AGREEMENT TO SELL

FOR Rs. _____/- ONLY

(RUPEES _____ ONLY)

GOVT. MARKET VALUE Rs. _____/- ONLY

[Stamp Duty paid @ Rs. 43,940/- Sq. Mtrs., as per City Survey No. 177, & Sheet No. 32 (611) of Mouza – Jaitala, appearing at Page No. 723, as Item No. 30.430/32(611) of the Govt. Stamp Duty Ready Reckoner, 2022 - 23]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this **___ Day** of **_____, 2022, BETWEEN**

SHRI. SANJAY S/o. NILKANTHRAO CHIMURKAR,

[P. A. No. AAZPC5954G]

[AADHAR No. 6302 3763 9227]

Aged about 58 years, Occupation – Business,

Resident of 5 – A, Dagalayout, North Ambazari Road, Nagpur 440033, Tahsil and District – Nagpur**,** hereinafter called as the "**VENDOR**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"Vendor"** as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

SHRI/MRS. _____

[P. A. No. _____]

[AADHAAR No. _____]

Aged about _____ years, Occupation – _____,

Resident of _____, hereinafter called as the **"PURCHASER"** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"Purchaser",** as well as his/her respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

"NAKSHATRA INFRAA"

[P. A. No. AAQFN6941D]

A Registered Partnership Firm [**Registration No. NG000005218**]

Having its Office at Apartment No. 204, Patel Tower, Plot No. 201, Besa, Nagpur – 440 033, Tahsil and District Nagpur, acting through its **Authorized Partner :-**

SHRI. SUDHIR S/o. RAMBHAU GINDHEWAR,

Aged about 50 years, Occupation – Business,

Resident of Plot No. 52, Ramkurshna Housing Society, Narendra Nagar, Nagpur – 440 015, Tahsil and District Nagpur.

Hereinafter referred to as the **"DEVELOPER / PROMOTER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"DEVELOPER FIRM"** as well as its Partner and Partners, their legal representatives, executors, administrators, successors, liquidators, their respective heirs and assigns of the **OTHER PART.**

WHEREAS the above named **Vendor** is the absolute owner in possession with all heritable and transferable rights therein of **ALL THAT** Piece and Parcel of land bearing **Plot No. 2 (Two),** (as per Nagpur Improvement Trust Release Letter) Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2, P. H. No. 44** of **MOUZA – JAITALA,** bearing **City Survey No. 177** and **Sheet No. 32,** situated at Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, **Ward No. 74**, in Tahsil and District **NAGPUR**, which is more particularly described in **Schedule – "A"** hereunder written. (Herein afterwards referred as the **"Project Land"** for sake of brevity and convenience).

TITLE HISTORY:-

WHEREAS originally, All that piece and parcel of Agricultural land admeasuring 0.82 Hectares (2.05 Acres) forming a Northern Portion of entire land bearing Khasra No. 84 & 85 total area admeasuring 5.21 Hectares of Mouza – Jaitala, P. H. No. 44, bearing City Survey No. 177 and Sheet No. 32, held in Bhumiswami Rights situated at Jaitala, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Ward No. 74, in Tahsil

and District NAGPUR, belongs to (1) Shri. Nilkanthrao S/o. Ganpatrao Chimurkar, (2) Shri. Vijay S/o. Nilkanthrao Chimurkar, (3) Shri. Ravindra S/o. Nilkanthrao Chimurkar, (4) Shri. Sanjay S/o. Nilkanthrao Chimurkar, (5) Smt. Nirmala W/o. Babanrao Dawle, (6) Shri. Prabhakar S/o. Pandurang Shivankar & (7) Shri. Lahu @ Laxman S/o. Manikrao Konde, having acquired the same from Shri. Mukund S/o. Puroshottam Dhabe & ten others, by Registered Sale Deed Dated 09-09-1992, which is duly registered at the Office of Sub-Registrar, Nagpur - 8, in Addl. Book No. 1, Volume No. 94 on Pages 62 to 67 at Serial No. 3147(P) on 14-09-1992**; AND**

WHEREAS, during the course of time the above named, Shri. Nilkanthrao S/o. Ganpatrao Chimurkar left for heavenly abode on 27-12-1998 and consequence upon his death his undivided share in the said property devolved upon his legal heirs (Sons & Married Daughters) namely (1) Shri. Vijay S/o. Nilkanthrao Chimurkar, (2) Shri. Ravindra S/o. Nilkanthrao Chimurkar, (3) Shri. Sanjay S/o. Nilkanthrao Chimurkar, (4) Smt. Nirmala W/o. Babanrao Dawle, (5) Smt. Veena W/o. Dinkarrao Kshirsagar, (6) Smt. Mona W/o. Shailesh Bangde**,** & his widow namely Smt. Sunanda WD/o. Nilkanthrao Chimurkar. Subsequently aforesaid Smt. Sunanda WD/o. Nilkanthrao Chimurkar, also left for heavenly abode on 05-09-2008**; AND**

WHEREAS, during the course of time one of the Owner namely Shri. Prabhakar S/o. Pandurang Shivankar also left for heavenly abode on 01-03-2008 however during his lifetime he executed his last will in respect of his undivided share in the aforesaid property and bequeath the same in favour of his co-owner namely Shri. Sanjay S/o. Nilkanthrao Chimurkar**; AND**

WHEREAS, the Revenue Record of the aforesaid property accordingly corrected and the names of deceased namely Shri. Nilkanthrao S/o. Ganpatrao Chimurkar, Smt. Sunanda WD/o. Nilkanthrao Chimurkar & Shri. Prabhakar S/o. Pandurang Shivankar accordingly deleted from the Revenue record and names of married daughters namely Smt. Veena W/o. Dinkarrao Kshirsagar & Smt. Mona W/o. Shailesh Bangde being the legal heirs of deceased Shri. Nilkanthrao S/o. Ganpatrao Chimurkar accordingly mutated in the Revenue Record**; AND**

WHEREAS the aforesaid entire land bearing **Khasra No. 84 & 85** total

area admeasuring 5.21 Hectares of Mouza – Jaitala, subsequently measured by the respective Owners in respect of their respective share and portion of land from the Office of City Survey, Nagpur – 3 and the authorities of **City Survey, Nagpur – 3** accordingly issued measurement sheet to the respective Owners and the land owned by the aforesaid Vendor namely Shri. Sanjay Nilkanthrao Chimurkar & his other Co-owners re-numbered as **Survey No. 84-85/2** having an area admeasuring **0.82 Hectares** and revenue Department accordingly issued separate 7/12 Extract in the Name of Shri. Sanjay Nilkanthrao Chimurkar and his other co-owners in respect of their land bearing **Survey/Khasra No. 84-85/2** having an area admeasuring **0.82 Hectares,** bounded by **East – Survey/Khasra No. 84-85/1**, by **West – Survey/Khasra No. 84-85/3**, by **North – Road** and by **South – Khasra Boundary & Nallha; AND**

