

AGREEMENT TO SELL
FOR RS. _____ ONLY
(RUPEES _____ ONLY)
MARKET VALUE RS. _____ ONLY

THIS DEED OF AGREEMENT TO SELL is made and executed at
NAGPUR on this ____ Day of JANUARY, 2022, **BETWEEN :**

(1) SHRI. SHASHIKANT S/o LATE SHRI. KAMALAKAR CHIMOTE, Aged about 63 Years, Occupation – Retired (**PAN No. AAKPC6400C**), (**Aadhar Card No. 3358 5059 6958**), **(2) SHRI. NISHIGANDH S/o LATE SHRI. KAMALAKAR CHIMOTE**, Aged about 61 Years, Occupation – Retired (**PAN No. AAZPC5474H**), (**Aadhar Card No. 4374 6099 4405**), Both Residents of Plot No. 65, Friends Layout No. IV, Deendayal Nagar, Nagpur-440022, Tahsil and District – NAGPUR, **(3) MRS. SWATI W/o SADANAND MHASKAR (Maiden name Miss. Swati D/o Late Shri. Kamalakar Chimote)**, Aged about 66 Years, Occupation – Housewife (**PAN No. AAKPC6400C**), (**Aadhar No. 3358 5059 6958**), Resident of 1502, Markland Street, Columbus, OHIO – 43235, U.S.A., Acting through her duly Constituted Attorney **SHRI. SHASHIKANT S/o LATE SHRI. KAMALAKAR CHIMOTE**, the Vendor No. 1 above named, All acting through their duly Constituted Attorney **M/s. AARYA ASSOCIATES**, A Partnership Firm, (**PAN No. ABCFA3869N**), having its Office at Plot No. 13, Ravindra Nagar, Nagpur and acting through its **Partners – (1) SHRI. PARESH S/o LATE SHRI. DATTATRAYA JOSHI**, Aged about 48 Years, Occupation – Business, (**Aadhar No. 4058 3096 0773**), Resident of Plot No. 13, Ravindra Nagar, Nagpur-440022, Tahsil and District – NAGPUR **and (2) SHRI. NARENDRA S/o SHANKARRAO GURVE**, Aged about 51 Years, Occupation – Business, (**Aadhar No. 9159 9485 1252**), Resident of Plot No. 29, Ravindra Nagar, Nagpur-440022, Tahsil and District – NAGPUR, hereinafter all jointly called the **"VENDORS"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDORS"** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

SHRI./MRS. _____, Aged about ____ Years, Occupation – _____, Resident of _____, Chhindwara - _____, hereinafter called the **"PURCHASERS"**, which

expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASERS"**, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART. (PAN - _____), (Aadhar No. _____)**

AND

M/s. AARYA ASSOCIATES, A Partnership Firm, **(PAN No. ABCFA3869N)**, having its Office at Plot No. 13, Ravindra Nagar, Nagpur and acting through its **Partners - (1) SHRI. PARESH S/o LATE SHRI. DATTATRAYA JOSHI**, Aged about 48 Years, Occupation - Business, **(Aadhar No. 4058 3096 0773)**, Resident of Plot No. 13, Ravindra Nagar, Nagpur-440022, Tahsil and District - NAGPUR **and (2) SHRI. NARENDRA S/o SHANKARRAO GURVE**, Aged about 51 Years, Occupation - Business, **(Aadhar No. 9159 9485 1252)**, Resident of Plot No. 29, Ravindra Nagar, Nagpur-440022, Tahsil and District - NAGPUR, hereinafter called the **"CONFIRMING PARTY"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PARTNERSHIP FIRM** and its **PARTNERS"**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS the Vendors hereinabove named jointly own and possess the property comprising ALL THAT Piece and Parcel of land bearing Plot No. 65 (SIXTY FIVE), out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 130/1, 3, 4 and 5 of Mouza - PARSODI, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District - NAGPUR and more particularly described in the "SCHEDULE" hereunder written and which property is hereinafter referred to as **"the said Property"**;
AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 65 (SIXTY FIVE), out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, admeasuring Length North-South 15 Mtrs. and Breadth East-West 24 Mtrs. equal to 360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.), being a portion of the entire land bearing Khasra

