

“DARSHANI MANJIRI APARTMENT”

AGREEMENT OF SALE OF APARTMENT

Market Valued At Rs. _____

For the Purpose of valuation and Stamp Duty Valued at Rs. _____/-
Stamp duty of Rs. _____/- and registration Fees is Rs. _____/-
affixed alongwith Item No. _____, Govt. Rate @ Rs. _____ per Sq. Mtr.

THIS AGREEMENT TO SELL is made on this ____ Day of January, 2022 at
Nagpur.

BETWEEN

(1) Shri. Vasantao s/o Ramrao Chavan, aged about 87 years, Occ:- Agriculturist
(PAN NO. AOHPCO858H),

(2a) Kishor s/o Vasantao Kakde, aged about 68 years, Occ:- Retired (PAN NO.
BFLPK9861C), (2b) Dilip s/o Vasantao Kakde, aged about 62 years, Occ:-
Service, (PAN NO. BKXPK6980K), (2c) Smt. Shilpa w/o Sharadrao Kakde, aged
about 63 years, Occ:- Housewife (PAN NO. _____),

(3a) Surendra s/o Ambadas Dhomne, aged about 46 years, Occ:- Service, (PAN
NO. ALBPD1974G), (3b) Smt. Sarangi w/o Surendra Dhomne, aged about 46
years, Occ:- Service, (PAN NO. AGZPD2179A),

(4) Satish s/o Madhukarrao Kulkarni, aged about 52 years, Occ:- Service, (PAN
NO. ADAPK0044K),

(5a) Sunil s/o Madhukarrao Kulkarni, aged about 65 years, Occ:- Retired, (PAN
NO. AEIPK3515J), (5b) Smt. Shaila w/o Sunil Kulkarni, aged about 60 years,
Occ:- Service, (PAN NO. AOSPK0074J),

(6) Gajanan s/o Champatrao Malvi, aged about 77 years, Occ:- Retired, (PAN
NO. ACHPM5684R),

(7) Vijay s/o Govindrao Joshi, aged about 67 years, Occ:- Retired (PAN NO.
ABFPJ1898P),

(8) Satish s/o Madhukar Kulkarni, aged about 52 years, Occ:- Service, (PAN NO. ADAPK0044K),

(9) Gajanan s/o Raghunath Puranik, aged about 60 years, Occ:- Retired (PAN NO. ACHPP6520F),

(10a) Mohan s/o Baburaoji Mowade, aged about 55 years, Occ:- Service, (PAN NO. ABXPM2155Q) and (10b) Smt. Sarita w/o Mohan Mowade, aged about 52 years, Occ:- Business, (PAN NO. ABVPM5872A),

All resident of Manjiri Apartment, Plot no. T-14, Laxmi Nagar, Nagpur acting through their constituted Power of Attorney holder Shri. Ravindra s/o Trimbakrao Gode, (PAN NO. AILPG3263E, AADHAR NO. 302755667148), aged about 44 years, Occ:- Business, R/o; Flat No. C-201, J. P. Chambers, S. A. Road, Shraddhanadpeth, Nagpur - 440010 authorised partner of ATHARVA INFRA PROJECTS (PAN NO. ABNFA9801B), a partnership firm, duly registered under the provisions of partnership Act, having its office at Block No. 211, 1st floor, Brij Bhumi Complex, Near Telephone Exchange chowk, C. A. Road, Nagpur hereinafter both jointly called the “**VENDOR**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM, and it's PARTNERS as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

Atharva Infra Projects (PAN NO. ABNFA9801B), a partnership firm, duly registered under the provisions of partnership Act, having its office at Block No. 211, 1st floor, Brij Bhumi Complex, Near Telephone Exchange chowk, C. A. Road, Nagpur acting through its authorised Partner Shri. Akshay s/o Purushottam Yadav, aged about 30 years, Occ:- Business, (PAN NO. AENPY4617A, Aadhar no. 803021840176) office at: House no. 255, First floor, “Brij Bhumi Complex”, C. A. Road, Telephone Exchange, Nagpur hereinafter called the “**DEVELOPER**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**DEVELOPER**”, as well as, its Partners, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