WHEREAS sometime in the year 1999 the present **Vendor, Shri. Sanjay Nilkanthrao Chimurkar** and his other Co-owners jointly and mutually decided to develop the aforesaid land admeasurement **0.82 Hectares (2.05 Acres) OR 8200 Sq. Mtrs.,** of **Mouza – Jaitala,** into a residential layout comprising several Plots of different dimensions for their own beneficial use and utilization and accordingly they had prepared a common Layout plan consisting total Twenty Plots and mutually decided to effect partition of the aforesaid Twenty undeveloped plots in between themselves, so as to determine their respective Plots, which can be explicitly shared, retained and owned, individually in the said undeveloped layout and accordingly they effected a mutual partition of the said Plots laid in the said undeveloped layout and accordingly the share of each owners was explicitly determined in terms of Plots numbers in the said layout to be retained / owned by them, exclusively and in terms of the said mutual partition, the **Plot No. 2** area admeasuring **1737.8240 Sq. Mtrs.,** follow to the share of the present **Vendor**, **Shri. Sanjay S/o. Nilkanthrao Chimurkar; AND**

WHEREAS in course of time, the entire land comprising **Survey/Khasra No. 84-85/2** having an area admeasuring **0.82 Hectares (2.05 Acres) OR 8200 Sq. Mtrs.,** of **Mouza – Jaitala**, came under **Nagpur Improvement Trust's** Regularization Scheme of the unauthorized **1900 layouts** of **Nagpur City** under the **"Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001".** Taking advantage of the said scheme, the present **Vendor** and his other co-owners have paid initial Deposit of **Rs. 1,000/-** for their each

plots (TOTAL 20 PLOTS) total amounting to **Rs. 20,000/- (Rupees Twenty Thousand Only)** to Nagpur Improvement Trust for regularizing their respective Plots**; AND**

WHEREAS subsequently the Nagpur Improvement Trust after completing all necessary legal formalities in respect of regularization of the said layout and the said plots, issued Demand Notes in respect of said Twenty (20) Plots in the name of their respective Owners under the **"Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001"** however **Nagpur Improvement Trust** directed the present Vendor, **Shri. Sanjay S/o. Nilkanthrao Chimurkar** and other Owners to submit necessary documents pertaining to the title of their respective ownership of their respective plots; **AND**

WHEREAS as per the direction and requirement of Nagpur Improvement Trust to submit necessary document in respect of ownership of their respective plots, the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** and others decided to effect partition of the aforesaid Twenty (20) Plots in between themselves, so as to determine actual ownership and title of the their respective plots, which can be explicitly shared, retained and owned, individually or jointly by them in their names and accordingly present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** and others, executed and Registered a **Deed of Partition** in between themselves which is duly Registered at the Office of **Sub-Registrar, Nagpur – 1** on **04-08-2018** at **Serial No. 4122/2018** and as per said Deed of Partition Dated 04-08-2018 the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** become the exclusive Owner of the said **Plot No. 2**, total area containing by admeasurement **1722.90 Sq. Mtrs.,**; **AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** submitted **Deed of Partition Dated 04-08-2018** with the Nagpur Improvement Trust and the present Owner also paid entire Regularization charges for regularizing the said **Plot No. 2,** to the Nagpur Improvement Trust and on payment of Development Charges, **Nagpur Improvement Trust,** through its **Building Engineer (WEST),** regularized the aforesaid **Plot No. 2,** containing by admeasurement **1378.3040 Sq. Mtrs**., under the "Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001" vide its **Release**

Letter / Permit No. 6290 dated **21-06-2019** in the name of present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar; AND**

WHEREAS the area of the aforesaid **Plot No. 2** was admeasuring **1737.8240 Sq. Mtrs.**, however during the process of regularization and after deducting Tangent area 14.92 Sq. Mtrs., and area under open and amenities Space 344.60 Sq. Mtrs., the Nagpur Improvement Trust regularized the area admeasuring **1378.304 Sq. Mtrs.,** in respect of the said **Plot No. 2**; **AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** later on applied for conversion of the aforesaid **Plot No. 2,** containing by admeasurement **1378.3040 Sq. Mtrs.,** being a portion of entire land bearing **Survey/Khasra No. 84-85/2** of **Mouza – Jaitala,** for **Non-Agricultural Use** and as per Order passed by the **Additional Tahsildar, Nagpur,** in **Revenue Case No. 4306/ N. A. P. 34 / 2018 – 19, Mouza – Jaitala, Dated 02.06.2019** converted the said **Plot No. 2** for **Non-Agricultural (Residential) Use; AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** solely enjoying vacant and peaceful possession of the said **Plot No. 2,** containing by admeasurement **1378.3040 Sq. Mtrs.,** without any claim, dispute, defect in title or hindrance from any person with all heritable and transferable rights therein and his name is also duly recorded in the Record of City Survey, Nagpur and also in the record of Nagpur Municipal Corporation as the sole and absolute Owner in possession of the said property and he has absolute right to deal with the said plot of land per his aspiration and preference; **AND**

WHEREAS the above named **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** keenly interested in developing the said **Plot No. 2 (Two),** (as per Nagpur Improvement Trust Release Letter) Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2**, P. H. No. 44 of **MOUZA – JAITALA**, by constructing a multistoried apartment scheme comprising several residential cum commercial units thereon but having no experience of building construction, the above named Vendor has decided to entrust the entire work of development of the said plot of land and construction of apartment **scheme/project** over the said property to a reputed

Developer/Builder/Promoter of Nagpur City and accordingly he entrusted the entire work of construction of the proposed multistoried commercial cum residential apartment **scheme/project** to / in favour of "**NAKSHATRA INFRAA" [P. A. No. AAQFN6941D]** A Registered Partnership Firm [**Registration No. NG000005218**] having its Office at Apartment No. 204, Patel Tower, Plot No. 201, Besa, Nagpur – 440 033, acting through its **Authorized Partners :- (1) Shri. Sudhir S/o. Rambhau Gindhewar & (2) Shri. Prakash S/o. Mahadeorao Gaikwad,** the **Developer/Promoter** hereinabove named by virtue of deeds of **"Agreement of Development, Promotion & Sale",** dated **13.11.2020** which is duly registered at the Office of **Sub-Registrar, Nagpur – 3** at **Serial No. 4339/ 2020; AND**