Nos. 130/1, 3, 4 and 5 of Mouza - PARSODI, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District - NAGPUR, Originally belonged to The Friends Co-operative Housing Society Limited, Nagpur, A Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration Sr. No. NGP/HSG/123 Dated 19/10/1962, having its Registered Office at Plot No. 41, Tatya Tope Nagar, West High Court, Nagpur-440 015, Tahsil and District - Nagpur, being its separate property; AND

WHEREAS the aforesaid The Friends Co-operative Housing Society Limited, Nagpur lateron in its turn through its Hon. Secretary Shri. Laxmikant Madhaorao Deshmukh transferred/sold the said Plot No. 65 (Sixty Five) out of its sanctioned layout, situated at Deendayal Nagar, Nagpur in Tahsil and District - Nagpur by way of sale to one of its Share Holder Member of Shri. Kamalakar S/o Kesheorao Chimote, by a Sale Deed Dated 28/12/1979, which is duly registered in the Office of the Joint Sub Registrar-III, Nagpur in Addl. Book No. 1, Volume No. 304 on Pages 47 to 50 at Sr. No. 1754(P) on 29/12/1979; AND

WHEREAS the aforesaid entire land bearing Khasra Nos. 130/1, 3, 4 and 5 is converted for Non Agricultural (Residential) Use by the Sub Divisional Officer, Nagpur vide his Order Dated 28/01/1976 passed in Revenue Case No. 16/NAP/34/75-76 of Mouza - PARSODI; AND

WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement Dated 27/5/1977 made between the aforesaid Friends Co-operative Housing Society Limited, Nagpur and the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Shri. Kamalakar Kesheorao Chimote lateron constructed a Double Storied Residential House the then standing on the said Plot of land, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/8445/12701 Dated 20/8/1980 in Case No. CS/12701. The said entire construction the then standing on the said Plot of land has now demolished and the said Plot is in Vacant condition at present; AND

WHEREAS during his life time the aforesaid Shri. Kamalakar Kesheorao Chimote had executed his LAST WILL AND TESTAMENT on 11/08/2005 and thereby he created Life interest only of his wife in the said property for the purpose of live, reside in the said property during her life time only with a right to enjoy all the household articles viz. goods, crockery, furniture, fixtures, ornaments etc. therein and upon her demise he gave and bequeathed the Undivided 1/3rd share and interest in the said Plot of land Togetherwith the entire Ground Floor Built-up Premises to his younger son Shri. Nishigandh Kamalakar Chimote absolutely forever with heritable and transferable rights therein. By the said Will he further gave and bequeathed the Undivided 1/3rd share and interest in the said Plot of land Togetherwith the entire FIFTH FLOOR Built-up Premises to his elder son Shri. Shashikant Kamalakar Chimote absolutely forever with heritable and transferable rights therein. In pursuance of the said Will he further gave and bequeathed the remaining Undivided 1/3rd share and interest in the said Plot of land alongwith Top/Terrace of the FIFTH FLOOR with a right to construct the Second Floor thereon to his daughter Mrs. Swati Sadanand Mhaskar (Maiden name Miss. Swati Kamalakar Chimote), the Vendors abovenamed absolutely forever with heritable and transferable rights therein; AND

WHEREAS the aforesaid Shri. Kamalakar Kesheorao Chimote left for heavenly abode on 27/11/2008 and consequent upon his death/demise, his aforesaid two sons and daughter namely (i) Shri. Shashikant Kamalakar Chimote, (ii) Shri. Nishigandh Kamalakar Chimote and (iii) Mrs. Swati W/o Sadanand Mhaskar (Maiden name Miss. Swati Kamalakar Chimote), the Vendors hereinabovenamed have now become the Owners for their respective portion so allotted to them in terms of the aforesaid Will Dated 11/08/2005. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their names in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 48 on 05/12/2010; AND

