" covering a Built-up area + Excess Balcony area of _____ Sq. Mtrs. (Carpet area of _____ Sq. Mtrs.) alongwith Car Parking allotted to the said Apartment including/excluding share in Staircase and Balconies for Upper Floors

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THIRD SCHEDULE
(List of Common areas and facilities)

A. COMMON AREAS AND FACILITIES:-

1. Staircase and Landings
2. Corridors
3. Lifts
4. Lift Lobby and Landings
5. Main entrance lobby
6. Common electric meter
7. Overhead water tanks located above the top floor level of the building, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
8. Drainage, storm water drain, watchman cabin, underground water tank with pumping arrangement
9. Open front space at the ground floor level.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1)_____

(MRS. SWATI ASHUTOSH NAIK)
Sole Proprietress of M/s. Shree Home Makers
As a duly Constituted Attorney for the
Vendors hereinabovenamed
VENDORS

(2) _____

(_____)
PURCHASER

FOR M/S. SHREE HOME MAKERS

(MRS. SWATI ASHUTOSH NAIK)
Proprietress
CONFIRMING PARTY

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