Shri. _____, Aged about ____ Years, (PAN NO. _____, AADHAR NO. _____), Occupation : _____, Resident of _____ hereinafter called the “PURCHASER”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “PURCHASER”, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS, the Vendor are absolute co-owner and in possession of ALL THAT PIECE AND PARCEL OF total variable, proportionate and undivided 100% share and interest in all that piece and parcel of Malik - Makbuza land bearing plot no. T - 14, total containing by admeasurement 714.137 sq. mts., forming portion of entire land bearing Khasra no. 4/1-2, 7/2, 24, 25 and 26/1-4 of Mouza - Ajni, bearing Municipal Corporation House no. 378 and 378/1 in Ward no. 74, sheet no. (83)/14, city survey no. 147, situated in the layout of Scientific Co-operative Housing Society at Laxminagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation in Tahsil and District - Nagpur; AND

WHEREAS, the plot no. T-14 originally belonged to Shri. Camrushi Bramh Raya s/o C. Amar Lingam having purchased the same by him from The Scientific Co-operative Housing Society Limited, Nagpur by registered sale deed dated 1/2/1960; AND

WHEREAS, the aforesaid entire land comprising of Khasra no. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza - Ajni is converted into Non - Agricultural (Residential) use by Sub-Divisional Officer, Nagpur vide its order dated 16/10/1976 passed in Revenue Case no. 104/A-2/66-67; AND

WHEREAS, the layout of the aforesaid society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement dated 22/2/1952 made between the said society and the Nagpur Improvement Trust, Nagpur; AND

WHEREAS, the said Shri. Camrushi Bramh Raya s/o C. Amar Lingam later on sold the said plot no. T-14 in block “T” by way of registered sale to Shri. Vasant s/o Gulabrao Kakde and Shri. Vasant s/o Ramrao Chavan jointly by sale deed dated

3/7/1974, which is duly registered in the office of Sub-Registrar, Nagpur in book no. 1 at serial no. 3381 on even date; AND

WHEREAS, the said Shri. Vasant s/o Gulabrao Kakde and Shri. Vasant s/o Ramrao Chavan later on jointly decided to develop the aforesaid plot no. T-14 into residential estate by constructing a multi-storeyed building thereon consisting of various self contained separate apartments therein; AND

WHEREAS, accordingly a plan of Multi-storeyed building then proposed to be constructed on the said plot of land to be known and styled as “Manjiri Apartments” and the same is duly sanctioned and approved by the building engineer of the Nagpur Improvement Trust, Nagpur vide its building permit no. CS/957/13317 dated 18/2/1991; AND

WHEREAS, the said Shri. Vasant s/o Gulabrao Kakde and Shri. Vasant s/o Ramrao Chavan later on jointly transferred various undivided proportionate shares and interest in the said plot no. T-14 containing by admeasurement 718.39 sq. mts. together with various apartments out of Manjiri Apartment by way of sale to various interested buyers by various duly registered sale deeds. As a result therefore the purchasers hereinabove named 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 respective names in all relevant records; AND

WHEREAS, the said Vasant s/o Gulabrao Kakde breathed his last on 29/6/2009 (his son Shri. Sharad also left for heavenly abode on 31/12/2006) and consequent upon his death / demise his undivided 50% share and interest in the said plot no. T-14 devolved upon his widow Smt. Malini, sons namely Shri. Dilip and Shri. Kishor, daughter Mrs. Sandhya w/o Sadashivrao Pawar, daughter - in - law Smt. Shilpa wd/o Late Sharad Kakde, grandsons Shri. Anand and Shri. Harshwardhan and granddaughters Mrs. Nandini w/o Sanjayrao Nimbalkar and Mrs. Pallavi w/o Vaibhavrao Ingle by way of intestate succession; AND

WHEREAS, the Vendors have entered into Agreement of Re-Development with ATHARVA INFRA PROJECTS through its Partner Shri. Ravindra Gode with respect to plot no. T-14 and the same is registered at serial no. 2095/2019 on 10/4/2019 in the office of Sub-Registrar No. 1, Nagpur; AND