WHEREAS the Vendors hereinabovenamed later on decided to develop the aforesaid entire property comprising Plot No. 65 (Sixty Five) containing by admeasurement 360.00 Sq. Mtrs., (i.e. their respective Portions in the aforesaid property jointly), situated at Deendayal Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District - NAGPUR into a **"RESIDENTIAL ESTATE"** by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS for execution and Registration of Development Agreement the aforesaid Mrs. Swati W/o Sadanand Mhaskar (Maiden name Miss. Swati Kamalakar Chimote) has executed her General Power of Attorney regarding her share in the aforesaid property on 07/02/2014 and thereby she empowered, appointed and authorized her brother Shri. Shashikant S/o Kamalakar Chimote as her Attorney and the same is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 2 in Book No. 4 at Sr. No. 676 on even date and thus the said Shri. Shashikant Kamalakar Chimote is entitled to deal with the share of Mrs. Swati Sadanand Mhaskar; AND

WHEREAS accordingly by an Agreement of Development dated 29/06/2020, the Vendors have jointly entrusted the entire work of Development of the said property comprising Plot No. 65 (Sixty Five), situated at Deendayal Nagar, Nagpur in Tahsil and District - Nagpur to **M/s. AARYA ASSOCIATES**, the Confirming Party hereinabove named upon the several terms and conditions contained therein and the said Agreement is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2898 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon. By the same Agreement the Vendors have further allowed and permitted the Confirming Party to develop the said Plot of land into a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS by the same Agreement the Vendors have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective buyer(s) as may be nominated by the Confirming Party hereto; AND

WHEREAS for completion of the said Scheme in all respects smoothly the Vendors have executed a General Power of Attorney in respect of their aforesaid property and thereby jointly and severally empowered, appointed and authorized M/s. Aarya Associates and its Partners namely (i) Shri. Paresh Dattatraya Joshi and (ii) Shri. Narendra Shankarrao Gurve as their Attorney Holder and the same is also duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2899 on even date; AND

WHEREAS in the mean time a Correction Deed to the aforesaid Agreement of Development Dated 29/06/2020 was also executed by the Vendors in favour of the Confirming Party on 3/8/2020, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 3752 on even date. In the like manner a Correction Deed to

the aforesaid General Power of Attorney Dated 29/06/2020 was also executed by the Vendors on 3/8/2020 and the same is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 3753 on even date; AND

WHEREAS for the purpose of construction of additional Built-up spaces on the said Plot of land, the aforesaid M/s. Aarya Associates, the Confirming Party hereto has purchased Transferable Development Rights (TDR) of 553.00 Sq. Mtrs. vide TDR Certificate No. 81 Dated 14/05/2020 issued by The Commissioner, Nagpur Municipal Corporation from Shri. Manohar S/o Gulabrao Shirke through his Attorney Shri. Datta S/o Manohar Shirke by a Transfer Deed dated 02/07/2020, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 8 in Book No. 1 at Sr. No. 1465 on even date; AND

WHEREAS in the like manner for the purpose of construction of additional Built-up spaces on the said Plot of land, the aforesaid M/s. Aarya Associates, the Confirming Party hereto has purchased Transferable Development Rights (TDR) of 92.00 Sq. Ft. vide TDR Certificate No. 81 Dated 14/05/2020 issued by The Commissioner, Nagpur Municipal Corporation from Shri. Manohar S/o Gulabrao Shirke through his Attorney Shri. Datta S/o Manohar Shirke by a Transfer Deed dated 15/09/2020, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 8 in Book No. 1 at Sr. No. 2481 on even date; AND

WHEREAS as per D.C.R. Rules and Regulation, the Confirming Party hereto is entitled to use and utilized the Transferable Development Rights (T.D.R.) of 252 Sq. Mtrs. in the construction to be carried by it on the said Plot No. 65; AND

WHEREAS in pursuance of the said Agreement Dated 29/06/2020, the Confirming Party has accordingly prepared a plan of the Multistoried building proposed to be constructed on the said Plot of land and to be known and styled as **"SANDHYARANG APARTMENTS"** by utilizing the aforesaid 252 Sq. Mtrs. Transferable Development Rights (TDR) in construction to be carried out on the said Plot of land and the same is duly sanctioned by the by Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No.278/BP/Parsodi/TP/NMC/117, Dated 26/11/2020; AND