WHEREAS the above named **Developer/Promoter "Nakshatra Infraa"** has accordingly prepared a **Building Plan** of the proposed Residential cum Commercial Apartment scheme propose to be constructed on the **Plot No. 2** Containing by admeasuring **1378.3040 Sq. Mtrs.,** to be known and styled as **"N Vibha Annex"** Apartments and the said **Building Plan** is duly sanctioned and approved by the **Deputy Engineer, Town Planning Department** of the **Nagpur Municipal Corporation** vide its **Building Permit No. 338/BP/Jaitala/TP/NMC/201707195 Dated 02-08-2021; AND**

WHEREAS the Vendor and the Promoter hereby states and declares that there are no impediments attached to the said project land and that there are no tenants or illegal encroachments on the said Project Land and that the Vendor has clear possession over the project land. The project land is freehold property and for establishing title, presently no separate permission is required to be obtained from the Government or any other Statutory Authority; **AND**

WHEREAS in terms and conditions of the **"Agreement of Development, Promotion & Sale",** dated **13.11.2020** the **Developer/Promoter "Nakshatra Infraa"** is in possession of the said project land and the **Developer/Promoter** is entitled and enjoined upon to construct building on the project land in accordance with recitals hereinabove; **AND**

WHEREAS the **Promoter** has proposed to construct upon the project land, **1 (One) Building,** having Basement and entire Ground Floor for Parking and

there will be **11 (Eleven) Commercial Shop Block** on the **Ground Floor** and total **36 (Thirty Six) Residential Apartments,** i.e **Six (6) Apartments** each on the **First, Second, Third, Fourth, Fifth** and **Sixth floor** respectively, therefore the Building will comprise of total 11 Shop Blocks and 36 Residential Apartments therein in accordance with the Building Plan, Design and Specifications approved by the Nagpur Municipal Corporation and as may be further modified and approved from time to time in future, provided that before modifying / altering any change in the Building Plan, Design and Specifications, the **Promoter** shall obtain prior consent in writing from the Purchaser only in case such modifications / alterations, which may adversely affect the nature and structure of Apartment of the Purchaser, except any alteration or addition required by the Nagpur Municipal Corporation and / or Government Departments or Statutory Authorities or due to change in any law or regulations, however in case in future Nagpur Municipal Corporation and / or Government Departments or any Statutory Authorities sanction additional Apartments on Seventh / Eighth floor in such event no express consent is required by the Vendor and the Promoter from the Purchaser for construction of such additional apartments ; AND

WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all documents of title relating to the project land and plans, designs and specifications prepared by the Promoter's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder; **AND**

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchaser has thoroughly and carefully perused all original Title Deeds & Documents, Building Plan, Requisite Permissions, Clearances, Certificates, etc. and Specifications of the said Project disclosed by the Promoter and satisfied himself about title of the Vendor to the said property and / or its right and authority to sell the same on ownership basis. The Purchaser hereby affirms and confirms that the Promoter has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and the Purchaser has no further or any other information nor disclosure required from the Promoter before booking and purchasing the said Apartment; AND

WHEREAS the authenticated copies of Certificate of Title issued by an Advocate or the Attorney at Law of the Vendor and the Promoter, authenticated copies of City Survey Property Card and other relevant Revenue Records showing nature of the title of the Vendor to the project land on which the building is proposed to be constructed by the Promoter have been annexed hereto; **AND**

WHEREAS the authenticated copies of **Building Plan** according to which the construction of the Building will be done by the Promoter and Specifications of the Apartment that will be provided by the Promoter has been annexed hereto; **AND**

WHEREAS the Promoter has got approvals from Nagpur Municipal Corporation of the Building Plan, Elevations, Sections, Specifications of the proposed Building and shall obtain the balance approvals from various Statutory Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; **AND**

WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building shall be granted by the Nagpur Municipal Corporation; **AND**

WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan; **AND**

WHEREAS subsequently, the Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar (being the Grantor), executed a **"Deed of Declaration"** under **Section 2** of the **"Maharashtra Apartment Ownership Act", 1970** and thereby subjected the entire scheme of **"N Vibha Annex"** to the provisions of "Maharashtra Apartment Ownership Act, 1970" and the bye -laws appended thereto. The said **Deed of Declaration** is duly registered at **Serial No. 1746/2022** on **04.03.2022** at the office of Sub-Registrar No. 1, Nagpur; **AND**

WHEREAS under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Vendor and the Promoter is required to execute a written Agreement to Sell of said Apartment with the Purchaser for the sale of the said Apartment and therefore, Vendor and the Promoter and the Purchaser are executing this Agreement to Sell as a compliance thereof and they shall also register this Agreement to Sell under Registration Act, 1908 before competent Sub-Registrar Office at Nagpur (Urban), within time limit prescribed under the Registration Act**; AND**

WHEREAS the Purchaser hereinabove named has satisfied himself in respect of the Vendor's and the Promoter's title to the said property as good, valid and marketable and the Purchaser has also seen proposed approved plan of the proposed Multi-storied Building., Which shall constructed on the project land**; AND**

WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architect**; AND**

WHEREAS, the Vendor and the Promoter has registered the proposed project under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said "Act")** with the **Maharashtra Real Estate Regulatory Authority** at Mumbai had holds **MahaRERA Registration No. P50500031864 Dated 22/11/2021**. **AND**

WHEREAS, the Developer/Promoter has appointed structure engineer, Shri. Kuntal Zade, having it's Office at 74, Nagbhumi Layout, Chhatrapati Nagar, Behind Hotel Redisson Blue, Wardha Road, Nagpur - 440015, his License No. M-1517044; AND

WHEREAS, the Developer/Promoter has appointed Architect, Shri. Nishikant C. Pratape, having Office at 74, Nagbhumi Layout, Chhatrapati Nagar, Behind Hotel Redisson Blue, Wardha Road, Nagpur - 440015, bearing N.I.T Licence No. 533 and N.M.C. license no. 034 respectively**; AND**

WHEREAS, the Promoter has sole and exclusive rights to sell Shops and

Apartments in the building proposed to be constructed by the Promoter on the project land together with variable, proportionate, undivided, share and interest in the project land and to enter into Agreement/s – Sale Deed/s – Conveyance Deed/s with the prospective Purchaser/s of Apartments and to receive the sales consideration in respect thereof; **AND**

WHEREAS the Purchaser has expressed his desire and willingness and offer to purchase Residential **Apartment No. _____,** having **Carpet Area of _____ Sq. Mtrs. [Built Up Area – _____ Sq. Mtrs.],** situated on the **_____ Floor** in the proposed "N **Vibha Annex"** Apartment building along with _____ % undivided share in the said Plot No. 2 from the Promoter**; AND**