WHEREAS, the Vendors have jointly nominated, appointed and constituted Shri. Ravindra s/o Trimbakrao Gode, one of the authorized partner of Atharva Infra Projects as their true and lawful Power of Attorney holder, by way of General Power of Attorney which is registered at serial no. 2098/2019 on 10/4/2019 in the office of Sub-Registrar No. 1, Nagpur; AND

WHEREAS, Shri. Surendra s/o Ambadas Dhomne (one of the Vendor) has nominated, appointed and constituted Shri. Ravindra s/o Trimbakrao Gode, one of the authorized partner of Atharva Infra Projects as his true and lawful Power of Attorney holder, by way of General Power of Attorney which is registered at serial no. 3614/2019 on 28/6/2019 in the office of Sub-Registrar No. 1, Nagpur; AND

WHEREAS, an Additional land containing by admeasurement 375 sq. ft. (34.837 sq. mts.) lying on the southern side to the said plot no. T-14 in block No. "T" bearing Municipal Corporation House no. 378 and 378/1 in Ward no. 74, sheet no. (83)/14, city survey no. 147, situated in the layout of Scientific Co-operative Housing Society at Laxminagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation in Tahsil and District - Nagpur was lying vacant with the Scientific co-operative Housing society Limited, Nagpur. The Nagpur Improvement Trust vide its letter no. 650 dated 16/5/1970 has permitted aforesaid society to transfer the said Additional land. Accordingly, the Scientific co-operative Housing society Limited, Nagpur has sold the additional piece of land admeasuring 375 sq. ft. (34.837 sq. mts.) to the Vendors vide sale deed dated 24/2/2021 bearing registration no. 1790/2021 executed and registered in the office of Joint Sub-Registrar, Class 2, Nagpur city no. 4, Nagpur; AND

WHEREAS, by way of order dated 6/5/2021, Nagpur Municipal Corporation, Nagpur (Town Planning Department) amalgamated original piece of land alongwith southern side piece of land and accordingly, as on today plot no. T-14 is admeasuring 714.137 sq. mts.; AND

WHEREAS, the Vendors have purchased TDR from Nagpur Slum Rehabilitation Authority, Nagpur with respect 552 sq. mts. of FSI out of TDR certificate no. 5 dated 20/10/2020 arising out of land situated at Mouza - Nari, bearing khasra no. 109-110/2, sheet no. 968/16, city survey no. 62, PH No. 11, admeasuring 2.54 Hectar, rental Rs. 7.88/-, held in occupancy class - 1 right, including all

kinds of trees, shrubs, passage, right of pathways, water courses and all other easementary rights appurtenant within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur vide TDR transfer deed dated 17/3/2021 bearing serial no. 2502/2021 executed and registered in the office of Joint Sub-Registrar, class 2, Nagpur city no. 4, Nagpur. Accordingly, Slum Development Right Certificate was issued for area admeasuring 552 sq. mts. for construction over plot no. T-14 from the office of Slum Rehabilitation Authority, Nagpur on 19/5/2021 as per Government Notification No. TPS-1813/3067/CR-122/MCORP/12/UD-13 dated 28/1/2016 and Addendum on 2/5/2016; AND

WHEREAS, the Vendors have purchased TDR from Nagpur Municipal Corporation, Nagpur with respect 1284 sq. mts. of FSI out of 13332.00 sq. mts. from TDR certificate no. 90 dated 10/12/2020 arising out of land situated at Mouza - Nari, bearing khasra no. 109-110/2, sheet no. 968/16, city survey no. 62, PH No. 11, admeasuring 2.66 Hecter, rental Rs. 8.28/-, and khasra no. 109-110/3, sheet no. 968/16, city survey no. 62, PH No. 11, admeasuring 2.54 Hecter, rental Rs. 7.88/-, held in occupancy class - 1 right, including all kinds of trees, shrubs, passage, right of pathways, water courses and all other easementary rights appurtenant within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur vide TDR transfer deed dated 23/3/2021 bearing serial no. 2651/2021 executed and registered in the office of Joint Sub-Registrar, class 2, Nagpur city no. 4, Nagpur. Accordingly, Development Right Certificate for area admeasuring 1284 sq. mts. for construction over plot no. T-14 from the office of Nagpur Municipal Corporation, Nagpur on 3/6/2021 as per Government Notification No. TPS-1813/3067/CR-122/MCORP/12/UD-13 dated 28/1/2016 and Addendum on 2/5/2016; AND