WHEREAS, as per the aforesaid Agreement of Development, the said Multistoreyed building (G+4 Floors) thereon consisting of 8 self contained separate Apartments therein, however as per new D.C.R. Rules and

Regulation (U.D.C.R.), **NOW** the Fifth Floor is sanctioned consisting of 2 Apartments by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 484/BP/PARSODI/TP/NMC/225, Dated 27/10/2021; AND

WHEREAS, due to the aforesaid circumstances, the Floor is corrected to Ground Plus Five Floors as mentioned on various pages in the aforesaid Agreement of Development Dt. 29/6/2020 and the same needs to be changed/corrected and consequentially therefore the Vendors & the Confirming Party have executed Correction Deed in Agreement of Development on 25/11/2021 and the same is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 9412 on even date and additional differentiate Stamp Duty of Rs. 1,84,000/- is paid thereon; AND

WHEREAS, in the like manner, due to the aforesaid circumstances, the Floor is corrected to Ground Plus Five Floors as mentioned on various pages as well as Family Unit Chart, in the aforesaid Deed of Declaration Dt. 29/6/2020 and the same needs to be changed/corrected and consequentially therefore the Vendors & the Confirming Party have executed Correction Deed in Deed of Declaration on 25/11/2021 and the same is duly registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 9413 on even date; AND

WHEREAS, the Vendor has informed the Purchaser that total Floor Space Index available as on the date in respect of the said property. That Vendor intends to carry out said project by utilizing the entire FSI available including by availing paid FSI, TDR and such other FAR available which shall be exclusively consumed by the Vendor; AND

WHEREAS, the Vendor has informed the Purchaser that, the Vendor has designed the structure including RCC for the purpose of consuming entire building potential on the said property and the Purchaser has understood and agreed the same; AND

WHEREAS, the Purchaser after understanding the plans of the Vendor about the said scheme and project including the future construction as per the existing sanctioned building plans, and proposed revision of plans, is desirous of acquiring Apartment in the buildings proposed on said property in said Township and hence approached the Vendor; AND

WHEREAS, the Vendor on the request of Purchaser has supplied the Purchaser the copies of all the documents of title of the said property out of

said land and the copy of layout of said land, plans, designs, specifications and such other documents required by the provisions of Real Estate (Regulation and Development) Act, 2016, the Maharashtra Apartments (Ownership) Act, 1970 and the rules made there-under (hereinafter referred to as the said Act / rules) and also about the proposed consumption of entire building potential on the said property by the Vendor; AND

WHEREAS, the Vendor has also supplied to the Purchaser the copies of the certificate of title issued by it's advocate i.e. Advocate Ritesh C. Mahendra and the copies of the 7/12 extracts, documents of title, the copies of the plans and specifications of the building, details of amenities and facilities proposed to be provided by the Vendor and all the documents by which the Vendor has got the exclusive rights to develop the said land which includes said property, to show the nature of title to the said land. The Vendor has supplied the Purchaser the copy of the said title report and the Purchaser hereby acknowledges the same. The Vendor has annexed to this agreement the title certificate of his advocate as required by said Act, and the same is marked as **Annexure - II**; AND

WHEREAS, the Vendor has registered the said project comprising only Building being constructed on the said property on the said land, with the Regulatory Authority under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Registration No. is _____; AND

WHEREAS, the Vendor herein has engaged a duly qualified Architect **Mr. Nandesh Firke**, who is registered with the Council of Architects and entered into such agreement is as per the agreement prescribed by the council of architect and said Architect has prepared building plans for construction of a multistoried building/s on the said land and also appointed structural Engineers namely **Mr. Abhay Kulkarni** for the preparation of the structural design and drawings of the building/s; AND

WHEREAS, the Purchaser herein has inspected all the original documents of title referred to hereinabove as well as the original sanctioned lay out, building plan and other statutory permissions obtained by the Vendor and such other documents specified under the said Act and the Rules and Regulations made there under; AND