WHEREAS for the purpose of this Agreement following area are defined :-

CARPET AREA: - As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act., 2016, Carpet area of the Apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment. Carpet area is shown separately in Schedule – "B"

BALCONY AREA: - For the purpose of this Agreement the Balcony area is defined as Balcony / enclosed balcony area as shown in the sanctioned building plan by the local authority. Balcony area is shown separately in Schedule – "B"

COMMON AREA: - As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, open spaces, open/covered parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

WHEREAS the Vendor, the Promoter and the Purchaser are relying on confirmations, representations and assurances of each other to faithfully

abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws and are now willing to execute / register this Agreement to Sell in accordance with the terms and conditions set out in this Agreement to Sell and as mutually agreed upon by and between the Vendor, Purchaser and the Promoter and the Vendor and the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment upon terms and conditions appearing herein under**; AND**

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

i) **THAT** in lieu of total sales consideration amount of **Rs**. **_____**/- (**Rupees _____ only**) agreed to be paid by the **Purchaser** to the **Promoter** as per **Schedule** of **Manner of Payment** appearing hereunder, the **Vendor** and the **Promoter** agrees to sell and the **Purchaser** agrees to buy **ALL THAT** variable, proportionate, **UNDIVIDED _____** % share and interest in **ALL THAT** Piece and Parcel of land bearing **PLOT No. 2 (Two),** As per Nagpur Improvement Trust Release Letter Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2, P. H. No. 44** of **MOUZA – JAITALA,** bearing **City Survey No. 177** and **Sheet No. 32, TOGETHERWITH** the entire R.C.C. superstructure Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**., and **Built Up Area** – **_____ Sq**. **Mtrs**., **Open Balcony** area _____ Sq. Mtrs., situated on the **_____ Floor** in the building proposed to be constructed thereon, known and styled as proposed **"N Vibha Annex"** bearing **Nagpur Municipal Corporation House No. 653/A/2,** in **Ward No**. **74**, situated at **Chimurkar Layout**, Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, **Ward No. 74**, in Tahsil and District **NAGPUR,** which is more particularly described in **Schedule – "A" & "B"** of property hereunder.

ii) **THAT** the Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, a separate and independent **Garage No**. **Nil**, having **Built Up Area** of **Nil Sq**. **Mtrs**., situated on

Basement / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil**/-.

iii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, a separate and independent **Covered Parking Space No**. **Nil**, having **Floor Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil** /-.

iii) That apart from the aforesaid total sale consideration, the Purchaser specifically agreed to pay the **M**.**S**.**E**.**B**. & **Water Meter charges** to the Promoter and further agreed to pay agreed prevailing Central and State **Goods** & **Services Tax** (**G**.**S**.**T**.) levied and payable to the Promoter. The Purchaser further agreed to pay Maintenance Charges to the Promoter.

SCHEDULE OF PAYMENT :-

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 10% of total sales consideration amount] paid by the **Purchaser** to the **Promoter** towards **application fee** / **advance payment** / **earnest money** in lieu of purchasing the said **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. _____, dated _____, drawn on / through _____, _____ **Branch**, **Nagpur**, the receipt whereof is hereby acknowledged by the Promoter.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 10% of total sales consideration amount] paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. _____, dated _____, drawn on / through _____, _____

Branch, **Nagpur** at the time of execution / registration of this **Agreement to Sell**, the receipt whereof is hereby acknowledged by the Promoter.

Rs. **_____/-** (**Rupees** **_____** **only**) [not exceeding 11% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Plinth & Ground Floor Slab** of **Wing** or **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees** **_____** **only**) [not exceeding 09% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **First Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees** **_____** **only**) [not exceeding 09% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Second Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees** **_____** **only**) [not exceeding 09% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Third Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees** **_____** **only**) [not exceeding 09% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to

the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Fourth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 09% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Fifth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 9% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Sixth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Walls**, **Plaster**, **Plumbing and Electrical Fittings** of the aid **Apartment** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Flooring, Doors, Windows And Other Finishing Work** of the said **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Promoter** towards **full** & **final sales consideration amount** at the time of handing over **Possession of the said Apartment** to the **Purchaser** or on or after receipt of **Occupancy / Completion Certificate** or on the day of registration of **Sale Deed**, which ever happens earlier. The tentative time stipulated and agreed for completion of the said Project and registration of Sale Deed has been agreed on or before _____ (_____), subject to terms and conditions appearing hereunder in this Agreement to Sell.

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Rs. **_____/- TOTAL**:

(**RUPEES _____ONLY**)

THAT THE VENDOR, PROMOTER AND THE PURCHASER DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:-

1. **THAT** the Vendor hereby affirms and confirms that the property hereby agreed to be sold to the Purchaser is his separate and self owned property, belonging to him alone and he further affirms and confirms that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said property or part thereof.

2. **THAT** the Vendor hereby affirms and confirms that he has legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser and he has absolute legal right and full authority to convey, assign and transfer the said property through this agreement to the Purchaser at a future date.

3. **THAT** the Vendor hereby affirms and confirms that the property hereby

agreed to be sold is not impeded in any manner, whatsoever, which creates or may cause any legitimate defect in ownership and title of the Vendor and which legally prohibits the Vendor and the Promoter to convey, assign and transfer the said property by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said property, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, attachment, auction, recovery proceedings, criminal proceedings or in any other manner.

4. **THAT** the Vendor and the Promoter hereby affirms and confirms that prior to execution / registration of this Agreement to Sell, they have not signed, executed any unregistered or registered deed or document purporting or confirming to be token agreement / allotment deed / agreement to sell / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendor and the Promoter further affirms and confirms that in future if it is revealed that the Vendor and/or Promoter had / have signed, executed any unregistered or registered any such deed or document thereby purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after execution / registration of this Agreement to Sell, then all such deeds or documents purporting or confirming to be sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the Vendor and the Promoter hereby affirms and confirms that there are no undisclosed persons, partners, claimants or any other person/s who have vested or existing interest or who have legitimate right to claim ownership, title, right, share, interest, partition or possession in any manner, whatsoever

over the Project Land / Apartment hereby agreed to be sold to the Purchaser. The Vendor and the Promoter further affirms and confirms that in future, if this Agreement to Sell is disputed or challenged by any undisclosed partners, claimants or any other person/s for any reason whatsoever, then it shall be sole and exclusive liability and responsibility of the Vendor and the Promoter to defend such person/s claim, dispute, litigation or case at its efforts and expenses and it shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the Promoter affirms and confirms that it has absolute legal right and authority to develop the said Project Land into a multi-storied Commercial cum Residential Apartment scheme/project as per the terms and conditions of registered "Agreement of Development, Promotion & Sale", dated 13.11.2020 which is duly registered at the Office of Sub-Registrar, Nagpur – 3 at Serial No. 4339/ 2020 in between the Vendor and the Promoter. The Promoter further affirms and confirms that they have absolute legal right to receive all money, being the sale price / cost of Commercial Shop Blocks and Residential Apartments from its prospective buyers / purchasers / nominees without any let, hindrances or interference from any person/s and that the Promoter has absolute legal right and authority to convey, assign, transfer, sell variable, proportionate and undivided share in the said Project Land together with the said Apartment to the Purchaser at a future date. The Vendor and the Promoter affirms and confirms that it has absolute legal right and authority to enter into this Agreement to Sell and it has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