WHEREAS, Airport Authority of India vide its letter dated 25/6/2020 has granted NOC for height clearance with respect to said plot no. T-14 in favour of Atharva Infra Projects; AND

WHEREAS, the Vendors have decided to develop the above mentioned plot by constructing a multi-storeyed building thereon building known and styled as "DARSHANI MANJIRI APARTMENT" according to the plan which is approved and duly sanctioned by the Assistant Director, Town Planning Department, Nagpur

Municipal Corporation, Nagpur vide its building permit no. 610/BP/AJNI/TP/NMC/36 dated 28/12/2021 and which is made a part hereof.

WHEREAS, the said multi-storeyed building to be known and styled as “DARSHANI MANJIRI APARTMENT” consists of ground floor, first floor, second floor, third floor, fourth floor, fifth floor, sixth floor and seventh floor. There is parking in basement and on the ground floor, three flats on the ground floor, three flats on the first floor, three flats on the second floor, four flats on the third floor, four flats on the fourth floor, three flats on the fifth floor, three flats on the sixth floor and three flats on the seventh floor. Thus, there are in all twenty six flats / self contained separate apartment in the said multi-storeyed building. That, all apartment shall be used for residential purpose only. That each of the unit will be well equipped with electricity fittings and water pipe fittings and have the common facilities as narrated in this deed; AND

WHEREAS, the Vendors do hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenants or illegal encroachment on the said Project Land and the Vendors have clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS, the Vendors have registered the said Project under the provisions of the Real Estate Regulatory Act with the Maharashtra Real Estate Regulatory Authority bearing Registration No- _____ ; AND

WHEREAS, on demand from the Purchaser, the Vendors have given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications etc. and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (*hereinafter referred to as "the said Act"*) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendors to sell the same on ownership basis. The Purchaser hereby confirms that the Developer has produced for inspection to the

Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors; AND

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors/Developer 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/s shall be granted by the concerned local authority; AND

WHEREAS, the Vendors have decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title. The said Deed of Declaration is duly Registered in the Office of Joint Sub-Registrar, class 2, Nagpur city No. 8, Nagpur bearing serial no. 7238/2021 dated 31/12/2021; AND

WHEREAS, the Vendors have accordingly commenced construction of the said building/s in accordance with the said Sanctioned/proposed plans; AND

WHEREAS, the Purchaser has applied to the Vendors for purchase of **Apartment No. ____ on ____ Floor** situated in the Building “DARSHANI MANJIRI APARTMENT” being constructed in the said Project; AND

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

WHEREAS under the provisions of applicable Law, Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Vendors are required to execute a written Agreement to Sell of the said Apartment with the Purchaser and also to register said Agreement under the Registration Act, 1908; AND

WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement Vendors agree to sell and the Purchaser/s agrees to purchase the said Apartment; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed building for his/her Residential Use with heritable and transferable rights therein has approached the Vendors and expressed his/her desire and willingness to purchase the Undivided proportionate share and interest in the said land Togetherwith the entire R.C.C. Superstructure comprising **Apartment No. ____** on the ____ **FLOOR** of “DARSHANI MANJIRI APARTMENT”; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors have now agreed to sell the aforesaid property to the Purchaser for a total consideration of **Rs. _____** upon the following terms and conditions.

WHEREAS prior to the execution of this Agreement the Vendors have received a sum of **Rs. _____** from the Purchaser being part payment out of the total agreed consideration of **Rs. _____** of the Apartment Agreed to be sold by the Vendors to the Purchaser as advance payment or application fees / booking amount and the Payment and receipt whereof is hereby admitted and acknowledged by both the Parties. The Purchaser has agreed to pay the balance consideration in the manner mentioned hereinafter; AND

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

(1) That, the said Project consist of Multistoried Building known and styled as “**DARSHANI MANJIRI APARTMENT**” which consist Ground floor, First floor, Second floor, Third floor, Fourth Floor, fifth floor, sixth floor and seventh floor and utilization of each Floor is specifically mentioned in Deed of Declaration of the said building in accordance with the sanctioned Building Plans.