WHEREAS, the authenticated copies of certificate of title issued by **Advocate Ritesh C. Mahendra** of the Vendor, authenticate copies of relevant revenue record showing the nature of the title of the Vendor to the project land on which the apartments are to be constructed have been annexed hereto and marked as Annexure A & B respectively. The

authenticated copies of the layout approved by the concerned local authority and authenticated copies of the floor plans of the layout as proposed by the Vendor and according to which, the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-1 & C-2 respectively and authenticate copies of the plans and specification of the Apartment agreed to be purchased by the Purchaser as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

While sanctioning the said plans, concerned local authority and/or government has laid down certain terms, conditions, stipulations, restriction which are to be observed and performed by the Vendor while developing the project land and the said building and upon view of the observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

The Vendor has accordingly commenced construction of the said building in accordance with the plans.

After getting fully satisfied about the marketable title and right and authority of Vendor herein, the Purchaser had applied for an apartment in the Project and has been allotted residential Apartment No. _____ having Carpet Area of _____ Sq. Mtrs, Built-up Area _____ Sq. Mtrs. on _____ Floor in the said building being constructed on said land, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (Which is hereinafter collectively called and referred to as **Said Apartment** and is more particularly described in **Schedule** herein under) and is marked in Red Ink in the plan annexed herewith. And on the application of the Purchaser, the Vendor has agreed to allot the said Apartment by issuing Letter of Allotment dated ____/____/____; AND

WHEREAS, in accordance with the terms and conditions set out in this Agreement and which are mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Said Apartment, the Vendor agreed to sale Said Apartment to the Purchaser for an agreed consideration of Rs. _____ (Rupees _____ Only). As per the provisions of the said Act, the Vendor is required to execute written Agreement of Sale of the said Apartment with the Purchaser and to register the said Agreement, hence this presents; AND

WHEREAS, the Purchaser has before the execution of these presents independently scrutinized the foregoing documents and also this agreement, with the help of his Advocate and has completely satisfied himself in respect of the rights and title of the owners and the rights of the Vendor to the said property, the rights of the Vendor to construct township project on the said land and to sell / dispose off the same and due compliance by the Vendor of the relevant provisions contained in the said Acts and Rules; AND

WHEREAS, the Vendor has explained the Purchaser that, the scheme being proposed by the Vendor will be carried out as may deem fit by the Vendor on the said property which is described in **Schedule** written hereunder and the Vendor has explained the Purchaser that, the entire project land, including said property, will be conveyed to the Apartment Condominium / Body of Apartment Purchasers under the provisions of Maharashtra Apartment Ownership Act, 1970 only after last of the building in the lay out of entire project land is completed and occupancy certificate is received from local body and the Apartment Purchasers shall not have any claim or shall not be having any claim and shall not obstruct for development or constructions in entire project land, and the Purchaser has clearly understood the same with the help of his legal advisor; AND

WHEREAS, the purchaser after satisfying himself about the rights of the Vendor, and the title of the said Vendor to the said land, and also about the actual amenities and facilities being provided in the said project, approached the Vendor for acquiring occupancy rights over the Apartment No. _____ on _____ Floor, Carpet Area _____ Sq. Mtrs., (more particularly described in Schedule-VI written hereunder, hereinafter referred to as "THE SAID APARTMENT") applied to the Vendor for allotment of the same; AND

WHEREAS, in the premises that, the Purchaser shall not obstruct the Vendor from revising the plans for the purposes of constructions in the said project for consuming the entire building potential of the said land, and the Purchaser agreeing to give consent for the revision of plans whenever necessary and demanded by the Vendor, the Vendor has agreed to sell to the Purchaser the said Apartment at the price and on terms and conditions hereinafter appearing.

