

Stamp Duty Rs. _____/-
Reg. Fee Rs. _____/-

WITHIN THE JURISDICTION OF JT. SUB-REGISTRAR OFFICE, NAGPUR (CITY)

AGREEMENT TO SELL

In Respect of Residential Apartment / Flat No. _____
On _____ Floor of a Building to be known & styled as

"AASHRAY RESIDENCY"

Sale Consideration Rs. _____/-

Market Value Rs. _____/-

Rate Rs. _____/- Per Sq.Mtr.

As per Item No. _____ on Page No. _____.

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This **AGREEMENT TO SELL** is executed on this ____th day
of _____, 2022 at Nagpur.

BETWEEN

Mrs. Jayashree W/o. Dhananjay Sakharkar

Aged about 58 Years, Occupation – Business

R/o. 52, West High Court Road,

Laxmi Nagar, Nagpur – 440 022.

(PAN – AFUPS 0545 M)

(UID No. 3428 6874 2544)

(Mobile No. 98 237 23718)

Through her Power of Attorney Holder –

M/s. Shree Infratech

(PAN – AEIFS 6341 E)

A Partnership Firm having its

Office at – 56, Lifestyle Apartment, Nagoba Mandir Road,

Loksewa Nagar, Bhamti, Nagpur – 440 022.

Through its Partner -

Mr. Vinay S/o. Pundlikrao Sambhe

Aged about 49 Years, Occupation – Agriculturist & Business

R/o. 101, Lifestyle Apartment, 56, Nagoba Mandir Road,

Loksewa Nagar, Bhamti, Nagpur – 440 022.

(PAN – APZPS 8140 M)

(UID No. 8183 2629 4565)

(Mobile No. 83 907 36509)

(hereinafter referred to as the "**Vendor/s**", which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said "**Vendor/s**", as well as his/her/their heirs, legal representatives, executors, administrators, successors, assigns and attorneys) of the **First Part;**

Mr. _____

Aged about ____ Years, Occupation – _____

R/o. _____

(PAN – _____)

(UID No. _____)

(Mobile No. _____)

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(hereinafter referred to as the "**Purchaser/s**", which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said "**Purchaser/s**", as well as his/her/their, heirs, legal representatives, executors, administrators, successors and assigns and attorneys) of the **Second Part;**

M/s. Shree Infratech

(PAN – AEIFS 6341 E)

A Partnership Firm having its

Office at – 56, Lifestyle Apartment, Nagoba Mandir Road,

Loksewa Nagar, Bhamti, Nagpur – 440 022.

Through its Partner -

1) Mr. Vinay S/o. Pundlikrao Sambhe

Aged about 49 Years, Occupation – Agriculturist & Business

R/o. 101, Lifestyle Apartment, 56, Nagoba Mandir Road,

Loksewa Nagar, Bhamti, Nagpur – 440 022.

(PAN – APZPS 8140 M)

(UID No. 8183 2629 4565)

(Mobile No. 83 907 36509)

2) Mr. Pravin S/o. Chandrakant Hinge

Aged about 35 Years, Occupation – Agriculturist & Business

R/o. 612, Darshan Colony, Main Road,

Nandanvan, Nagpur – 440 009.

(PAN – ADEPH 4619 P)

(UID No. 9556 1870 0692)

(Mobile No. 97 661 18765)

3) Mr. Chakradhar S/o. Dnyaneshwar Bhoyar

Aged about 39 Years, Occupation – Agriculturist & Business

R/o. 50, Sanmarg Nagar, Hudkeshwar Road,

Nagpur – 440 034.

(PAN – APNPB 3401 N)

(UID No. 7622 1317 4420)

(Mobile No. 97 657 00134)

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(hereinafter referred to as the "**Confirming Party**", which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said "**Partnership Firm**", its partners as well as his/her/their, heirs, legal representatives, executors, administrators, successors and assigns and attorneys) of the of the **Third Part**;

Where the context so require, words & expression referring to the Parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS, the Vendor is the sole, full & an absolute owner of ALL THAT piece and parcel of land bearing **Plot No. 19**, having Length North-South 70 Ft. (21.33 Mtr.) and Width East-West 60 Ft. (18.29 Mtr.), containing by total admeasuring **4200 Sq.Ft. (390.12 Sq.Mtrs.)**, being a portion of the entire land bearing **Survey / Khasra No. 14/2 of Mouza – Jaitala**, P.H. No. 44, having **Municipal Corporation House No. 503/19, Sheet No. 188-C, City Survey No. 19**, situated at – NMC Ward No. 74, Janhit Gruh Nirman Sahakari Sanstha, Rajendra Nagar Layout, Nagpur within the limits of N.I.T. & N.M.C. Nagpur, Tehsil and District Nagpur. (Hereinafter referred to as the "**Said Plot of Land**").

