AGREEMENT TO SELL

FOR RS._____/-

(RUPEES _____ ONLY)

MARKET VALUE RS._____/-

(Item No.20.329/68, Page No.0560, Rs.49,950/- per Sq. Mtrs.
Mouza – Somalwada, Sheet No.682/22, C.T.S. No.511,

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ of MAY, 2022, BETWEEN:

M/S GLOBE BUILDERS AND DEVELOPERS
PAN: AAFHG 0824H, through its Partners
Office: Royal Park, Umred Road, Nagpur -440024

1) SHRI AMUL GAJANANRAO PATIL, aged about 45 years, Occ.: Business, Aadhar No-2498 2506 9362, R/o Plot No. 1, Naik Nagar, Manewada Road, Nagpur 440027

2) SHRI SATISH SITARAMJI RAMTEKE aged about 50 year, Occ.: Business, Aadhaar No-9566 7587 1641, R/o Plot No 254, Shahu Nagar, Besa Road, Nagpur 440034, hereinafter called the **VENDORS**, 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 ONE PART.

AND

MR. _____ **s/o** _____, Aged ___ Years, Occ. : Private/Service, PAN – _____, (Adhaar No._____, Mobile No._____, R / o , -

_____

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

WHEREAS, the vendor hereinabove named is an exclusive, absolute and full owner and in possession of property comprising ALL THOSE Pieces and Parcels of land bearing **Plot No.18,** admeasuring 185.775 sq.mt., **Plot No.19**, admeasuring 185.775 sq.mt., and **Plot No.20**, admeasuring 185.775 sq.mt., all plots total admeasurement is **557.325 sq.mt**. being part and parcel of Khasara No.65/1, P.H.No.44, of **Mouza-Somalwada** bearing sheet No.682/22, City Survey No.511, Corporation House No- 3476/A/18+19+20 Tah & Dist- Nagpur in the layout of Sai-Krupa Swagruh Sukh Nirman Sanstha, Nagpur within limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur.

WHERAS the vendor firm has purchased the same from Shri Balwant Ramaji Khubalkar, Sau Kusum Vinod Gupta and Shri Prashant Pralhadrao Mule by virtue of sale deed dated 02.02.2012, which is duly registered at serial No.00598/2012 before sub-registrar office, Nagpur-4, thus, now the grantor firm is become the absolute and lawful owner of said property and more particularly described in the first schedule hereunder written (hereinafter referred to as "the project land" As a result, therefore the aforesaid the vendor firm hereinabove named has now become an exclusive, absolute and full Owner of aforesaid properties with heritable and transferable rights therein and the same is mutated in its name in all relevant records and also mutated in property card of city survey;

WHEREAS the said plots are regularized by Nagpur Improvement Trust, Nagpur under provisions of Maharashtra Gunthewari Development Act-2001. The Plot No-18 regularized vide its Permit No. BE (W) 1900/ (UL)/1018A dated 09.05.2011. The Plot No-19 regularized vide its Permit No. BE (W) 1900/ (UL)/883 dated 03.05.2011 and the Plot No-20 regularized vide its Permit No. BE (W) 1900/ (UL)/ 1070 dated 24.05.2011.

WHEREAS, the said plots are also converted into Non – Agricultural use by hon'ble Upper Tahsildar, Nagpur by vide its order R.C.S No.-1455/N.A.P.-34/2011-12, R.C.S No.-1454/N.A.P.-34/2011-12, and R.C.S No.-4437/N.A.P-34/2010-11 respectively.

Nagpur Improvement Trust for clubbing the said plots and Nagpur Improvement Trust, clubbed the same by vide its letter No- उसंनर./ रचना/२१६५, दिनांक १०.०६.२०१६ and renumbered as Plot No. 18-19-20 admeasuring area 557.325 sq. meter.

WHEREAS the vendor hereinabove named later on decided to develop the said Plot Nos. 18,19 and 20 into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self-contained separate Apartments therein; AND

WHEREAS accordingly it has prepared a Plan of Multistoried Building proposed to be constructed on the said Plot Nos.18, 19 and 20 and to be known and styled as **"SUVARNA VILLA"** and the same is also duly sanctioned and approved by the Nagpur Improvement Trust, vide building permit no. BE (W)/Case No. 0022165955/ tracking No.2022032518/561 dated 09.05.2022; AND

WHEREAS, the vendor/developer 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; AND

WHEREAS the vendor/developer is in possession of project land and the vendor/developer is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the vendor/developer has proposed to construct on the project land having the said Multistoried Building consisting of the Ground Floor and Six Upper Floors. The entire Ground Floor is meant for covered/valet parking area. There are 4 (four) Apartments each on the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH FLOOR. Thus there are in all 24 independent and self-contained separate Apartments in the said building;