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

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASERS will BUY **THE UNDIVIDED _____ PERCENT** share and interest in ALL THAT Piece and Parcel of land bearing **Plot No. 65 (SIXTY**

FIVE), out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement **360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.)**, being a portion of the entire land bearing Khasra Nos. **130/1, 3, 4 and 5** of Mouza - **PARSODI**, P.S.K. 44, TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No. _____**, covering a **Carpet Area ____ Sq. Mtrs., Built-up area of ____ Sq. Mtrs. (i.e. Super Built-up Area of ____ Sq. Mtrs.)**. on the _____ **FLOOR** of a Building proposed to be constructed thereon and to be known and styled as **"SANDHYARANG APARTMENTS"**, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the **FIRST** and **SECOND** Schedules hereunder written and which property is hereinafter referred to as **"the said Property"**.

(2) THAT the total price of the aforesaid property is hereby agreed at **Rs. _____/- (Rupees _____ Only)**, which the Purchasers has specifically agreed to pay to the Confirming Party in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials.

MANNER OF PAYMENT :

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor, in Cash / by Cheque No. _____, Dated _____, Drawn on _____, at the time of Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at Plinth Level.

- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at of Parking Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting First Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Second Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Third Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Fourth Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Fifth Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Sixth Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at casting Seventh Floor Slab Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at completion of Brick Works.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at completion of Plastering Works.
- Rs. (Rupees _____) Only agreed to be paid by the Purchasers to the Vendor at completion of Finishing Works.
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Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before taking over the actual possession of the chosen Apartment OR at the time of execution of Sale Deed, whichever is earlier.

Rs. (RUPEES _____ ONLY)

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

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

(4) THAT the Purchasers has satisfied with respect to the Vendors' title to the said property as good, valid and marketable and also fully satisfied for the Confirming Party's right to develop the said property and the Purchasers has accepted the same without any further investigation.

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the

outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchasers, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

(6) THAT it is understood and accepted by the Purchasers that the Confirming Party shall remain exclusively in-charge of the entire construction of the proposed Multistoried Building in all respects without any let, hindrance or interference by the Purchasers.

(7) THAT the Confirming Party shall erect and build the proposed Multistoried Building consisting of various self contained separate Apartments therein strictly in accordance with the Plan duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur as mentioned above. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchasers subject to extra payment thereof to be made by Purchasers to the Confirming Party in advance.

(8) THAT the Vendors/Confirming Party have/has reserved their/it right(s) to revise the sanctioned Building Plan subject to approval of the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur or the Competent Authority empowered in this behalf.

(9) THAT the Purchasers has finally chosen to own and possess the aforesaid **Apartment No. _____** on the **_____ FLOOR** out of the proposed Multistoried building more particularly described in the SECOND SCHEDULE hereunder written for Residential Use only and not any other purposes.

(10) THAT the Vendors/Confirming Party shall not deliver the actual physical possession of the said **Apartment No. _____** on the **_____ FLOOR** to the Purchasers until the entire cost of construction including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Sales Tax/Turn Over Tax, Goods & Service Tax, etc., are paid by the Purchasers in full to the Confirming Party hereto.

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

Vendors/Confirming Party.

(12) THAT during the period of building construction the Purchasers with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

(13) THAT for the purpose of giving clear title over the Apartment chosen by the Purchasers and each of the other buyer(s) in the said Multistoried building, the Vendors have executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur City No. 4 in Book No.1 at Sr. No. 4056 on 27/11/2020 as well as Correction/Amendment Deed in Deed of Declaration Dated 25/11/2021, which is registered in the office of the Joint Sub Registrar Nagpur-4, in Book No. 1, at Sr. No. 9413 on even date. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchasers and her successors in title of the Purchasers.

(14) THAT the Purchasers agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

(15) THAT the available open space (excluding the Restricted Area mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division or any part thereof will be effected or carried out by the Purchasers severally or jointly with any other Apartment Owner or Owners.

(16) THAT in the event of the Purchasers committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amount till then subscribed by the Purchasers towards the cost of construction of the Apartment chosen by the Purchasers shall be refunded to Purchasers free of any interest thereon and also after deducting there from a Fixed sum of Rs. 1,00,000/- (Rupees One Lakh Only) by way of liquidated damages within a period of 3 (THREE) Months from the date, this Agreement stands terminated/cancelled and in such event right to purchase the Undivided Percent share and interest in the said Plot of land as mentioned above of the Purchasers shall also be extinguished and come to an

end simultaneously as a matter of Course. In such event the Vendors/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment bearing **Apartment No. ____** on the **_____ FLOOR** to any prospective/intending buyer without any further notice or reference to the Purchasers.

