AGREEMENT TO SELL FOR RS _____ /- ONLY

(RUPEES _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR) RS. _____ /- ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____th Day of _____ 2021, BETWEEN :

SHRI. AVINASH S/o LATE SHRI. VISHNUPANT PHADKE, Aged about 71 Years, Occupation – Retired (INCOME TAX PAN NO. **ABFPP2292R** & AADHAR CARD NO. **9757 5778 8265**, Resident of Plot No. 30, Madhav Nagar, Nagpur, Pin Code : 440 010, Tahsil and District - NAGPUR (Maharashtra State), hereinafter called the **"OWNER"**, acting through his constituted power of attorney **M/s. SHRI SADGURU DEVELOPERS,** a Partnership Firm, having its Registered Office at Plot No. 69/7, Ujwal Nagar, Wardha Road, Nagpur (INCOME TAX PAN NO. ABXFS8186M) and acting through its Authorized Partner **SHRI. AMBARISH S/o SADASHIV BODHANKAR,** Aged about 42 Years, Occupation : Business, (INCOME TAX PAN NO. AFYPB5013M & AADHAR CARD NO. 2882 5129 6442), Resident of Plot No. 69/7, Ujwal Nagar, Wardha Road, Nagpur, Pin Code – 440 015, Tahsil and District : NAGPUR (Maharashtra State)which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"OWNER",** as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

M/s. SHRI SADGURU DEVELOPERS, a Partnership Firm, having its Registered Office at Plot No. 69/7, Ujwal Nagar, Wardha Road, Nagpur (INCOME TAX PAN NO. ABXFS8186M) and acting through its Authorized Partner **SHRI. AMBARISH S/o SADASHIV BODHANKAR,** Aged about 42 Years, Occupation : Business, (INCOME TAX PAN NO. AFYPB5013M & AADHAR CARD NO. 2882 5129 6442), Resident of Plot No. 69/7, Ujwal Nagar, Wardha Road, Nagpur, Pin Code – 440 015, Tahsil and District : NAGPUR (Maharashtra State), hereinafter called the **"DEVELOPER",** 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 **SECOND PART.**

AND

Aged about ____ Years, Occupation - Service,

Income Tax Permanent Account No. _____,

Adhar _____

R/o

_____,

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

WHEREAS the Owner hereinabovenamed is own and possess and in possession of the property comprising ALL THAT Piece and Parcel of land bearing Plot No. 30 (THIRTY) out of the sanctioned layout of THE P.M.G's OFFICE STAFF CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, admeasuring Length 70 Ft. and Breadth 40 Ft. equal to 2800.00 Sq. Ft. (OR 260.12 Sq. Mtrs.), being a portion of the entire land bearing Khasra Nos. 109/3 and 110/3 of Mouza – AMBAZARI, TOGETHERWITH the existing Two Storeyed Residential House standing thereon covering a total Built-up area of 240 Sq. Mtrs., including all connections, fittings, electric and water meters and all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 311/C/30, City Survey No. 2181 and Sheet No. 88, situated at Madhav Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, in Tahsil and District – NAGPUR, hereinafter referred to as the **"said property"**; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 30 (THIRTY) in Line No. 'S' out of the sanctioned layout of THE P.M.G's OFFICE STAFF CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, admeasuring Length 70 Ft. and Breadth 40 Ft. equal to 2800.00 Sq. Ft. (OR 260.12 Sq. Mtrs.), being a portion of the entire land bearing Khasra Nos. 109/3 and 110/3 of Mouza – AMBAZARI, including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 311/C/30, City Survey No. 2181 and Sheet No. 88, situated at Madhav Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, in Tahsil and District – NAGPUR, Originally belonged to Shri. Vishnu S/o Laxman Phadke, father of the Vendor/Consentors hereinabovenamed, being his self acquired property,

having purchased the same by him from The P.M.G's Office Staff Co-operative Housing Society Limited, Nagpur, a Society duly registered under the Co-operative Societies Act (II of 1912) bearing Registration No. 1265 having its Registered Office at Nagpur by a Sale Deed Dated 19/01/1966, which is duly registered at the Office of the Joint Sub Registrar, Nagpur in Addl. Book No. 1, Volume No. 22 on Pages 151 to 155 at Sr. No. 271 on even date and his name was also accordingly mutated in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 63/8.9.1986; AND

WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust under an Agreement Dated 16/03/1962 made between The P.M.G's Office Staff Co-operative Housing Society Limited, Nagpur and the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid entire land comprising Khasra Nos. 109/3 and 110/3 is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 18/04/1962 of Mouza – AMBAZARI; AND

