# AGREEMENT TO SELL

**Purchase Value/Valued at Rs. _____/-**

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

Mouza: Pandharabodi, City Survey No. 615, Sheet No. 30, Item No. 22.348/30, Page No. 726 of R.R., Rate Rs. _____/- per Sqr. Mt. for Residential Apartment.

Deed of Declaration registered at Sr. No. 4420/2016 Dated 16-08-2016 with Sub Registrar Nagpur No. 4.

THIS AGREEMENT TO SELL OF AN APARTMENT is made and executed at Nagpur on this ___ day of November, 2020.

**BETWEEN**

**(1). M/s. SINHRAJ BUILDERS AND DEVELOPERS PRIVATE LIMITED** (PAN: AAOCS1540A), A Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at _____, Nagpur-4400___ acting through its **Director SHRI PRITHVIRAJ S/o DEVENDRA MULIK**, aged about 36 years, Occupation: Business, R/o "Daulat", Rahate Colony, Jail Road, Nagpur - 440022 hereinafter called as the Vendor No. 1 and **(2). SHRI DINESH S/o CHANDANLAL SIRIYA**, aged about 56 Years, Occupation: Business and **(3). SHRI SUSHIL S/o CHANDANLAL SIRIYA** (PAN:AOEPS4599E), aged about 52 years, Occupation: Service, Both R/o Plot No. 176, L.I.T. Road, Ramnagar, Nagpur-440033 hereinafter both jointly called as the Vendor No. 2 both acting through their duly constituted attorney **M/s. Sinhraj Builders and Developers Private limited** through its **Director Shri Prithviraj S/o Devendra Mulik**, aged about 36 years, Occupation: Business, R/o "Daulat", Rahate Colony, Jail Road, Nagpur - 440012, hereinafter all jointly called as the **VENDORS** or **PARTY No. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendors as well as their heirs, successors, legal representative, administrators, executors, and assigns etc.) the Party of the FIRST PART,

**AND**

_____, aged about ___ years, Occupation: _____, R/o _____ hereinafter 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,

**AND**

**M/s. SINHRAJ BUILDERS AND DEVELOPERS PRIVATE LIMITED**, (PAN: AAOCS1540A) A Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at "Daulat", Rahate Colony, Jail Road, Nagpur - 440022, acting through its **Director SHRI PRITHVIRAJ S/o DEVENDRA MULIK**, aged about 36 years, Occupation: Business, R/o "Daulat", Rahate Colony, Jail Road, Nagpur - 440012 hereinafter called as the **CONSENTOR** or **PARTY No. 3** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Company and its Directors, as well as its legal representatives, liquidators, executors, administrators, successors and assigns etc.) the Party of the THIRD PART,

**WHEREAS**, the Vendors are owners and in possession of ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 176 admeasuring 431.070 Sqr. Mtrs. in Civil Station Expansion Scheme of N.I.T., Telankhedi Layout, Mouza: Pandharabodi, City Survey No. 615, Sheet No. 30, bearing Nagpur Municipal Corporation House Nos. 583/B and 584, Ward No. 69, situated at L.I.T. Road, Ram Nagar, Nagpur-440033, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur,

**AND WHEREAS**, abovesaid Plot No. 176 admeasuring 431.070 Sqr. Mtrs. originally belonged to Shri Dattatraya Walaji Thakre having acquired the same by him from the Nagpur Improvement Trust, Nagpur on Leasehold Rights for a term commencing from 27-02-1959 and ending on 31-03-1989 by a duly registered Indenture of Lease dated 21-11-1959,

**AND WHEREAS**, on expiration of original term of Lease, the Nagpur Improvement Trust, Nagpur lateron extended the same for a further term commencing from 01-01-1989 and ending on 31-03-2019 by executing a renewed Indenture of Lease regarding the aforesaid property in favour of Shri Dattatraya Walaji Thakre and Smt. Mrudul Jayant Aloni jointly vide Lease Indenture dated 02-07-1990 registered at Sr. No. 9867 (P) in Additional Book No. I, Volume No. 1752 on Pages 130 to 132 on 01-08-1990 with Joint Sub Registrar Nagpur City-2,