BRIEF HISTORY OF THE PROPERTY

Whereas –

That, the entire land of abovementioned Survey/Khasra is converted into Non-Agricultural Use for Residential Purpose by the Order passed by the Sub Divisional Officer, Nagpur on 15/12/1965 vide **Revenue Case No. 256/A-2/1963-64**.

Lateron, the said plot of land purchased by Smt. Suchita @ Varsha Diliprao Warjurkar from Mr. Anna Yashwantrao Ghorpade, Mr. Premlal Mohanlal Hiranwar through POA Holder – Mr. Ravindra Yashwantrao Bansod (Hon'ble Secretary - Janhit Gruh Nirman Sahakari Sanstha, Nagpur), by way of a registered Sale Deed, dtd. 31/03/1989, which is duly registered before the Jt. Sub-registrar, Nagpur No. 1 in Addnl. Book No. 1, Volume No. 1309 on Page No. 170 to 174 at Sr.No. 4724 (P).

Lateron, the said plot of land purchased by the Vendor/Owner from Smt. Suchita @ Varsha Diliprao Warjurkar, by way of a registered Sale Deed, dtd. 05/11/2001, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Book No. 1 at Sr.No. 1585/2001.

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As a result, the Present Owner / Vendor hereinabove named has/have now become the sole, full and an absolute owner of the aforesaid plot of land with heritable and transferable rights therein and the same is also accordingly mutated his / her / their name in all relevant records of Government, therefore, the Vendor has/have full right to execute / register the present Deed/Instrument under his/her/their signature.

Lateron, the said Vendor has/have entered into an Agreement for Development with Confirming Party namely - M/s. Shree Infratech Through its abovenamed Partner/s / Confirming Party on **22/01/2021**, which is duly registered before the Jt. Sub-Registrar, Nagpur No. 3 in Book No. 1 at **Sr.No. 624/2021** and it has seen that the proper Stamp duty and Registration fees are paid on the Agreement for Development by the M/s. Shree Infratech / Confirming Party.

And, the said Vendor has/have appointed M/s. Shree Infratech Through its abovenamed Partner namely – Mr. Vinay Pundlikrao Sambhe as a Power of Attorney Holder to do certain Acts relevant to the said property on his/her/their behalf by virtue of registered General Power of Attorney on **22/01/2021**, which is duly registered before the Jt. Sub-Registrar, Nagpur No. 3 in Book No. 4 at **Sr.No. 625/2021**, Hence, the abovenamed Power of Attorney Holder has every right to execute / register a present Deed / Instrument on behalf of the Present Vendor.

For the cogent reasons and good causes the Vendor/s and Confirming Party had decided to develop the said plot/s of land into a **"RESIDENTIAL ESTATE"** by constructing a Multistoried building thereon as per sanctioned plan issued by **Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur** vide its **Building Permit No. 764/BP/Jaitala/TP/NMC/2850, Dtd. 16/02/2022**.

After the getting the Sanctioned Plan of the said plot of land / property, the Vendor/s and the Developer / Confirming Party have executed and registered a Deed of Declaration in respect of the said plot of land / property under Section-2 of the Maharashtra Apartment Ownership Act, 1970 on _____ which is duly register before the Jt. Sub-Registrar, **Nagpur No. ____** in Book No. 1 at **Sr.No. ____/2022** and the Purchaser/s hereby agrees to remain bound by the terms of the said Deed of Declaration.

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The Vendor/s and Confirming Party have decided to develop the said Plot/s of land into a **Residential Estate** by Constructing a Multistoried Building thereon consisting various self contained separate apartments, flats, units, chambers, blocks therein.

The said Residential Estate known and styled as "**AASHRAY RESIDENCY**" consists of **12 Residential Apartments / Flats / Units in the said multistoried Building / Tower / Scheme / Height / Plaza proposed to be constructed on the said plot/s of land, having Ground & 6 Upper Floors** in the said building and all these Units are capable of individual utilization on account of having their own exits to common areas and facilities of the building.