WHEREAS a Deed of Modification to the aforesaid Sale Deed Dated 19/01/1966 was also executed by The P.M.G's Office Staff Co-operative Housing Society Limited, Nagpur in favour of Shri. Vishnu Laxman Phadke on 19/01/1966 and the same is also duly registered at the Office of the Joint Sub Registrar, Nagpur in Addl. Book No. 1, Volume No. 23, on Page No. 7 at Sr. No. 506 on 04/02/1966; AND

WHEREAS the said Shri. Vishnu Laxman Phadke lateron constructed a Residential House on the said Plot No. 30 covering a total Built-up area of 240 Sq. Mtrs. bearing Corporation House No. 311/C/30, City Survey No. 2181 and Sheet No. 88 of Mouza – Ambazari in accordance with the Plan duly sanctioned by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/5155/6028 Dated 19/12/1964 in Case No. CS/6028; AND

WHEREAS the said Shri. Vishnu Laxman Phadke lateron revised the said Building Plan Dated 19/12/1964 and the same is also duly sanctioned by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/5653/6028 Dated 19/07/1965 in Case No. CS/6028; AND

WHEREAS during his life time the said Shri. Vishnu Laxman Phadke had executed his Last Will and Testament on 26/02/2014 and thereby he had bequeathed his aforesaid entire property bearing Plot No. 30 Togetherwith the existing Residential House standing thereon, situated at Madhav Nagar, Nagpur in Tahsil and District – Nagpur to his son namely Shri. Avinash Vishnu Phadke, the Owner hereinabovenamed absolutely forever with heritable and transferable rights therein. However, in the said Will he had further specifically declared that if his son Shri. Avinash Phadke desires to develop or sell the aforesaid property after his death, then in such event the sale consideration as may be received by him from the proposed transaction shall be distributed equally in between his son Shri. Avinash Phadke, his wife Mrs. Kamal Phadke and three married daughters namely (i) Mrs. Kalpana alias Alka Anant Bapat, (ii) Mrs. Snehal alias Anita Sunil Behere and (iii) Mrs. Asmita Sachindra Limaye, therefore, considering the contidion in the last will of Shri. Vishnupand Phadke, Consentors abovenamed have become the owners in equal proportion i.e. 1/5th share each. In pursuance of the said Will the said Shri. Vishnu Laxman Phadke further declared that upon the demise of his wife Mrs. Kamal Phadke her share shall devolve upon his son Shri. Avinash Phadke absolutely forever. The said Will is also duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 6 in Book No. 3 at Sr. No. 1109 on 26/02/2015; AND

WHEREAS the aforesaid Shri. Vishnu Laxman Phadke left for heavenly abode on 26/09/2015 and his wife Mrs. Kamal Phadke also left for heavenly abode on 26/08/2019 and consequent upon their deaths/demises his son Shri. Avinash Phadke, the Owner abovenamed become the Owner of the aforesaid entire property in terms of the aforesaid Will Dated 26/02/2014; AND

WHEREAS the Owner abovenamed now desires to develop the said property and thus it is obligatory on his part to honour the terms mentioned in the aforesaid Will executed by his father Late Shri. Vishnu Laxman Phadke and thus the Consentors abovenamed are also entitled to receive their share in the aforesaid property in terms of the Will as mentioned above and for which they have added as one of the necessary party in this Agreement in the capacity of Consentors. As a result therefore the said Shri. Avinash Vishnu Phadke has now become an exclusive, absolute and full owner of the said property with heritable and transferable rights therein and the same is also accordingly mutated in his sole name in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 1150 on dated 02/04/2018. In the like

manner the Consentors abovenamed have also entitled to obtain their share in the aforesaid property; AND

WHEREAS in the aforesaid circumstances and also for various cogent reasons and good causes the Owner hereinabovenamed has now decided to develop the said property comprising Plot No. 30, situated at Madhav Nagar, Nagpur in Tahsil and District Nagpur into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS having no experience about the building construction activities, the Owner decided to entrust the entire work of development to the Developer/ Promoter/Developer and accordingly Agreement of Development and Power of attorney were executed and registered on _____ at serial no._____ and serial no. _____ respectively, both dated _____; AND

WHEREAS, the Promoter/Developer Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has 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;

WHEREAS the Vendor is in possession of the project land and the Promoter/Developer is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

WHEREAS, the Promoter/Developer has proposed to construct on the project land having parking, Ground Floor for open and covered Parking and 5 Upper Floors consisting of total 8 (Eight) self contained separate Apartments therein.