7. **THAT** the Promoter agrees, affirms and confirms that it shall pay Non – Agricultural Taxes, Municipal Corporation Taxes, Electricity & Water bills (Residential) and all other charges and outgoings etc., levied and payable in respect of the said Project Land / Apartment to concerned revenue and statutory authorities and Government Departments till day of registration of Sale Deed or till day of handing over physical possession of the said Apartment to the Purchaser, whichever is earlier.

8. **THAT** the Promoter agrees, affirms and confirms that it has lawful rights and requisite approvals from local bodies and competent Government and Statutory Authorities to carry out development of the said Project and it shall obtain requisite permits, approvals, permissions, clearances, licenses, no-objections etc., from local bodies, Government and Statutory Authorities from time to time, if required to complete the development of the said project. The Promoter hereby agrees and affirms to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Municipal Corporation and local bodies, Government and Statutory Authorities at the time of sanctioning the Building Plan or thereafter before handing over possession of the said Apartment to the Purchaser, it shall obtain occupancy / completion certificate in respect of the said Apartment from the Nagpur Municipal Corporation or other Competent Authority.

9. **THAT** the Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent Government and Statutory Authorities concerning the project land, project, building are valid and subsisting and have been obtained by following due process of law. The Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent Government and Statutory Authorities concerning the project land, project, building shall be obtained by following due process of law and that the Promoter has been and shall at all times herein afterwards remain to be in compliance with all applicable laws concerning the said project land, project, building and common areas and facilities therein.

10. **THAT** the Promoter agrees, affirms and confirms that the total sales consideration is the cost of the said Apartment is escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, Government and Statutory Authorities and / or any other increase in charges which may be levied or imposed by local bodies, Government and Statutory Authorities from time to time in future. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development development charges, costs or

levies imposed by local bodies, Government and Statutory Authorities, the Promoter shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / 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.

11. **THAT** the Promoter has specifically made aware to the Purchaser and the Purchaser agrees, affirms and confirms that the sales consideration cost of the Apartment hereby agreed to be sold to it is INCLUSIVE of taxes consisting of tax paid or payable by the Promoter on account of installation of Electric Transformer, laying underground Electric Cable, digging Well, Borewell, Tubewell etc. are or any other taxes which may be levied in connection with construction of the Purchaser's Apartment and the entire Project, paid or payable by the by the Promoter to concerned Government departments and statutory authorities upto to day of registration of Sale Deed or handing over physical possession of the said Apartment to the Purchaser.

12. **THAT** the Promoter may allow, in its sole discretion, a rebate for early payments of equal installments / balance sales consideration amount payable by the Purchaser to the Promoter by discounting such early payments @ Nil % (Nil) percent per Annum for the period by which the respective installment / balance sales consideration has been pre-poned or will be pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once it is granted to the Purchaser by the Promoter. [Not Applicable].

13. **THAT** the Purchaser hereby authorizes the Promoter to adjust / appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the Promoter to adjust his due installments / balance sales consideration amount in any manner.

14. **THAT** the Promoter has particularly made aware to the Purchaser and the Purchaser agrees, affirms and confirms that "time is - and shall be an essence of contract" for performance of this agreement for the Purchaser. Hence the

Purchaser agrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by him strictly on due stages and due dates to as stipulated in Schedule of Manner of Payment herein above. The Purchaser agrees that if he neglects / delays / defaults / fails to due - balance installments / sales consideration amount on due stages and due dates, as the case may be, then the Promoter may at its absolute discretion, grant maximum grace period of 15 (Fifteen) days for payment of each due / delayed installment and / or balance sales consideration amount, however in those circumstances, the Purchaser shall be liable to pay and he shall pay Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due and delayed installments / balance sales consideration amount for EVERY MONTH of delay from the date on which the same has become due and payable for grace period and till the date, the due installments / balance sales consideration amount is / are finally paid by the Purchaser to the Promoter.

15. **THAT** the Purchaser agrees, affirms and confirms that without prejudice to right of the Promoter to grant grace period and charge interest in terms of Clause No. 14 referred herein above, in event of the Purchaser committing default / delay in payment of due and payable installments / balance sales consideration amount, agreed to be paid by him in lieu of purchasing the said Apartment in terms of this Agreement to Sell (Including proportionate costs, charges, taxes, cesses, outgoings, fees etc.) and on the Purchaser committing 3 (Three) consecutive or alternate defaults in payment of due and payable installments / balance sales consideration amount, the Promoter may / shall at its own option, may terminate / cancel this Agreement to Sell, provided that the Promoter shall give Notice of 15 (Fifteen) days in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate / cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the Promoter has intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirms that if the he fails to rectify the breach mentioned in the

said Notice by the Promoter within time stipulated, then on expiry of the notice period, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the Promoter, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the Promoter and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Promoter in any court of law, forum or authority.

16. **THAT** the Purchaser agrees, affirms and confirms that upon termination / cancellation of of this Agreement to Sell as aforesaid, the Promoter will forfeit fixed sum of Rs. 2,00,000/- (Rupees Two Lacs only) OR 10 % (Ten) percent of token / earnest / advance / booking amount (whichever is more), together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the Promoter, from the installments / amount which would have been paid by the Purchaser to the Promoter till then and the said amount will be appropriated by the Promoter on account of liquidated damages, loss of interest and opportunity, sustained by the Promoter on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the Promoter to the Purchaser within a period of 90 (Ninety) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur. It is hereby clarified and specified by the Promoter and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur, then the Promoter shall not be liable to refund balance amount (if any) till the same is done by the Purchaser, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the Promoter and the Purchaser. In such circumstances, the Promoter shall have all legal rights and authority to convey, assign, transfer, sell the said Apartment to any third person / party without informing or without obtaining any previous written or oral consent / no – objection letter from the Purchaser. The Purchaser shall not be entitled for refund of GST amount in case paid by the Promoter and the Purchaser further shall not be entitled for refund

of Stamp Duty and registration charges from the Promoter.