That, the said scheme on the said Land / Plot/s along with the undivided Proportionate share in the said Land / Plot/s of which the Vendor/s, Confirming Party & the Purchaser/s is/are also agree on the terms and conditions described hereunder.

After detailed negotiations between the parties hereto the Vendor/s and Confirming Party have agreed to sell and the Purchaser/s, has/have agreed to purchase the Schedule property (Apartment/Flat/Unit) specified in the schedule hereunder written on the terms and conditions as mentioned hereunder.

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

- 1) That, the Vendor/s and Confirming Party will sell and Purchaser/s will purchase the Schedule property (Apartment/Flat/Unit) specified in the schedule hereunder written for a valuable consideration detailed in the Schedule of payment appearing hereinafter, wherein the manner of mode of payment are detained in abovesaid plot/s of land together with entire RCC Superstructure comprising **Apartment / Flat No. _____** on the _____ **Floor**, togetherwith _____% Undivided Share and Interest of the said plot/s of land and more Particularly described in the schedule hereunder written.
- 2) That, inclusive of the total consideration for the transfer of the said undivided share and interest in the said plot of land, but exclusive of the deposits and charges for the installation of electric and charges for the installation of electric and water meters.

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- 3) The cost of the schedule property (Apartment / Flat / Unit) together with the undivided share and interest of the proposed building so agreed above is estimated at **Rs. _____/- (Rupees _____ only)** which the Purchaser/s has/have agreed to pay to the Vendor/s /Confirming Party in the following manner.

SCHEDULE OF PAYMENTS

Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendor/ Confirming Party by way of _____ on _____ at the time of Booking.

Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendor / Confirming Party by way of _____ on _____ at the time of registration of this Agreement to Sell.

Rs. _____/- (Rupees _____ Only) Agreed to be paid by the Purchaser/s to the Vendor / Confirming Party as per the direction given by the RERA Authority or in the following manner :

- a) **10 %** Including above payment immediately after the execution and registration of this agreement to sell.
- b) **05 %** at the time of completion of plinth.
- c) **05 %** after completion of the First slab of the said Building.
- d) **05 %** after completion of the Second slab of the said Building.
- e) **05 %** after completion of the Third slab of the said Building.
- f) **10 %** after completion of the Fourth slab of the said Building.
- g) **10 %** after completion of the Fifth slab of the said Building.
- h) **10 %** after completion of the Sixth slab of the said Building.
- i) **10 %** after completion of the Seventh slab of the said Building.
- j) **10 %** after completion of the Eighth slab of the said Building.
- k) **10 %** at the time of completion of all the walls, internal plaster.

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- l) 05 %** at the time of completion external plumbing, external plaster, water pump, electrical fitting, paving of areas and all other requirements.
- m) 05 %** at the time of registration of Sale Deed and Possession of the Schedule Property (Apartment / Flat / Unit).

Rs. _____/- (Total Rupees _____ only)

The Vendor/s / Confirming Party hereby acknowledge the receipt of the payment transferred by the purchaser/s and the Purchaser/s has/have further agreed to pay the balance amount as per the abovementioned schedule of payment.

- 4) It is agreed that all taxes, revenues, cesses will be borne by Purchaser/s along with other Owners (Apartments / Flats / Units) of the undivided share & interest in the said plot of land jointly and proportionality from the date of the handing over possession of the schedule property.
- 5) That, in the case of default by the Purchaser/s in making the payment of any of the above installments including the purchaser/s failing to secure the financial assistance from the financial Bank's/ Institution's for any reasons whatsoever the Vendor/s / Confirming Party may in it's absolute discretion and on written request from the purchaser/s grant a grace of maximum thirty days only subject to the Purchaser/s paying an interest at the rate of 24 percent on the defaulted amount from the date of default till the date of actual payment thereof, along with an amount of Rs. 50,000/- in one lump sum towards penalty.
- 6) That, it is also specifically agreed by the Purchaser/s that the schedule of payment as stipulated in above para's is the essence of the contract. Naturally, therefore this agreement shall automatically stand terminated / cancelled immediately on the next day of the date of expiration of the grace period if any granted by the Vendor/s /Confirming Party in writing. The Vendor/s / Confirming Party shall then have the full right, authority and liberty to allot or sell the schedule property chosen by the purchaser/s to any other intended purchaser/s and the amount paid till

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that day by him/her/them shall be refunded by the Vendor/s/ Confirming Party to the Purchaser/s without any interest. However, the purchaser/s shall not be entitled to claim the refund; until the schedule property is sold or agreed to be sold by the Vendor/s /Confirming Party to any other person or persons and due consideration is received by the Vendor/s / Confirming Party from the new prospective buyer.