WHEREAS, the vendor/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 vendor/developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Registered Serial No. _____Dated _____; authenticated copy is attached in Annexure 'F';

WHEREAS, the vendor/developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the vendor/developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser(s), the vendor/ developer has given inspection to the purchaser(s) of all documents of title relating to the project land and the plans, designs and specifications prepared by the vendor/developer'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(s) has/have, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project & other documents and papers disclosed by the Vendor/ Developer and satisfied herself /himself/themselves about the title of the vendor to said property and/or right of the vendor/developer to sell the same on ownership basis. The purchaser(s) hereby confirms that the vendor/developer has produced for inspection to the purchaser(s), all information and documents and has/have made full and true disclosure as demanded by the purchaser(s) and the purchaser(s) is/are satisfied with the same and has/have no further or other information nor disclosure to be required from the vendor/developer;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the vendor/developer, 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 Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure C-1;

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser(s) has/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 vendor/ 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;

WHEREAS, the vendor/developer has 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 Purchaser(s). 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 which is duly Registered in the Office of the Sub registrar Nagpur-8, in Book No.1 at registered Serial No._____ on _____ and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title;

WHEREAS, the vendor firm has accordingly commenced construction of the said building in accordance with the said proposed plans;

WHEREAS, the Purchaser(s) has/have applied to the Vendor/Developer for purchase of Apartment No. _____ on _____ FLOOR of a building known constructed thereon and the building known and styled as **"SUVARNA VILLA"**

WHEREAS, the carpet area of the said Apartment is _____ Sq. Mtrs.; 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(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser(s), 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(s) has/have paid to the vendor/developer a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Developer to the Purchaser(s) as advance payment or Application Fee in the following Manner

Rs. _____/- (Rupees _____ Only) paid by the purchaser(s) to the vndor by Cheque No.------- Dated _____, Drawn on _____, the receipt whereof is hereby acknowledged by the vendor.

admit and acknowledge) and the purchaser(s) has/have agreed to pay to the vendor/developer the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the vendor/developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Registered Serial No. _____ Dated _____;

WHEREAS, under section 13 of the said Act the Vendor/ Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser(s), 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 Vendor/Developer hereby agrees to sell and the Purchaser(s) 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 the said Multistoried Building consisting of the Ground Floor and Six Upper Floors. The entire Ground Floor is meant for covered/valet Parking Area. There are 4 (Three) Apartments each on the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH FLOOR. Thus there are in all 24 (EIGHTEEN) independent and self-contained separate Apartments to be constructed by the vendor/developer on the said Project Land in accordance with the plans, designs and specifications as approved by the competent local authority from time to time.

Provided that the Vendor/Developer shall have to obtain, prior consent in writing of the Purchaser(s) in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser(s), except any alteration or addition required by any Government Authorities or due to change in law.

1. a i) The Purchaser(s) hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser(s) bearing Apartment No. _____ having Carpet/built up area admeasuring _____Sq. Mtrs. on _____ FLOOR (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the total sale consideration of Rs._____/- (Rupees _____ Only) which includes towards cost of Apartment includes being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities.

1. b Thus the total aggregate consideration amount for the said Apartment including Parking Space is ". _____/-.

1. c The Purchaser(s) has/have paid on or before execution of this Agreement sum of Rs-_____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor/Developer the balance amount of _____/- (Rupees _____ Only) in the following manner:-

i) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the vendor/developer within 7 days from the date of execution of this Agreement.

ii) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the external plumbing and external plaster, Elevation, terraces in which the said Apartment is located.

vii) Rs. _____/- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer within 7 days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii) Rs. _____/- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer against and at the time of handing over of the possession of the Apartment to the Purchaser(s) on or after receipt of occupancy certificate or completion certificate.

Total Rs ----------, /- (RUPEES _____ ONLY)

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1. d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer 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 theproject payable by the vendor/developer) up to the date of handing over the possession of the said Apartment. The Purchaser(s) specifically agrees to pay to the Vendor/Developer all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor/Developer indemnified against the same of GST Provisions, the increased or decreed 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 GST simultaneously with the payment of each installment.

1.e The Purchaser(s) does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser(s) 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(s) from the Sale Consideration payable to the Vendor/Developer and to credit the same in 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 Vendor/ Developer undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/Developer shall enclose 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.

1.g THAT the Vendor/Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser(s) or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser(s) shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and