(17) THAT the Purchasers hereby specifically agrees with the Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchasers, the Purchasers will not object or prevent or obstruct the Vendors/Confirming Party 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.

(18) THAT the Purchasers further agrees to pay to the Confirming Party the Sales Tax or Turn Over Tax, if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said Apartment or on the cost of Building materials used or the cost of land as the case may be and shall always keep the Vendors/Confirming Party indemnified against the same.

(19) THAT the Purchasers shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by the Purchasers with effect from the date of Registration of the Sale Deed or from the date of taking over actual possession thereof whichever may be earlier.

(20) THAT the Vendors shall deliver the actual physical possession of the Undivided share and interest in the said Plot of land Togetherwith Apartment bearing **Apartment No. ____** on the **_____ FLOOR** hereby agreed to be sold to the Purchasers or nominee(s) of the Purchasers through the Confirming Party at the time of Registration of the Sale Deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchasers shall hold the said Plot of land jointly with the other Apartment Owners alongwith Apartment chosen by the Purchasers absolutely forever with heritable and transferable rights therein.

(21) THAT the Purchasers hereby agrees not to occupy the said Apartment without prior written permission of the Confirming Party else Purchasers shall be treated as a tress passer.

(22) THAT the Vendors/Confirming Party do/does hereby agree with the Purchasers that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges

including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchasers, the Vendors/Confirming Party will execute a proper and duly registered Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising **Apartment No. _____** on the _____ **FLOOR** hereby agreed to be sold in favour of the Purchasers or the nominee(s) appointed by the Purchasers and get the same duly registered at the costs of Purchasers in accordance with the law in force provided the Purchasers shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchasers to the Confirming Party.

(23) THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchasers jointly with the other Co-owners thereof. However the Apartment chosen by Purchasers in the proposed Multistoried Building shall be owned and possessed by the Purchasers exclusively with heritable and transferable rights therein.

(24) THAT the Purchasers shall pay proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of Undivided share in the said Plot of land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession, whichever is earlier onwards and shall always keep the Vendors/Confirming Party indemnified against such payments.

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

(26) THAT it is understood by the Purchasers that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork. It is understood by the Purchasers that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchasers that on account of practical constraints there will be an allowance of plus or minus in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchasers for such variations.

(27) THAT the Purchasers shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchasers shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchasers, then in such event, Purchasers will be solely responsible for any consequences which may arise. The Purchasers shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

(28) THAT the Confirming Party shall complete the said Apartment chosen by the Purchasers available for occupation within a period of 18 Months from the date of execution of this Agreement. The Confirming Party shall hand over the possession of the said Built-up premises as stated hereinabove but subject however to the availability of steel, cement, and other building materials and grant of necessary electric and water connections or supply and other building material and also subject to any war, civil commotion, riots, or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and / or enemy action, war, 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 Confirming Party any other reasonable cause and the Purchasers agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Confirming Party.

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

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

(31) The Purchasers undertakes to notify in writing any change the address to the Confirming Party for further communication.

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

(33) THAT it is agreed by and between the Parties hereto that any dispute arising between the parties hereto shall be referred to the Panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of Apartment, (C) to settle the Complaint regarding construction etc. The Parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators and the Panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding Arbitration, the Parties hereto specifically agree not to approach any court of law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration Proceedings.

(34) THAT the Vendors do hereby state and declares that it shall be the sole liability and responsibility of the Vendors/Confirming Party to pay the amount of Tax Deducted at Source (TDS) as applicable and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchasers from the Sale Consideration payable to the Vendors/Confirming Party and to credit the same in the appropriate account of Income Tax Department.