- 7) That, it is specifically agreed by the purchaser/s that he / she / they shall not have any right or authority to transfer by way of sale the property chosen by him / her / them as mentioned in the schedule to any other party before the execution of Sale Deed in his/her/their favour unless and until the complete consideration amount is paid by the Purchaser/s or unless and until the written permission is obtained from the Vendor/s/Confirming Party.
- 8) That, the PURCHASER/S has/have perused, verified and inspected all relevant deeds, documents as to right, title and authority of the Vendor/s & Confirming Party and also understood, seen and approved the specifications appended hereto and forming the part of this agreement. He / She / They also has / have personally seen and verified the spot, site, structure, complex, building etc. The PURCHASER/S is/are full satisfied with the right, title and authority of Vendor/s / Confirming Party as well as the condition, type, user and specifications of the said property and after being so satisfied, the PURCHASER/S has/have agreed to purchase it (Apartment / Flat / Unit). A copy of all documents including the specifications, design, plan etc. has been furnished and handed over to the PURCHASER/S and he / she / they acknowledge/s the same. Hereinafter, it shall not be open for the PURCHASER/S to question the rights, title and / or authority of the Vendor/s / Confirming Party before any forum or to make any claim in respect therefore, nor shall PURCHASER/S make any claim, complaint or objection as to the user, situation, and construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER/S understands, agree and confirm that the specifications, facilities and amenities in the said proposed building are as per his/her/their wishes and desires to the full satisfaction of PURCHASER/S in all respects.

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- 9) That, the possession of the Vendor/s / Confirming Party over the said piece and parcel of the land shall remain unimpeded till the entire building is constructed thereon and completed in all respects and the schedule property therein are made available for occupation and delivered to the respective buyers including the Purchaser/s.
- 10) That, the Vendor/s / Confirming Party shall be exclusively in charge of the construction of the proposed building including that of the schedule property chosen by Purchaser/s till the handing over the possession of the schedule property to the Purchaser/s in all respects without any let or hindrance or interference by Purchaser/s or any other person and under no circumstances the Purchaser/s shall employ or enter in to any building contract of his/her/their schedule property with any engineer/ architect/building contractor or any other supervisory agency and such contract / sub contract if made by the purchaser/s shall be void and not at all binding upon the Vendor/s / Confirming Party.
- 11) That, the Purchaser/s shall not object to the activity of construction of the said scheme / complex / building even after the possession of the premises purchased by him/her/ them is/are delivered, on any ground including that of nuisance.
- 12) The Purchaser/s agree/s to pay the charges of installation of Electric meter and water meter for his / her / their premises shared as per the demand of the M.S.E.B., N.M.C., N.I.T. and Competent Authority Separately apart from the consideration amount.
- 13) The purchaser/s and/or his/her/their successors in titles shall from time to time perform all the stipulations and conditions as may be levied by the Association of Flat / Apartment owners regarding the occupation and use of the building of the Flat/Apartment/Unit therein and shall pay and contribute regularly maintenance charges as decided by the Association of Apartment / Flat / Unit owners which will be increased as per the convenience and welfare of the Association. If the Schedule Property owner defaults in paying maintenance charges for three consecutive months then after due notice action can be taken against the default members by the said association by way of disconnecting the water supply and the electricity.