**AND WHEREAS**, during his life time the aforesaid Shri Dattatraya Walaji Thakre executed his LAST WILL AND TESTAMENT on 15-07-1995 and thereby he

bequeathed his share in the aforesaid property comprising abovesaid Plot No. 176 to his Wife Smt. Anusayabai Thakre and Son Shri Arun Thakre forever with heritable and transferable rights therein and the said Will is duly registered at Sr. No. 9 in Book No. 3 on 15-07-1995,

**AND WHEREAS**, the aforesaid Shri Dattatraya Walaji Thakre died on 11-10-1995 and consequent upon his death his Widow Smt. Anusayabai Thakre and Son Shri Arun Thakre became the joint/co-owners of the aforesaid property in terms of the aforesaid Will dated 15-07-1995,

**AND WHEREAS**, during the course of time aforesaid Smt. Anusayabai Thakre left for heavenly abode on 13-04-2000 and consequent upon her death, her aforesaid Son Shri Arun Dattatraya Thakre became the Owner of the aforesaid property with heritable and transferable rights therein,

**AND WHEREAS,** M/s. Nair Coal Services Limited purchased Plot of land admeasuring 215.528 Sqr. Mtrs. / 2320 Sqr. Fts. togetherwith R.C.C. construction standing thereon admeasuring 94.80 Sqr. Mtrs. / 1020 Sqr. Fts. Built Up, out of abovesaid Plot No. 176 from Shri Janrao S/o Shankarrao Gawande vide Sale Deed dated 30-09-2004 registered at Sr. No. 2818/2004 on 30-09-2004 with Sub Registrar Nagpur No. 3,

**AND WHEREAS,** Shri Chandanlal S/o Liladhar Siriya purchased Plot of Land admeasuring 88.91 Sqr. Mtrs. / 957 Sqr. Fts. as per Sale Deed (88.44 Sqr. Mtrs. / 952 Sqr. Fts. as per City Survey Records) alongwith RCC construction thereon having Built Up Area of 51.03 Sqr. Mtrs. on Ground Floor, out of abovesaid Plot No. 176 from Mrs. Mrudula W/o Jayant Aloni vide Sale Deed dated 20-10-2004 registered at Sr. No. 3021/2004 in Book No. I, on 20-10-2004 with Sub Registrar Nagpur No. 3,

**AND WHEREAS,** M/s. Nair Coal Services Limited purchased Plot of land admeasuring 126.68 Sqr. Mtrs. / 1363 Sqr. Fts. togetherwith R.C.C. construction standing thereon admeasuring 149 Sqr. Mtrs. / 1603.24 Sqr. Fts. Built Up, out of abovesaid Plot No. 176 from Shri Arun S/o Dattatraya Thakre vide Sale Deed dated 13-06-2006 registered at Sr. No. 3434/2006 on 13-06-2006 with Sub Registrar Nagpur No. 5,

**AND WHEREAS**, the Vendor No. 1 M/s. Sinhraj Builders & Developers Pvt. Ltd. purchased Plot of Land admeasuring 342.29 Sqr. Mtrs. alongwith R.C.C. construction thereon from M/s. Nair Coal Services Limited vide Sale Deed dated 23-12-2013 registered at Sr. No. 7072/2013 on 23-12-2013 with Sub Registrar Nagpur No. 3,

**AND WHEREAS**, the aforesaid Shri Chandanlal S/o Liladhar Siriya entered into an Agreement of Development with M/s. Sinhraj Builders and Developers Private limited for developing the said property into Multistory Building containing self contained various apartments therein and has retained Three Shops on Ground Floor having approx. Super Built Up Area 58.52 Sqr. Mtrs. and One Office premises on First Floor having approx. 102.09 Sqr. Mtrs. in the proposed New Building, which is duly

registered at Sr. No. 3841/2014 on 23-06-2014 with Sub Registrar Nagpur No. 4 and Stamp Duty Rs. 1,64,200/- and Registration Fee Rs. 30,000/- paid,

**AND WHEREAS**, Shri Chandanlal S/o Liladhar Siriya have executed General Power of Attorney dated 23-06-2014 in favour M/s. Sinhraj Builders and Developers Private limited for implementation of abovesaid scheme, which is duly registered at Sr. No. 3842/2014 on 23-06-2014 with Sub Registrar Nagpur No. 4,