17. **THAT** the Vendor and the Promoter agrees, affirms and confirms that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Apartment. In that case, if any information, document, deed or no - objection is required from the Vendor and the Promoter, it will unconditionally and without delay provide all such information, deed or no-objection and render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the Vendor and the Promoter against payments of the same. The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan / financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser delaying / defaulting in paying balance installments / sales consideration amount as stipulated hereinabove. The Purchaser is also aware that in such circumstances the Promoter shall not be liable and under obligation to carryout and complete construction of the Apartment agreed to be sold to him and deliver possession within stipulated time as agreed in this Agreement to Sell.

18. That the Promoter shall give possession of the Apartment to the Purchaser on or **before 31st Day** of **March, 2025,** (With Grace period of six months.) but subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule notification of the Government and / or other public or competent authority or any cause beyond the control of the Promoter any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and /or for reason beyond the control of the Promoter. If the Promoter neglects, delays or fails to deliver possession of the said Apartment to the Purchaser on account of the reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser the amount already received by it in respect of the Apartment with interest at the same rate from

the date the Promoter received the sum till date of amount and interest thereon is repaid. Further the Purchaser is agreed that he will not claim any rent or damages from the developers and the Vendor towards delaying in possession of the apartment however the purchaser shall claim damages towards rent in that even the Promoter will responsible to pay Rs. 1000/- per month towards rent cum damages charges and in that event purchaser would not be claim any other damages

19. **THAT** the Promoter 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) Any notice, order, rule, notification, government resolution, policy changes regarding building development and control rules of local body, government department, statutory authorities and any order of status – quo, injunction or stay by any court of law, forum, tribunal or regulatory authority.

(ii) Non availability of skilled or unskilled workmen, technicians, labourers due to strike.

(iii) Civil commotion, riots, prohibitory orders, flood, earthquake, pandemic or act of nature or god.

(iv) Any other current or contingent valid, justifiable or reasonable cause or reason beyond knowledge, control and scope of the Promoter.

20. **THAT** the Purchaser agrees, affirms and confirms that if the Promoter completes construction and hands over possession and executes conveyance of the said Apartment before stipulate time, then the Purchaser agrees and shall pay the balance installments / sales consideration amount, payable for early completed stage as per payment linked to said stage immediately on demand and no early payment discount will be offered in such case where construction has been completed before the agreed timeline.

21. **THAT** the Purchasers agrees, affirms and confirms that the Promoter has particularly made them aware that the construction of proposed Apartment is heterogeneous in nature, comprising R.C.C & Brickworks, Plasters, hence it is

agreed by the Purchasers that any shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, which are likely to occur shall not be treated as construction defects.

22. **THAT** the Purchaser agrees, affirms and confirms that mere forwarding or handing over of this Agreement to Sell by the Promoter to the Purchaser does not create any binding obligation on part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears he for registration of the same before concerned Sub – Registrar Office as and when intimated by the Promoter. The Purchaser further agrees, affirms and confirms that if he fails to execute and deliver this Agreement to Sell to the Promoter within 10 (Ten) days from the date of its receipt and / or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Promoter, then the Promoter shall serve a letter / notice to the Purchaser rectifying and complying aforesaid default, however if the said is not rectified or complied by the Purchaser within 15 (Fifteen) days time from the date of receipt of the said letter / notice, the application of the Purchaser and provisional allotment of the said Apartment shall ipso-facto be treated as terminated / cancelled without any further letter / notice and subject to deduction of 20% (Twenty) percent amount from the sum / amount paid or deposited by the Purchaser to / with the Promoter in connection therewith shall be refunded by the Promoter without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said Apartment.

23. **THAT** the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said Apartment to any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the Promoter. It is hereby clarified that if the Purchaser signs and executes any deed or document

amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the Promoter.

24. **THAT** the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization **"N Vibha Annex"** Apartments building, the Purchaser shall not insist or demand the Promoter to make any external or internal structural changes or deviations or material alterations in **"N Vibha Annex"** Apartments building or in the Apartment hereby agreed to be sold to the Purchaser.

25. **THAT** the Purchaser agrees, affirms and confirms that the Promoter shall be exclusive in-charge of construction of Apartment agreed to be sold to the Purchaser and the entire **"N Vibha Annex"** Apartments building, without any entertaining any suggestions, advisory, interference, and impediment from the Purchaser or any person/s claiming under authority or trust for him. The Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other builder / developer / contractor thereby assigning the task of construction of his Apartment to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the Promoter.

26. **THAT** the Promoter agrees, affirms and confirms that he shall within 3 (Three) Months from the date of registration of the Society or Association, as aforesaid, cause to be transferred to the Society or Association all rights, title and the interest of the Promoter and / or the Owners in the said Wing or Building or wing in which the said Apartment is situated.

27. **THAT** the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time from the date of receipt of written letter / communication as

aforesaid from the Promoter intimating that the said Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the Apartment) all taxes, cesses, outgoings in respect of the said Apartment and the Project Land and "N **Vibha Annex**" Apartments building, namely Non – Agricultural Taxes, Municipal Corporation Taxes, Maintenance Charges or such other contingent or incidental charges, levied by any local body or government or statutory authorities and costs, charges and expenses towards government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to management and maintenance of the said Apartment / Wing / Building / Project. The Purchaser agrees, affirms and confirms that the Promoter has specifically made him aware that the Promoter will provide common Water Meter connection for common use of all Apartment owners / lawful occupiers / possessors in "N **Vibha Annex**" Apartments building under C – B category and the Purchaser shall pay proportionate charges of Water Bills along with other Apartment owners / lawful occupiers / possessors in "N **Vibha Annex**" Apartments building.

28. **THAT** the Promoter upon obtaining Occupancy / Completion Certificate from the Nagpur Municipal Corporation or other Competent Authority and subject to payment of entire sale consideration amount together with charges towards installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), T.D.S. tax, Stamp duty, Registration charges, Legal fees etc. by the Purchaser in terms of this Agreement to Sell, the Promoter shall issue a letter or communicate in writing and offer the Purchaser at his provided address or e-mail id thereby calling upon him to take / accept physical possession of the said Apartment within 1 (One) Months time from the date of receipt of such letter or communication and then the Promoter shall hand over physical possession of the said Apartment to the Purchaser. That the Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as

determined and demanded by the Promoter or "N **Vibha Annex**" Apartments Association, as the case may be.