(35) THAT the Purchaser, at the exclusive option of the Vendor along-with other Purchasers shall join in formation/registration of Association of Apartment Owners Condominium that would be formed by the Vendor of the Apartment Purchaser/unit Purchaser of buildings on the entire project land. It is agreed upon and understood that the Apartment Condominium will be formed by making Declaration in terms of provisions of Maharashtra Apartment Ownership Act, 1970 for entire project land and all the buildings thereon within stipulated period after occupancy certificate is received to the last of building in lay out at that time. For this purpose the Purchaser shall sign and execute all relevant documents including bye-laws, as prepared by the Advocate of the Vendor to enable the Vendor to register the organization within the time prescribed by the said Act. It has been agreed upon that, such body shall be formed for the ultimate conveyance as contemplated by the MAOA in favour of the said body of the said property only and the Purchaser and the said body / organization / society shall not have any claim or demand on any unsold Apartment / unit and shall not obstruct the Vendor from selling the unsold Apartment / units.

(36) THAT all the provisions of Maharashtra Apartment Ownership Act,

1970 shall be applicable to this Agreement and accordingly, the Purchaser has agreed to make payment of common maintenance charges, one time deposits, etc. as may be decided by the **SANDHYARANG APARTMENTS** Owners Association

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

(38) THAT the said Agreement to Sell is drafted by us as per the instructions given by the parties hereto and the documents produced by them before us.

(39) THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

(40) THAT all expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed, Transfer Deed, cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchasers.

SCHEDULE - I

DETAILS OF OWNERS AND PROPERTY OWNED BY THEM

Name of the Developer	Description of property owned
M/s. AARYA ASSOCIATES	ALL THAT Piece and Parcel of land bearing Plot No. 65 (SIXTY FIVE) , out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.) , being a portion of the entire land bearing Khasra Nos. 130/1, 3, 4 and 5 of Mouza - PARSODI , P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza -

Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR.

SCHEDULE II

DESCRIPTION OF THE SAID LAND ABOVE REFERRED TO

ALL THAT Piece and Parcel of land bearing **Plot No. 65 (SIXTY FIVE)**, out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement **360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.)**, being a portion of the entire land bearing Khasra Nos. **130/1, 3, 4 and 5** of Mouza - **PARSODI**, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and which is bounded as follows :

ON THE EAST	-	BY PLOT NO. 48
ON THE WEST	-	BY 18.00 MTRS. WIDE
ROAD		
ON THE NORTH	-	BY PLOT NO. 64
ON THE SOUTH	-	BY PLOT NO. 66

SCHEDULE III

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of the building to be known and styled as "SANDHYARANG APARTMENTS" proposed to be constructed on the aforesaid Plot of land covering a Carpet Area of _____ Sq. Mtrs., excluding area of balconies, share in stair case, parking, terrace, common area, etc.

SCHEDULE V
AMENITIES AND SPECIFICATIONS

IN WITNESS WHEREOF the VENDORS, the PURCHASERS and the CONFIRMING PARTY hereinabovenamed have fully examined and read over this **DEED OF AGREEMENT TO SELL** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

{Drafted by :- Adv. Ritesh C. Mahendra}

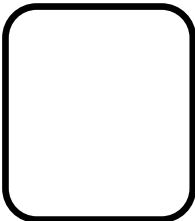
WITNESSES :

(1) _____		(1) (PARESH DATTATRAY JOSHI)	
		(2) (NARENDRA S. GURVE) As duly Constituted Attorney for Vendors <u>VENDORS</u>	

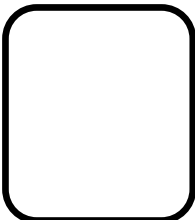
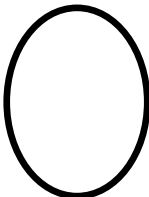
(_____)

PURCHASERS

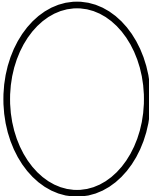
FOR M/s. AARYA ASSOCIATES



(1)
(PARESH DATTATRAY JOSHI)



(2)
(NARENDRA S. GURVE)



Authorised Partners

CONFIRMING PARTY

(2) _____