**AND WHEREAS**, during the course of time Shri Chandanlal S/o Liladhar Siriya gifted the said property to his Son (1) Shri Dinesh Chandanlal Siriya and (2) Shri Sushil Chandanlal Siriya vide Gift Deed dated 11-02-2015 registered at Sr. No. 1112/2015 in Book No. I on 11-02-2015 with Sub Registrar Nagpur No. 1, and by virtue of the Gift Deed they have become absolute joint owners of the abovesaid property,

**AND WHEREAS**, Shri Chandanlal S/o Liladhar Siriya died intestate at Nagpur on 26-03-2015,

**AND WHEREAS**, the names of Vendors are mutated in City Survey Records. Mouza: Pandharabodi, City Survey No. 615,

**AND WHEREAS**, the names of Vendors are mutated in Nagpur Improvement Trust Records,

**AND WHEREAS**, the name of Vendors are mutated in Nagpur Municipal Corporation Records. NMC House No. 583/B and 584, Ward No. 69,

**AND WHEREAS**, the aforesaid Vendor No. 2 are the legal heirs of Late Shri Chandanlal Liladhar Siriya and the Agreement of Development and General Power of Attorney executed and registered by their Father are binding on them as the unfinished task and therefore the Vendor No. 2 have confirmed the Agreement of Development executed and registered by their Father Late Shri Chandanlal Liladhar Siriya in favour of the Developer M/s. Sinhraj Builders and Developers Private limited by executing Deed of Confirmation dated 13-05-2016, which is duly registered at Sr. No. 2696/2016 on 13-05-2016 with Sub Registrar Nagpur No. 4 and also executed General Power of Attorney which is duly registered at Sr. No. 2697/2016 on 13-05-2016 with Sub Registrar Nagpur No. 4,

**AND WHEREAS**, accordingly the Consentors have prepared a Plan of a Multistoried Building proposed to be constructed on the said Plot of land to be known and styled as "SAMPANNA" and the same is duly sanctioned by the Assistant Commissioner, Dharampeth Zone No. II, Nagpur Municipal Corporation, Nagpur vide its Building Permit No. 531/D-Peth/Z.No. II/NMC/2016 dated 18-05-2016,

**AND WHEREAS**, the Vendors have placed the abovesaid Plot alongwith Multistory Building thereon titled "SAMPANNA" under the Apartment Ownership Scheme and executed a Deed of Declaration under the Maharashtra Apartment Ownership Act, 1970 registered at Sr. No. 4420/2016 on 16-08-2016 with Sub Registrar Nagpur No. 4,

**AND WHEREAS**, pursuant to said Agreement the Vendors and Consentors have floated a Scheme for construction of Multistory Building on the abovesaid plot and the said building is named and titled as **"**SAMPANNA**"**,

**AND WHEREAS**, the Consentors 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 Purchasers hereinabovenamed have satisfied themselves 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 for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment,

**AND WHEREAS**, on demand from the Purchasers, the Consentor have given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architect Shri Nitin M. Zade and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchasers have, prior to the execution of Agreement to Sell and Sale Deed hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Consentor and satisfied themselves about the title of the Vendors to the said Property and/or right of the Consentor to sell the same on ownership basis. The Purchasers hereby confirms that the Consentor have produced for inspection to the Purchasers, all information and documents and has made full and true disclosure as demanded by the Purchasers and the Purchasers are satisfied with the same and have no further or other information nor disclosure to be required from the Consentor,

**AND WHEREAS**, the Purchaser is interested in acquiring Residential Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the abovesaid building titled **"**SAMPANNA**"**, alongwith _____ % Undivided Share and Interest in the Plot of Land from the Consentors, and the cost of Apartment is decided at Rs. _____/-,

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

1. THAT, the Vendors and Consentors shall sell and the Purchasers shall purchase ALL THAT R.C.C. Superstructure bearing Residential Apartment No. ____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the building titled "SAMPANNA",

alongwith _____ % Undivided Share and Interest in ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 176 admeasuring 431.070 Sqr. Mtrs. in Civil Station Expansion Scheme of N.I.T., Telankhedi Layout, Mouza: Pandharabodi, City Survey No. 615, Sheet No. 30, bearing Nagpur Municipal Corporation House Nos. 583/B and 584, Ward No. 69, situated at L.I.T. Road, Ram Nagar, Nagpur-440033, 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. _____/- (Rupees _____ Only).