29. **THAT** upon receiving a written letter / communication as aforesaid from the Promoter, the Purchaser shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Promoter shall deliver possession of the said Apartment to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Promoter or "N **Vibha Annex**" Apartment Association, as the case may be.The Purchaser further agrees, affirms and confirms that until any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the Promoter. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment / Wing / Building / Project is executed by the Promoter to / in favour of such Society or Association. That on execution of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of such Apartment / Wing / Building / Project, the aforesaid deposits (less deduction as provided for in this Agreement to Sell shall be paid over by the Promoter to the Society or Association, as the case may be.

30. **THAT** the Purchaser agrees, affirms and confirms that he has agreed to purchase the said Apartment for Residential purpose only and therefore the Purchaser shall use the Apartment or any part thereof or permit the same to be used for Residential purposes only and not for any other purposes.

31. **THAT** the Purchaser agrees, affirms and confirms that he along with other Purchaser/s of Apartments in "N **Vibha Annex**" Apartment Building shall join in forming and registering the Society or Association under the name, head and style as "N **Vibha Annex**" Apartments Apartment Association and for this

purpose, he shall sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings that may be required and necessary for the formation and registering of the Society or Association. The Purchaser shall also from time to time sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings for becoming Member including byelaws of the proposed Society or Association and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register Society or Association for the Purchaser and other Apartment owners in **"N Vibha Annex"** Apartments building. ThePurchaser agrees, affirms and confirms that he shall raise no – objection if any, changes or modifications are made in the draft byelaws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

32. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that wherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any payment in common with other Purchaser/s in the building / project, the same shall be in proportion to Carpet Area of the said Apartment to total Carpet Area of all Apartments in the building / project.

33. **THAT** the Promoter agrees, affirms and confirms that it shall maintain a separate Bank Account in respect of sums received by the Promoter from the Purchaser towards advances, deposits, sales consideration amount and all sums received on account of taxes, cesses, maintenance charges, outgoings, legal fees and share capital for forming Association or Society and the Promoter shall utilize the said amounts only for those purposes for which they have been received.

34. **THAT** the Purchaser agrees, affirms and confirms that till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his Apartment is executed by the Promoter and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Promoter in favour of the

Association / Society, the Purchaser shall permit the Promoter and / or its authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his Apartment and upon the said building or any part thereof, at all reasonable times to view and examine ongoing construction activities and other state and condition thereof in the said building.

35. **THAT** the Promoter hereby declares that the proposed multi-storeyed / multi-dwelling building is to be constructed on land having total permissible **Plotable Area OR F.S.I calculated 1737.824 Sq. Mtrs**., and after deduction of Open Space, Amenity Space and Deduction of Tangent area Net Plot Area is admeasuring **1378.304 Sq. Mtrs.** The **Nagpur Municipal Corporation** has sanctioned / granted **1.25 Floor Space Index (F.S.I.)** on the said Plot of land admeasuring **1722.88 Sq. Mtrs.** Additional F.S.I. on payment of premium 50 % admeasuring **689.152 Sq. Mtrs.**, and total Ancillary F.S.I for Residential and Commercial Units is admeasuring **1402.025 Sq. Mtrs.,** is granted by Nagpur Municipal Corporation. Thus total **Permissible Built Up Area** of the proposed Building is **3528.458 Sq. Mtrs.** ThePromoter has planned to utilize Floor Space Index of Nil by availing of (Transferable Development Rights) T.D.R. or Floor Space Index (F.S.I.) available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in Regional Development Plan or Development Control Rules and Regulations or based on expectation of increased F.S.I. which may be available in future on modification of Regional Development Plan or Development Control Rules and Regulations, which are applicable to the said Project. The Promoter has disclosed the F.S.I. of Nil as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to and vest with the Promoter only.

36. **THAT** the Promoter agrees, affirms and confirms that after its executes this Agreement to Sell it shall not mortgage or create any charge or encumbrance on the Apartment and variable, proportionate, undivided, share and interest in the Project Land, hereby agreed to be sold to the

Purchaser, however if any such mortgage, charge or encumbrance is made or created by the Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect rights and interest of the Purchaser.

37. **THAT** the Vendor, Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaser demises before registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed, then in those circumstances, all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser. It is further agreed that in case of death of the Purchaser, the Promoter shall accept the balance installments / sales consideration amount from legal heirs of the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in his / her / their favour and similarly in case of death of the any Partner of the Promoter Firm; the surviving Partners shall accept the balance installments / sales consideration amount from the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment in his favour and / or his legal heirs, as the case may be.

38. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that all Notices / Letters / Correspondences required to be served on the Promoter and the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to the Promoter or the Purchaser by Registered Post A/d and / or notified through e-mail at their respective addresses, specified below:-

Promoter's Notified Address:

NAKSHATRA INFRAA"

Apartment No. 204, Patel Tower, Plot No. 201, Besa, Nagpur – 440 033.

Promoter's Notified E-Mail Id: nakshatrainfraa2019@gmail.com

Purchaser's Notified Address:

Shri. _____

R/o._____

Purchaser's Notified E-Mail Id: _____

39. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that it shall be their duty to inform each other about any change in their respective addresses notified herein above, subsequent to execution of this Agreement to Sell, failing which all notices, letters, correspondences, communications, posted or e-mailed at notified addresses shall be deemed to have been served and received by the Promoter or the Purchaser, as the case may be. It is hereby clarified that in case, if there are several or joint Promoter or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the Promoter to the Purchaser and vice –versa, 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 Promoter and the Purchaser.

40. **THAT** the Vendor, Promoter and the Purchaser mutually agree, affirm and confirm that the execution of this Agreement to Sell shall be complete only upon its execution by the Promoter through its Authorized Partners at the Promoter's Office or at some other place, which may be mutually agreed between the Vendor, Promoter and the Purchaser, after this Agreement to Sell is duly executed by the Purchaser and the Vendor and the Promoter and simultaneously this Agreement to Sell shall be registered before competent Sub-Registrar. It is further agreed that the Vendor, Purchaser and the Promoter shall present this Agreement to Sell at the proper registration office for its registration within time limit prescribed under the Registration Act, 1908 and the Vendor and the Promoter and the Purchaser shall attend such registration office and admit execution thereof.

41. **THAT** the Promoter agrees, affirms and confirms that Agreement to Sell, along with its Schedules and Annexures, constitutes the entire Agreement to Sell between the parties with respect to subject matter hereof and supersedes any and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to the Apartment.