(2) That, the Purchaser/s hereby agrees to purchase from the Vendors and Vendors agree to sell an Apartment No. ____ admeasuring _____ Sq.

Mtr. situated on ___ FLOOR, TOGETHERWITH its proportionate ___ undivided share and interest in the land of “DARSHANI MANJIRI APARTMENT” to be constructed over said land of Mouza - Ajni, Nagpur, more fully described in the SCHEDULE hereunder written and in the Floor Plan annexed hereto for total lump sum consideration of Rs. _____ including the cost of carpet area, common area, and undivided share in the land but excluding all other Taxes and Stamp Duty applicable for Flat.

MANNER OF PAYMENT :

Rs. _____ (Rs. _____ only) Paid by Purchaser to the Developer.

Rs. _____ (Rs. _____ only) Paid by Purchaser to the Developer.

Rs. _____ (Rs. _____ only) Paid by Purchaser to the Developer.

Rs. _____ (Rs. _____ only) Paid by Purchaser to the Developer.

Rs. _____ (Rs. _____ only) Paid by Purchaser to the Developer.

Rs. _____	TOTAL
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Payment Schedule:			
STAGE			PAYMENT
AT THE TIME OF BOOKING			10%
ON COMPLETION OF SLAB OF FLOOR 1			10%
ON COMPLETION OF SLAB OF FLOOR 2			10%
ON COMPLETION OF SLAB OF FLOOR 3			10%
ON COMPLETION OF SLAB OF FLOOR 4			10%
ON COMPLETION OF SLAB OF FLOOR 5			10%
ON COMPLETION OF SLAB OF FLOOR 6			10%
ON COMPLETION OF SLAB OF FLOOR 7			10%
ON COMPLETION OF BRICK WORK, PLASTERING AND FINISHING			10%
ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER			10%
		TOTAL	100%

(3) That, the above mentioned total agreed consideration excludes the taxes consisting of tax paid or payable by the Vendors by way of VAT, Service Tax and Cess, OR GST, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and / or payable in

connection with the construction of and carrying out the project payable by the Vendors up to the date of handing over possession of the said Apartment. The Purchaser/s specifically agrees to pay to the Vendors all such Taxes and Insurance Premium as and when demanded and shall always keep the Vendors indemnified against the same. In the event of implementation of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser/s to pay the amount of VAT, Service Tax, (GST as may be applicable) etc. simultaneously with the payment of each instalment.

(4) It is agreed between parties that, in case F. S. I. is increased anytime in present or future, the Developer alone shall have right to make additional construction of the aforesaid property and no one including the present Purchaser, Vendors or any other person acting on their behalf will have right to obstruct the same. In case of additional construction, the undivided land share will be adjusted accordingly amongst all.

(5) That, the Purchaser has seen and inspected the property hereby sold to him by way of this agreement and has also satisfied himself with respect to workmanship and specifications, right, title and interest and has found the same lawful, legal and valid and he discharges Vendors/ Developer from observing and fulfilling any of the obligations / conditions / stipulations on his part in accordance with prevailing law of land.

(6) That, the total agreed consideration is escalation free, save and except escalations/ increase, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the Competent Authority / Local Bodies / Government for time to time. The Vendors undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the Competent Authorities etc. The Vendors shall enclose the said Notification / Order / Rules / Regulation Published issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

(7) That, it is responsibility of the Purchaser to pay the TDS (Tax Deducted at Source 1 % if applicable and supply the copy of such Challan / Receipt issued

by the Income Tax Department to the Vendors well before execution and registration of Sale Deed / Conveyance.

(8) That the Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser 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 Purchaser shall be void and shall not be binding upon the Vendors / Developer.

(9) If the Developer completes the construction before time then the Purchaser here by agrees and accepts to pay the consideration amount payable for early completed stages as per payment linked to said stages immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.

(10) That, the Vendors / Developer hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and / or completion certificates in respect of said Apartment.

(11) That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser and the time is the Essence of Contract. Similarly the Purchaser/s shall make timely payments of the installment and other dues payable by them and meeting the other obligations, under this Agreement subject to completion of project by the Vendors / Developer.