2. THAT, the Schedule of Payment is as under:

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

Rs. _____/- _____
_____.

_____

**Rs._____** **TOTAL** (Rupees _____ Only)

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

3. THAT, the time is essence of Contract and in case Purchaser fails to pay the amount of Installments as stated above, then the Consentors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by the Purchaser to the Consentors till date of cancellation or minimum Rs. 1,00,000/- per Unit whichever is more shall be forfeited to the Consentors, after giving full opportunity of making payment for a period of one month from the due date to the

Purchaser and balance 90 % will be refunded to them in installments on re-allotment of the said Unit to other prospective purchaser and within 6 months from the date of receipt of payment from him. If the Consentors fails to pay the amount within that period it will be subject to penalty @ at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis till the date of payment or refund to the Purchaser. However the Stamp Duty, Registration Fees, Professional Fees and Other Charges paid or spent by the Purchasers are subject to refund as per the provisions of The Maharashtra Stamp Act.

4. THAT, without prejudice to the Consentor's other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, the Purchaser shall be liable to pay penalty @ at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis on the overdue amount from the date of default till that amount is paid.

5. THAT, the above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the Consentor 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 Consentor) upto the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Consentor all such Taxes & Insurance Premium as and when demanded and shall always keep the Consentor indemnified against the same. The Taxes are payable simultaneously with the payment of each installment.

6. THAT, the Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Consentor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Consentor shall enclose the said Notification/Order/Rules/Regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

7. THAT, the Purchaser shall not be entitled to assign or mortgage their rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Consentors till they have been delivered possession after making full and final payment alongwith incidental payments, if any, to the Consentors and a conveyance has been executed in their favour. For intermittent transfers a Transfer Fee of 10 % of the amount paid by the Purchaser or minimum Rs. 1,00,000/- per Unit whichever is more would be charged subject to approval of the Nominated person by the Consentors.

8. THAT, the Vendors and Consentors 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 Vendors and Consentors shall indemnify the Purchaser for any loss that may be caused to him due to any defect in their title.

9. THAT, the Vendors/Consentors undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible. The tentative date of possession is _____ subject to all availability of Cement, Steel, Water, Electricity and other building materials and subject to strikes, civil commotion, force major and other natural causes beyond the control of Party No. 3.

10. THAT, the Vendors and Consentors hereby declare that the Plot alongwith the Multistory Building is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration is registered at Sr. No. 4420/2016 on 16-08-2016 with Sub Registrar Nagpur No. 4 and the Purchaser would automatically become member of the Apartment Association and have to abide by the provision of Maharashtra Apartment Ownership Act, 1970, Maharashtra Apartment Ownership Rules 1972 and Deed of Declaration and Bye-laws of the Association.

11. THAT, the Central Government has introduced Real Estate (Regulation and Development) Act, 2016 from 1st day of May, 2017 and the parties to the deed are bound to abide by the terms and conditions stipulated in the said Act.

12. THAT, the Purchasers have seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.

13. THAT, it is understood by the Purchasers that the Consentors shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchasers.

14. THAT, as soon as the Apartment is ready and complete for occupation, the Party No. 3 shall notify to Party No. 2 in writing the date and time for taking possession thereof and on receiving such information 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.

15. THAT, the Vendors/Consentors would not deliver the actual possession of the said Apartment to the Purchasers until the entire cost of construction including the charges for installation of Electric and Water meters, Legal Expenses, Stamp Duty and Registration fees, G.S.T. etc. are paid by them in full to the Vendors/ Consentors.

16. That the Purchasers have 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.

17. THAT, the Purchasers shall be liable for payment of Cesses and Levies which are applicable for the type of transaction and which Central or State Government or local competent authority may impose in future.

18. THAT, the Purchasers hereby specifically agrees with the Consentors that even after their taking over the actual possession of the Apartment chosen by them (on receipt of possession letter from the Consentors), they will not object or prevent or obstruct the Consentors in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

19. THAT, the Purchasers further covenants that after the sale deed is executed, they shall be solely responsible and liable for payment of separate Municipal Taxes, proportionate Ground Rent & N.A. Tax, Cesses and other taxes that may be assessed on their share in the property. If the Purchasers fails to execute the sale deed within the stipulated period or within the time notified by the Consentors for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.