42. **THAT** the Vendor, Promoter and the Purchaser mutually agree, affirm and confirm that Agreement to Sell may / can only be amended, modified or

rectified by mutual understanding and written consent of all the parties.

43. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that if any provision of this Agreement to Sell shall be determined to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement to Sell and to the extent, necessary to confirm with the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or the applicable laws, as the case may be and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

44. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and Project shall equally be applicable to and enforceable against any and all subsequent Purchaser/s of the said Apartment, in case of inheritance or transfer, as the said obligations go along with the Apartment for all intents and purposes.

45. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that they shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

46. **THAT** the Promoter agrees, affirms and confirms that it shall hand over all relevant title deeds and certified copies or self attested zerox copies of other relevant deeds and documents pertaining to the said Apartment to the Purchaser on the day of registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed and / or on receipt of entire sales consideration amount from the Purchaser, whichever takes place earlier.

47. **THAT** the Purchaser agrees, affirms and confirms that the amount of Stamp duty, Registration charges, Legal fees that may be required to be paid on account of execution / registration of this Agreement to Sell and Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in future shall be exclusively borne and paid by the Purchaser. The Purchaser agrees, affirms and confirms that he shall also bear and pay proportionate amount of Stamp duty, Registration charges, Legal fees etc. that may be required to be paid on any deed, declaration, instrument etc. that may be executed for forming Association or Society of **"**N **Vibha Annex"** Apartments building.

48. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the Vendor, Promoter and the Purchaser in presence of attesting Witnesses before Sub-Registrar is and shall be retained by the Purchaser and a zerox copy of the same is / shall be handed over to the Promoter.

49. **THAT** the Promoter and the Purchaser mutually agree, affirm and confirm that any confusion, complexity, differences or disputes arising between them in context to interpretation of any covenant/s contained in this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell by either of the parties shall as far as possible settled mutually and amicable by the parties but in case if such mutual or amicable settlement is not possible or if it fails, then the aggrieved party or parties may approach to Maharashtra Real Estate Regularity Authority for redressal of his / her / their grievances or disputes under provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder. It is further agreed that the rights and obligations of the parties under or arising out of this Agreement to Sell shall be construed and enforced in accordance with laws of India for time being in force before competent Courts of law at Nagpur jurisdiction only. It is further agreed that for covenants and subject matters not specifically covered under this Agreement to Sell, the provisions of Transfer of Property Act, 1882 shall apply. The Promoter and the Purchaser further agree and declare that this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell shall not be

subject to or covered under provisions of the Arbitration Act, 1996.

50. **THAT** the Promoter declares and confirms that any change in constitution of its Partnership Firm like admission, retirement, insolvency or death of any partner/s or dissolution of the Firm or constituting it from Partnership Firm to Company / Joint Venture in future shall not effect legal validity or enforceability of this Agreement to Sell.

51. **THAT** the Vendor, Promoter and the Purchaser mutually agree, affirm and confirm that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza / Survey – Khasra Numbers / Patwari Halka Number / Sheet Number / City Survey Number / Plot Number / Area of Plot / Boundaries of Plot / Name of Project / Apartment / Floor / Built Up Area - Carpet Area of Apartment and / or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor, Promoter and the Purchaser.

52. **THAT** the Vendor, Promoter and the Purchaser do here by declares and confirms that actual and correct boundaries of the aforesaid **Plot No. 2** is On the **East by -- Other Layout.,** On the **West by -- 9 Mt. Wide Road.,** On the **North by -- 24 Mt. Wide Road** and On the **South by -- Open Space and P. U. Land**. However in the Release Letter / Permit No. 6290 dated 21-06-2019 issued by the Nagpur Improvement Trust, the authorities of Nagpur Improvement Trust inadvertently and wrongly mentioned the boundaries of the said Plot No. 2 in the said Release Letter. Thus the Vendor, Promoter and the Purchaser with due consent of each other incorporated actual, physical and correct boundaries of the said Plot No. 2 in the present deed and ignore the Wrong Boundaries mentioned in said Release Letter.

53. **THAT** the Vendor, Promoter and the Purchaser declare, affirm and confirm that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in

vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further agree, affirm and confirm that they are absolutely satisfied with covenants of this Agreement to Sell.

SCHEDULE – "A"

DESCRIPTION OF PROJECT LAND

ALL THAT Piece and Parcel of land bearing **Plot No. 2 (Two),** (As per Nagpur Improvement Trust Release Letter) Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2, P. H. No. 44** of **MOUZA – JAITALA,** bearing **City Survey No. 177** and **Sheet No. 32,** situated at Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, **Ward No. 74**, in Tahsil and District **NAGPUR,** and bounded as under: -

ON THE EAST BY	**-------**	**OTHER LAYOUT.**
ON THE WEST BY	**-------**	**9 MT. WIDE ROAD.**
ON THE NORTH BY	**-------**	**24 MT. WIDE ROAD.**
ON THE SOUTH BY	**-------**	**OPEN SPACE AND P. U. LAND.**

SCHEDULE – "B"

DESCRIPTION OF RESIDENTIAL APARTMENT

ALL THAT variable, proportionate, **UNDIVIDED _____** % share and interest in **ALL THAT** Piece and Parcel of land bearing **PLOT No. 2 (Two),** As per Nagpur Improvement Trust Release Letter Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2, P. H. No. 44** of **MOUZA – JAITALA,** bearing **City Survey No. 177** and **Sheet No. 32, TOGETHERWITH** the entire R.C.C. superstructure Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**., and **Built Up Area** – **_____ Sq**. **Mtrs**., [**Open Balcony** area _____ Sq. Mtrs.,] situated on the **_____ Floor** in the building proposed to be constructed thereon, known and styled as proposed **"N Vibha Annex"** bearing **Nagpur Municipal Corporation House No. 653/A/2,** in **Ward No**. **74**, situated at

Chimurkar Layout, Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, **Ward No. 74**, in Tahsil and District **NAGPUR.**

IN WITNESS WHEREOF the **VENDOR**, **PROMOTER** and the **PURCHASER** have signed, executed and registered this **AGREEMENT TO SELL** at **Nagpur** in presence of the attesting witnesses signing as such on the day first above written. **[Drafted by Adv. R. B. Irkhede.]**

SHRI. SANJAY S/o. NILKANTHRAO CHIMURKAR

(VENDOR)

(SHRI / SMT. _____)

(PURCHASER)

For :- "NAKSHATRA INFRAA"

SHRI. SUDHIR S/o. RAMBHAU GINDHEWAR

AUTHORIZED PARTNER

(DEVELOPER / PROMOTER)

WITNESSES:-

1. _____

2. _____