WHEREAS, the Promoter/Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the Promoter/Developer Party has appointed a structural Engineer for the preparation of the structural design and drawings of the

buildings and the Promoter/Developer Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser, the Promoter/Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter/Developer Party's Architects _____ 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 Promoter/Developer Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Promoter/Developer Party to sell the same on ownership basis. The Purchaser hereby confirms that the Promoter/Developer Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and has checked verified and satisfied himself/herself/itself with all disclosures by the Promoter/Developer on the MAHARERA website and has no further or other information nor disclosure to be required from the Promoter/Developer Party;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promoter/Developer Party, authenticated copies of Property card 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' and 'B'**, respectively;

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure C**;

WHEREAS, the authenticated copies of sanctioned plans and Specifications of the Apartment agreed to be purchased by the Purchaser have been annexed and marked as **Annexure-D**;

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 Promoter/Developer Party 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;

WHEREAS, the Promoter/Developer Party has an ongoing project and had 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 and has executed a Deed of Declaration which is duly registered at the office of the Sub-Registrar Nagpur City-4 at serial no_____ dated _____ and an amendment Deed of Declaration is duly registered at the office of the Sub-Registrar Nagpur City-4 at serial no._____ dated _____ wherein the details of loaded TDR/FSI is incorporated and further declares to execute an Amended Deed of Declaration if needed before receipt of Occupancy Certificate or the Sale Deeds if needed, 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;

WHEREAS, the Promoter/Developer Party has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the Promoter/Developer Party for purchase of undivided share in land of **Apartment No.** _____ on the _____ **Floor** being constructed in the said Project styled as known as "_____";

WHEREAS, the carpet area of the said Apartment is _____ square meters; and "Carpet Area" means the net usable floor area of an apartment, (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter/Developer Party a sum of **Rs._____/- (Rupees _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter/Developer Party to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter/Developer Party hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter/Developer Party the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Promoter/Developer Party has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and as such the Purchaser is aware about it and the declarations and registration of the project which is received vide **Certificate No. _____**;

WHEREAS, under section 13 of the said Act the Promoter/Developer Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908; In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. THAT, the aforesaid Project consists of a Multisoried Building consisting of Ground Floor and 5 Upper Floors. The Ground Floor shall be utilized for Covered and Open Parking. The Upper Floors shall consists of 8 Apartments to be constructed by the Promoter/Developer Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a i) The Purchaser hereby agrees to purchase from the Promoter/Developer Party and the Promoter/Developer Party hereby agrees to sell to the Purchaser **Apartment No. ____**of having **Carpet area admeasuring _____ Sq. Metres on _____ FLOOR** in the Building known as styled as "_____' (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C** for the total sale consideration of **Rs. _____/- (RUPEES _____ ONLY)** which includes the cost of apartment, common areas and other infrastructure and facilities given in the said building

1.b Thus the total aggregate consideration amount for the said Apartment with/ without Covered Parking Space is **Rs. _____/-.**

1.c, The Purchaser has paid on or before execution of this Agreement a sum of **Rs._____/- (Rupees _____ Only)** ***(not exceeding 10% of the total consideration)*** as advance payment or Application Fee and hereby agrees to pay to the Promoter/Developer Party the balance amount of **Rs. _____/- (RUPEES _____ ONLY)** in the following manner:-

STAGE OF PAYMENT	**% Calculation**	**Amount**
AT THE TIME OF BOOKING AS EARNEST AMOUNT		
ON COMPLETION OF FOUNDATION/PLINTH		
ON COMPLETION OF GROUND FLOOR SLAB		
ON COMPLETION OF SLAB OF FLOOR 1		
ON COMPLETION OF SLAB OF FLOOR 2		
ON COMPLETION OF SLAB OF FLOOR 3		
ON COMPLETION OF SLAB OF FLOOR 4		
ON COMPLETION OF SLAB OF FLOOR 5		
ON COMPLETION OF BRICK WORK OF FLAT		
ON COMPLETION OF PLASTER WORK OF FLAT		
ON COMPLETION OF FLOORING WORK OF FLAT		
ON COMPLETION OF PAINTING WORK OF FLAT		
ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER		

Total	**100%**	

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter/Developer Party by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter/Developer Party up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Promoter/Developer Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter/Developer Party indemnified against the same. GST shall be required to be paid by the Purchaser in addition to the consideration cost as per applicable rates. It shall be obligatory on the part of Purchaser to pay the amount of GST as may be applicable etc. simultaneously with the payment of each installment.

1.e The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% 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 Purchaser from the Sale Consideration payable to the Promoter/Developer Party and to credit the same in the appropriate account of Income Tax Department.

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

1.g THAT the Promoter/Developer Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the