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- 14) That, all taxes, revenues ceses, ground rent, etc. as may be assessed and or levied over the said property shall be borne by Purchaser/s jointly along with other prospective buyers from the date of handing over possession to him/her/them.
- 15) It is agreed that any tax which may be payable and or assessed as per the provisions of the Maharashtra Sales Tax on the transfer of Property in goods involved in the execution of the works contract Act. 1985 shall be borne and agreed to be paid by the Purchaser/s over and above the agreed contract rate. The Service Tax, VAT, Taxes, GST on works contracts and all other Taxes & expenses levied by the Govt. shall be borne and paid by the purchaser/s for Apartment / Flat / Unit chosen by him / her / them.
- 16) That, the Purchaser/s undertakes and agrees that he/she/they will not dismantle or make any alteration in his/her/their premises which will cause inconvenience to the other owner/s in the building and that too in contravention with the sanctioned building plan. In case the purchaser/s makes any kind of alterations or additions in contravention with the sanction plans he/she/they shall be solely held liable and responsible for the same and it will be his/her/their responsibility to get the same sanctioned from the concerned sanctioning authority.
- 17) That, if the Purchaser/s desires to carry out any alterations or additional items of work to be done in the chosen premises, then he/she/they shall intimate the Vendor/s/Confirming Party in writing three months from the date of this Agreement. the alteration so desired shall be as per prevailing building rules and permissible within structural and architectural limitations and shall be treated as additional amount of expenses to carry out such extra work as per Vendor/s/Confirming Party, the cost thereof shall be borne and paid by the PURCHASER/S individually in addition to the consideration agreed as above. The Vendor/s/Confirming Party reserves the right to accept or refuse partly or wholly any alterations or additions as may be desired by the purchaser/s. The decision of the Vendor/s/Confirming Party in this matter shall be final and binding on the Purchaser/s.

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- 18) That, the right of the Vendor/s/ Confirming Party to utilize the increased FSI in future is absolute and they reserves the same as agreed.
- 19) That, the Purchaser/s shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the complex / Apartments even if the F.S.I. relating to the said Plot of land is increased at any subsequent date due to any reason whatsoever, it shall be the sole and exclusive right of Vendor/s / Confirming Party to consume and utilize such enhanced F.S.I. without being required to pay any compensation either to the Association of Apartment Owners jointly or severally any, under any nomenclature whatsoever. The parties also understands hereto, that the Terrace which would be formed in the proposed APARTMENT Scheme, shall always belong to the Vendor/s/Confirming Party.
- 20) That, once the Possession of Schedule Property (Apartment / Flat / Unit) is delivered to the Purchaser/s it will be the exclusive responsibility of the Purchaser/s to maintain it jointly with the other prospective buyers of the said building.
- 21) That, the Vendor/s / Confirming Party shall complete the said unit and make the said unit available for the Occupation to the Purchaser/s within a Period of ____ **months** from the date hereof subject only to Vis-Major and Government Policies and availability of the construction materials in the open market, provided that the Purchaser/s has/have followed the payment schedule strictly. The completion of building shall mean the completion of Civil Work and SHALL NOT include the Electricity and water Connections to be given by the respective Authorities and also the work kept unfinished on the requisition of the Purchaser/s for facilitating him/her/them to do the furnishing or any other work, which is not specified in this Agreement.

That, during the period of building construction, Purchaser/s may, with due intimation to the Vendor/s / Confirming Party may come to building, for inspecting the site / building plans etc, if available on site.

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- 22) That, the common areas and facilities shall always remain undivided and no partition or division or sub-division of any part thereof will be carried out by the Purchaser/s separately or jointly with any other owners in the said building / scheme.
- 23) That, the Construction cost of the said unit/schedule property is estimated on the basis of the specifications and the basic rates.
- 24) That, the Purchaser/s understands that the proposed Construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications mentioned. It is understood by the Purchaser/s that any shortcomings inherent to the heterogeneous nature of Construction like those due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects.

It is understood and agreed by the Purchaser/s that due to heterogeneous nature of Construction and Construction joints between masonry and concrete or any such other joints, leakage of seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage if all occurs will be borne and paid by the Purchaser/s separately. It is also understood and agreed by the Purchaser/s that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage / Seepage through time if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Purchaser/s.

- 25) That, the Vendor/s / Confirming Party shall not be liable to pay any compensation to make good if any defect in proprietary items used in the Construction of the Schedule Property and proper claim regarding, this, shall directly be made by the Purchaser/s to the manufacturer of such item keeping Vendor/s / Confirming Party indemnified.
- 26) That, the Purchaser/s shall when called upon by Vendor/s / Confirming Party sign and execute all documents and instruments pertaining to the said building and premises Chosen by him / her / them.