(12) That the Vendors / Developer shall give possession of the Apartment to the Purchaser on or before _____ 20____ however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, COVID - 19 restrictions / lockdown, 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 Vendors / Developer 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 any reason beyond the control of the Vendors / Developer. If the Vendors / Developer fail or neglect to handover possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendors / Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Apartment without interest.

Provided further that the Vendors / Developer shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax , VAT or GST etc are paid by the Purchaser/s in full to the Vendors / Developer.

Provided further that the Vendors / Developer shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :-

- (i) War, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and / or other public or competent authority / court.
- (iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate.
- (iv) In case of delay or default in payment of dues by the Purchasers under these presents.
- (v) Restrictions imposed by Government of India and Government of Maharashtra on account of COVID - 19.

(13) That, the Purchaser hereby agrees not to occupy the said apartment without prior written permission of the Vendors / Developer else Purchaser shall be treated as a trespasser.

(14) That the Vendors / Developer do hereby agree with the Purchaser/s 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 the Purchaser, the Vendors / Developer will execute a proper Sale Deed relating to the undivided

share and interest in the land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the purchaser or the nominee (s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by him/ her/ them to the Vendors / Developer.

(15) That, on obtaining proper Sale Deed relating to the undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof. However the apartment chosen by the Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

(16) That, the Purchaser 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 water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorised acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi) / plants etc. in the open passage / lobby of the building.

(17) The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence not for carrying any Residential Industry. The Purchaser shall use the parking space for keeping or parking vehicles.

(18) The Vendors / Developer have already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s. 2 of the said Act after utilization of the proposed FSI . Thus the said project will be governed by the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and their successors in title.

(19) That the Purchaser 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 interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made there under.

(20) That, the available open space (excluding the restricted area as may be mentioned in the Deed of declaration), the common areas and common facilities as may be provided in the said 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 Purchaser severally or jointly with any other apartment owner or owners.

(21) The Vendors / Developer shall within one year from the date of Occupancy of Building/Apartments, dedication of the said property to the provisions of the Maharashtra Apartment Ownership Act as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendors / Developer and the owners in the said structure of the building or wing in which the said apartment is situated.

(22) The Vendors / Developer have clear and marketable title with respect of the project land and have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project. There are no encumbrances upon the project land or the project. There are no litigations pending before any Court of law with respect to the project land or project.

(23) The Vendors have lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Vendors / Developer have

been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land building and common areas.

(24) The Vendors / Developer have the right to enter this Agreement and have 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.

(25) The Vendors / Developer have not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the project and the said Apartment which will in any manner, affect the rights of Purchaser under this Agreement. The Vendors / Developer confirms that the Vendors are not restricted in any manner whatsoever from selling the said apartment to the Purchaser in the manner contemplated in this Agreement.;

(26) The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

(27) At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendors / Developer shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Apartment Owners.

(28) The Vendors / Developer have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, and taxes or other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the date of handing over possession of apartment to the prospective purchaser/s.

(29) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors / Developer.

(30) The Purchaser themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors as under :

i. To maintain the apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the apartment is taken and shall not do or suffer to be done any in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.

ii. The Purchaser hereby specifically agrees with the Vendors that even after taking over the actual possession of the apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors in any way in carrying on and completing the work of that apartments in the said building and keeping building materials on the available open space.

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building in which the apartment is situated or storing of which goods is objected to by the concerned local or other authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the apartment on account of negligence or default of the Purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

iv. To carry out at his / her / their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state an order in which it was delivered by the Vendors / Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

v. Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof nor any

alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers drains and pipes in the apartment and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or any other manner cause damage to columns, beams, walls slabs or RCC, Pardis or other structural members in the apartment without the prior written permission of the Vendors and / or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said apartment and common areas of the project. The Purchaser shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in any carriage or transporting vehicle beyond the sustainable limit of the floor within the said project.