20. THAT, the Purchasers further undertake to give their maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the Purchasers fails to take the possession within the stipulated period, the maintenance charges on their Apartment will become payable from the date notified for possession and it will be recovered at the time of possession. The Purchasers have to deposit Rs. _____/- (Rupees _____ Only) on this account with the Consenters before registration of Sale Deed.

21. THAT, the Purchasers have to pay common divided share for electricity network and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement, Municipal Water Connection, Individual Electricity Meter Security Deposit and Connection Charges for the Apartment and other allied work etc. to the Consentors amounting to Rs. _____/- (Rupees _____ Only) before registration of Sale Deed.

22. THAT, in case the Purchasers desires to terminate this agreement, they may do so, by giving one months notice in writing to the Consentors and in that case only 90 % of the amount paid till that date shall be refunded by installments on re-allotment of said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from them. If Consenters fails to pay the amount within the stipulated period, it will carry 6 % interest per annum from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchasers would be refundable as per provisions of The Maharashtra Stamp Act.

23. THAT, it is agreed by and between the parties that the breach of any of the terms and Conditions contained in this agreement by the Purchaser, the agreement shall automatically comes to an end ISPO FACTO, and no notice shall be required to be given to Purchasers for cancellation of allotment of their Apartment. The amount paid

by the Purchasers so far will be refunded after deducting therefrom 10 % of the amount paid till date.

24. THAT, the Vendors/Consentors hereby state that the percentage of Undivided land attributed to the Apartment booked by the Purchasers 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 said percentage of land stand revised as per revised building plan sanctioned by the Authority. The Vendors/Consentors reserve right to utilize the same and the Purchasers consents to the Vendors/Consentors in consuming the FSI.

25. THAT, the Consentors 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 Consentors alone who will be entitled to use the terrace including parapet wall for any purpose and the Purchaser shall not be entitled to 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 Vendors/Consentors.

26. THAT, the Vendors/Consentors are contemplating to revise the sanction plan in due course subject to approval from concerned authority i.e. Nagpur Municipal Corporation, Nagpur and the percentage of undivided land attributed to Purchasers Apartment shall stand revised as per revised plan. The Purchasers extend their consent to revise the sanction plan.

27. THAT, the Purchasers agrees to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor or the Co-operative Housing Society for Maintenance as per the 11 (4) (e) of RERA.

28. THAT, the Vendors/Consentors agrees to execute Sale Deed in favour of Purchasers or any other person nominated by the Purchaser subject to approval of Nominated Person by Vendors/Consentors and payment of Stamp Duty and Registration Fee as per rules.

29. 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/Consentors 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 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.

30. THAT, the Purchasers are prohibited from disturbing foundations, Columns, Beams, External Elevation, and other Common Installations while carrying interiors or otherwise.

31. THAT, the said Apartment is meant for residential purpose only as duly sanctioned by the competent authority and the Purchasers are prohibited from changing user of the said apartment for other purpose and if they change the User then they would be entirely responsible for the same.

33. 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-II. It is understood by the Party No. 2 that shortcomings 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 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 Five 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.

33. THAT, the additions and alteration in the Apartment would be carried out without disturbing the Frame Structure and Elevation of the Building and strictly on advance payment basis. However responsibility of defects arising out of these additions and alterations would rest on Purchaser.

34. THAT, without prejudice to the right of Consentor to charge interest in terms of sub clause 4 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Consentor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Consentor shall at their own option, may terminate this Agreement:

35. THAT, provided that, Consentor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Consentor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever.

36. THAT, provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 3 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

37. THAT it shall be the duty of the Purchaser and the Vendors/Consentor 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 Consentor or the Purchaser, as the case may be.

38. THAT, in case there are Joint Purchasers all communications shall be sent by the Consentor 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.

39. THAT, if within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Consentor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Consentor at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Consentor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Consentor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

40. 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 Consentor shall not be liable for make good of the defect.

41. THAT, any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

42. 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.