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- 27) That, until all empty space index of density of the said plot is not fully consumed the Vendor/s / Confirming Party will be entitled to carryout additional construction without interruption or hindrances from / by the Purchaser/s. In case of any-rise in floor space index of plot is given by the competent authority the Vendor/s / Confirming Party shall have exclusive right to sell or allot the additional construction to any person of her/his/their choice. In that event also, the Purchaser/s would not be entitled to claim any amount from the Vendor/s / Confirming Party for the proposed construction due to increase in F.S.I. The Vendor/s/ Confirming Party would solely be entitled to sell the Schedule Property and to appropriate the sale proceeds.
- 28) That, in the event of the Purchaser/s committing breach of any of the terms and conditions herein contained, this agreement shall IPSOFACTO come to an end and the amounts contributed by him/her/them towards the cost of construction (Apartment / Flat / Unit) shall be refunded to him/her/them by the Vendor/s / Confirming Party as mentioned in above para's hereinabove mentioned after deducting there from a sum equal of 25 percent of the amount paid by him/her/them till that date for the construction of the premises chosen by him/her/them by way of liquidated damages and in such event the Vendor/s /Confirming Party will have full liberty to resale the Schedule Property to any other person.
- 29) That, the Purchaser/s shall not be entitled to claim and the Vendor/s / Confirming Party shall not deliver the possession to the purchaser/s of the premises chosen by him/her/them unless the entire sale price as herein above agreed to is full paid by him/her/them to the Vendor/s / Confirming Party in full and final settlement. Hence, possession of duly completed Apartment shall be handed over simultaneously with the payment of the balance amount.
- 30) That, the Purchaser/s shall inspect and only after satisfying himself / herself / themselves in all respect as regards the premises chosen by him/her/ them take possession and give a possession letter. It is also agreed by the purchaser/s that once the possession of the Schedule Property is taken by him/her/them. He/She/They shall loose every right to obtain or complaint about anything in any manner whatsoever as regards the premises chosen by him/her/them.

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- 31) The Purchaser/s understand that the super built-up area of Schedule Property includes internal dimensions of all rooms, kitchen, drawing, dinning, bath, W.C. internal passages, balcony area, parking as well as share in common areas & services and the consideration amount is settled for which Apartment / Flat / Unit under sale with share in common areas, services etc.
- 32) That, the description of the Schedule Property shall be taken to be correctly described, and any mis-statement, error or omission will always be subject to the correction by the parties hereto and the Purchaser/s will not have any right to claim any compensation for such correction.
- 33) That, in case any Hoarding, Neon Signs or Tower of any company is installed on the terrace or on any portion of the property as mentioned in the schedule or any revenue is earned in such like manner then the Vendor/s / Confirming Party shall have the sole rights and authority to appropriate the profits there from and the purchaser/s shall not have any right to claim any share in the profit therein. The purchaser/s shall also have No-Objection for the display of the same. After formation of the society by the apartment/flat owners.
- 34) That, All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to has/have delivered and served if sent to Purchaser/s by registered post at his/her/their above mentioned addressed.

That, the Purchaser/s undertakes to notify in writing any change in his/her/their above address to the Vendor/s / Confirming Party.

- 35) That, the Purchaser/s shall bears charges of modification to the built-up premises chosen by the Purchaser/s, but if such changes or modification shall tantamount to deviation from the Plan, than in such event Purchaser/s shall alone be responsible for any action, penalty, or compounding fee taken / Imposed / levied by the Competent Authority and he/she/they shall always keep the Vendor/s / Confirming Party indemnified against the same.

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- 36) That, the Purchaser/s is/are further known that no member of the Schemes shall obstruct the worker, technicians, observers or Engineers to have access to the Schedule Property from time to time during reasonable hours as may be necessary for repairs, maintenance and replacement etc. in the common areas and facilities therein or damages to the common areas and facilities or to other Owners (Apartments / Flats / Units) of the said building and if in future if there is any increase in the F.S.I. no other than the Vendor/s / Confirming Party shall have the right over the increased F.S.I. and other Owners of the building shall not claim any right of interest over the increased F.S.I. and Existing terrace.
- 37) That, the abovesaid Vendor/s has/have obtained a Registration Certificate of Project from the Maharashtra Real Estate Regulatory Authority under Section 5 of the said Act having **Project Registration No.** _____ on _____ issued by the Hon'ble Secretary, MahaRERA and the said Certificate enclosed herewith.
- 38) That, the title of the above named owner/s/ vendor/s and confirming party is/are duly verified through their Advocate and has certified that the title of the present owner/s/ vendor/s and confirming party is clean clear and free from all encumbrance, with ample right of development of the said Plot/s of land and Schedule Property, as well the entire subjects matter property or any part thereof.
- 39) That, In the circumstances, the owner/s/ vendor/s and confirming party have the exclusive right to develop the said land and construct the same, as per the title and sanctioned Building Plan and to enter into Agreement for Sale/Sale Deed such plot/s/construction/schedule property/undivided share etc. With prospective purchaser/s thereof under the provisions of the Transfer of Property Act. The owner/s/ vendor/s and confirming party have applied for, and is granted of due registration under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 40) That, the purchaser/s, after satisfying himself / herself / themselves as regards the title of the vendor/s and confirming party to the said property/Schedule Property and after inspection of the entire documents of title as specified in the above referred Title opinion and the approved plan/map and after inspecting the site and satisfying