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown for the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and or other public authority, on account of change of user of the apartment by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendors / Developer under this Agreement are fully paid up.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein

and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendors / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

(31) The Vendors / Developer shall maintain a separate account in respect of sums received by the Vendors / Developer from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

(32) 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 agreement, restrictions and rights of the other co-owners for 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 Purchaser, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(33) After the Vendors / Developer executes this Agreement they shall not mortgage or create a charge on this apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage, charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such apartment.

(34) This agreement along with its schedules and annexure, constitutes the entire agreement between the parties with respect to the subject matter

hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment / plot / building, as the case may be.

(35) This Agreement may only be amended through written consent of the parties hereto.

(36) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchasers of the apartment, in case of a transfer, as the said obligations go alongwith the apartment for all intents and purposes.

(37) Both the parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions in additions to the instruments and actions specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement 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.

(38) The execution of this Agreement shall be complete only upon its execution by the Vendors / Developer through its authorised signatory at the Vendors / Developer Office or at some other place, which may be mutually agreed between the Vendors / Developer and the Purchaser/s, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendors / Developer or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Nagpur.

(39) That the Purchaser and / or Vendors / Developer shall present this Agreement as well as the Sale Deed at the proper registration Office of the registration within the time limit prescribed by the Registration Act, 1908 and the Vendors / Developer will attend such Office and admit execution thereof.

(40) All the expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all their charges and Misc. Expenses including the Lawyer's fee

payable in respect thereof have been agreed to be borne and paid by the Purchaser.

(41) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under as amended from time to time.

(42) The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at Nagpur only / alone will have the jurisdiction to try and entertain any dispute arose out of this Agreement.

FIRST SCHEDULE REFERRED TO ABOVE

All that total variable, proportionate and undivided 100% share and interest in all that piece and parcel of Malik - Makbuza land bearing plot no. T - 14, total containing by admeasurement 714.137 sq. mts., forming portion of entire land bearing Khasra no. 4/1-2, 7/2, 24, 25 and 26/1-4 of Mouza - Ajni, bearing Municipal Corporation House no. 378 and 378/1 in Ward no. 74, sheet no. (83)/14, city survey no. 147 situated in the layout of Scientific Co-operative Housing Society at Laxminagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation in Tahsil and District - Nagpur, which is bounded as under:-

Towards East	-	30 ft. Wide Road
Towards West	-	Plot No. T - 13
Towards North	-	40 ft. Wide Road
Towards South	-	Plot No. T - 1

SECOND SCHEDULE REFERRED TO ABOVE

(APARTMENT/BLOCK)

ALL THAT R.C.C Superstructure comprising of APARTMENT no. ____ on ____ floor of a building known and styled as "DARSHANI MANJIRI APARTMENT" proposed to be constructed over land mentioned in First Schedule hereinabove and the said Residential Apartment having area as under :

Built up Area
 Super Built up Area
 Undivided Share and interest in land

IN WITNESS WHEREOF the VENDORS / DEVELOPER and the PURCHASER hereinabove named have here to set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

(1) Shri. Vasant Rao s/o Ram Rao Chavan,
 (2a) Kishor s/o Vasant Rao Kakde,
 (2b) Dilip s/o Vasant Rao Kakde,
 (2c) Smt. Shilpa w/o Sharad Rao Kakde,
 (3a) Surendra s/o Ambadas Dhomne,
 (3b) Smt. Sarangi w/o Surendra Dhomne,
 (4) Satish s/o Madhukarrao Kulkarni,
 (5a) Sunil s/o Madhukarrao Kulkarni,
 (5b) Smt. Shaila w/o Sunil Kulkarni,
 (6) Gajanan s/o Champatrao Malvi,
 (7) Vijay s/o Govindrao Joshi,
 (8) Satish s/o Madhukar Kulkarni,
 (9) Gajanan s/o Raghunath Puranik,
 (10a) Mohan s/o Baburaoji Mowade,
 (10b) Smt. Sarita w/o Mohan Mowade,
 Through their constituted
 Power of Attorney holder
 Shri. Ravindra s/o Trimbakrao Gode,
 Authorised Partner of
 ATHARVA INFRA PROJECTS

VENDORS

ATHARVA INFRA PROJECTS
 Authorised Partner
 Shri. Akshay Purushottam Yadav
DEVELOPER

PURCHASER

WITNESSES:-

1)

2)