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

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

## SCHEDULE-I

**DESCRIPTION OF PROPERTY**

ALL THAT R.C.C. Superstructure bearing Residential Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the building titled "SAMPANNA", alongwith _____ % Undivided Share and Interest in ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 176 admeasuring 431.070 Sqr. Mtrs. in Civil Station Expansion Scheme of N.I.T., Telankhedi Layout, Mouza: Pandharabodi, City Survey No. 615, Sheet No. 30, bearing Nagpur Municipal Corporation House Nos. 583/B and 584, Ward No. 69, situated at L.I.T. Road, Ram Nagar, Nagpur-440033, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur and bounded as under:

| | | |
|---|---|---|
| TOWARDS EAST | : | Plot No. 175 |
| TOWARDS WEST | : | Plot No. 177 |
| TOWARDS NORTH | : | 30 Feet Wide Road |
| TOWARDS SOUTH | : | Road |

## SCHEDULE-II

**SPECIFICATION & AMENITIES**

| | |
|---|---|
| WALLS<br>(Red Bricks/Fly Ash) | External walls 150 mm Thick, Internal Walls 115 mm Thick. |
| STRUCTURAL SYSTEM | Earthquake Resistant R.C.C. frame structure. |
| PLASTER | External Plaster: 20 mm Thick Double Coat Sand Face Plaster /Smooth Finish Plaster & Architectural Finish.<br>Internal Plaster: 12 mm Thick Smooth Finish Plaster. |
| FLOORING | Vitrified tiles in entire Flat with 3" Skirting Excluding Toilets & balconies. Anti Skid Tiles for Toilets and Balconies and internal terraces. |
| LOBBY & STAIRCASE | In KOTTA as specified. |
| TOILETS | Designer ceramic Tiles Wall Cladding up to 7'0" height. Ceramic Ware of superior Brands (Jaquar/Hindware/Parryware/or Equivalent) in all Toilets. CP Fittings of Jaquar in all Toilets. |
| KITCHEN | Granite Kitchen Platform with Stainless Steel Sink.<br>Glazed/Ceramic designer Tiles Dado above Platform up to 2'0" Height. Provision for water purifier Connection. |
| WASH & DRY BALCONY | Anti Skid Floor Tiles and provision for washing machine connection |
| ELECTRIFICATION | All points in Concealed Copper Wiring with Modular Switches.<br>Cable & Telephone Points in Living Room, Geyser Point in all Bath Room. |
| DOORS | Main Door 35 mm Thick Teak Wood Paneled Door & Frame with melamine Polish and S.S. hardware. |

| | |
|---|---|
| WINDOWS | Coloured Anodised Aluminum Windows with clear Float Glass. |
| PAINTING | External Wall Weather Proof Acrylic Paint of Premium Brands and approved Colour.<br>Internal Wall Paint with 2 Layers of Base Coat Putty. |
| WATER STORAGE | Underground Water Sump & Overhead Water Tanks in RCC separate Lines for Drinking and Utility Water from Overhead Tanks. Automatic water Level Control to be provided. |
| LIFT | One Lift of 6/8 Passenger of Superior Range of Standard Brand with Power Backup |
| PARKING | Reserved Parking for all Flats in Basement & Plinth Level. |
| WATER PROOFING | Special Water Proofing Treatment to Toilets, Bathrooms & Terrace. |
| SITE | M S Decorative Main with Compound Wall. Development of society area. Interlocking Tiles for Parking and Water Conservation. |

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

For M/s. Sinhraj Builders & Developers Pvt. Ltd.

(Prithviraj D. Mulik)
DIRECTOR
VENDOR NO. 1

For Dinesh C. Siriya & Sushil C. Siriya

(Prithviraj D. Mulik)
DIRECTOR
M/s. Sinhraj Builders & Developers Pvt. Ltd.
POWER OF ATTORNEY HOLDER
VENDOR NO. 2
**VENDORS/PARTY NO. 1**

(_____)
**PURCHASER/PARTY NO. 2**

For M/s. Sinhraj Builders & Developers Pvt. Ltd.

(Prithviraj D. Mulik)
DIRECTOR
**CONSENTOR/PARTY NO. 3**

**WITNESSES:**

1. _____

2. _____