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himself/herself/themselves as to the completion of the various phases of work and has now agreed to purchase the schedule property. The Purchaser/s has/ have agreed to acquire the schedule property or for the consideration and on the terms and conditions set out hereinafter.

- 41) That, The purchaser/s has/ have demanded from the vendor/s and confirming party and the vendor/s and confirming party have given inspection to the Purchaser/s of all the documents of title relating to the said Land and Schedule Property, N.A. Assessment or the Building Plan/Map in respects of the said plot/s and the common areas and the specific rights therein, as hereby agreed to be sold.
- 42) That, the Purchaser/s of the Schedule Property in the said Land shall not have any right to make sub-division of the plot and schedule property and always subjects to be applicable rules, regulation and bye-laws.
- 43) That, the Purchaser/s shall not have individual right, title, claim or interest in respects of the amenity spaces, open spaces, terrace right, parking space etc. and the said entire Land and the right of the Purchaser/s are confined only to the undivided share of the said plot/s of land hereby agreed to be sold, it being expressly agreed subjects to the applicable rules, regulation and bye-laws.
- 44) The Vendor/s and Confirming party hereby represents and warrants to the Allotted/ purchaser/s as follows:-
- 45) The Vendor/s and Confirming party have clear and marketable title with respects to the projects land/ plot and the requisite right to carry out development upon the projects land and also has/have actual, physical and legal possession of the project land for the implementation of the projects.
- 46) The Vendor/s and Confirming party have lawful right and requisite approvals from the competent Authorities to carry out development of the projects and shall obtain requisite approvals from time to time to the development of the projects.

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- 47) There are no litigation pending before any Court of law with Respects to the Projects land or projects except those disclosed in the title report; there are no prohibitory order transfer of the plot.
- 48) All approvals, licenses and permits issued by competent authorities with respects to the projects land are valid and subsisting and have been obtained by following due process of law.
- 49) The Vendor/s and Confirming party have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respects to the projects land, including the projects and the said plot which will, any manner, affect the rights of Purchaser/s under this Agreement/ Deed.
- 50) The Vendor/s and Confirming party confirms that the Vendor/s and Confirming party are not restricted in any manner whatsoever from selling the said Plot/s, undivided share, schedule property to the Purchaser/s in the manner contemplated in this Deed.
- 51) That, Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 52) That, the Purchaser/s of the undivided share of the plot, schedule property sold hereunder and all the Purchaser/s of undivided share of the plot, schedule property in the said Land shall not have any right to make sub-division of the plot and always subjects to be applicable rules, regulation and bye-laws. Purchaser/s shall not have individual right, title, claim or interest in respects of the amenity spaces, open spaces, terrace, parking space, balcony etc. and said entire Land and the right of the Purchaser/s are confined only to the owner of the undivided share of the plot/schedule property hereby sold, it being expressly agreed subjects to the applicable rules, regulation and bye-laws.

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- 53) That, in case the Conveyance is executed in favor of the Ultimate Body before the disposals by the Owner/Vendor/s and Confirming Party of all the Building / Project on the said Land, then in such case, the Owner/ Vendor/s and Confirming Party shall join in the Ultimate Body as members holding such unsold plots/building and as and when such plot/s/building are sold to third party at the discretion of the Owner/ Vendor/s and Confirming Party, the Ultimate Body shall admit as members the Purchasers of such plot/s / building / schedule property / flats/units without charging any premium, transfer fees, or any other extra payment.
- 54) That, it is further agreed by the Parties hereto that, they shall follow all the terms & conditions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 55) That, all Taxes of the State Government and Central Government such as GST, VAT and others shall be paid by the Purchaser/s of the undivided share of the said plot/s of land / schedule property.
- 56) That, the Vendor/s and Confirming Party have completed all the legal formalities with respect to the right, title and interest in respect of the project land / building on which the said project is to be constructed. The Vendor/s herein abovenamed having exclusive right to sell the Apartment/s/Unit/s/Schedule Property in the said project to be constructed by the Confirming Party on the project land and is fully competent to enter into agreement/s with the Purchaser/s of the Apartment/s/Unit/s/Schedule Property and to receive the sale price in respect thereof.
- 57) The Vendor/s / Confirming Party has entered into a standard agreement with its Architects who is registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Vendor/s / Confirming Party has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Vendor/s / Confirming Party accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

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- 58) The Purchaser/s herein has demanded from the Vendor/s / Confirming Party and the Vendor/s / Confirming Party has given inspection to the Purchaser/s, of all the documents of title relating to the said project described in the Schedule hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder. After the Purchaser/s enquiry, the Vendor/s / Confirming Party herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Vendor/s/Confirming Party. The Purchaser/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Vendor/s / Confirming Party herein. That, the Purchaser/s has/have given his/her/their specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land there under.
- 59) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/s / Confirming Party, authenticated copies of Property card or extract of Village / City or any other relevant revenue record showing the nature of the title of the Vendor/s / Confirming Party to the project land on which the Apartments are to be constructed.
- 60) The authenticated copies of the plans of the building / said project as approved by the concerned Local Authority have been annexed hereto.
- 61) The authenticated copies of the plans of the building as proposed by the Vendor/s / Confirming Party and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto.

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- 62) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority.
- 63) That, the Sale Deed of the schedule property shall execute and register on completion of all necessary formalities and on receipt of all necessary papers and after the obtaining all require documents for Registration of Sale Deed or within _____ Months from the date of registration of these presents and the same agreed by the Parties hereto.
- 64) This Agreement is subject to jurisdiction of the Competent Civil Court at Nagpur.
- 65) That, all expenses on account of preparation of this agreement printing charges payment of stamp duty, registration fees and advocate fees etc. payable thereon have been agreed to be borne and paid by Purchaser/s.

SCHEDULE OF PROPERTY

ALL THAT R.C.C. Superstructure Comprising of **Residential Apartment / Flat No. _____** on the _____ **FLOOR**, Covering a Carpet area of _____ Sq. Mtrs., & **Built-up area of _____ Sq. Mtrs.** of the building to be known & styled as "**AASHRAY RESIDENCY**", TOGETHERWITH the _____% **Undivided Share & Interest** in land bearing **Plot No. 19**, having Length North-South 70 Ft. (21.33 Mtr.) and Width East-West 60 Ft. (18.29 Mtr.), containing by total admeasuring **4200 Sq.Ft. (390.12 Sq.Mtrs.)**, being a portion of the entire land bearing **Survey / Khasra No. 14/2 of Mouza – Jaitala**, P.H. No. 44, having **Municipal Corporation House No. 503/19, Sheet No. 188-C, City Survey No. 19**, situated at – NMC Ward No. 74, Janhit Gruh Nirman Sahakari Sanstha, Rajendra Nagar Layout, Nagpur within the limits of N.I.T. & N.M.C. Nagpur, Tehsil and District Nagpur & the said plot of land bounded as under :-

- On the East : Plot No. 18
- On the West : Plot No. 20
- On the North : Plot No. 5
- On the South : 9.00 Mtr. Wide Layout Road

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IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this Agreement to Sell before the following attesting witnesses the day & Year on the first abovementioned.

We, Pavan G. Dhimole & Sarang D. Nighot Adv., R/o. Nagpur (Cell No. 9373216597 & 9422829960) do hereby state that this AGREEMENT TO SELL is Drafted by us as per the instructions and documents provided by the parties hereto.

Mrs. Jayashree D. Sakharkar
Through her Power of Attorney Holder –
M/s. Shree Infratech
Through its Partner –

WITNESSES :

1) _____
Name : _____
Aged : ____ yrs., Occ. : _____
Add. : _____

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2) _____
Name : _____
Aged : ____ yrs., Occ. : _____
Add. : _____

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(Mr. Vinay P. Sambhe)
"Vendor"

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(Mr. _____)
"Purchaser/s"

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1)

(Mr. Vinay P. Sambhe)

Left Hand Thumb Impression

2)

(Mr. Pravin C. Hinge)

Left Hand Thumb Impression

3)

(Mr. Chakradhar D. Bhoyar)
"Confirming Party"

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