AGREEMENT TO SELL

FOR Rs. ONLY

(RUPEES ONLY)

GOVT. MARKET VALUE Rs. ONLY

(Valuation of Stamp Duty Rs. 31,340/ - per Sq. Mtrs., (Apartment Cost) of Mouza – Narsala, appearing as Item No. 56.612 at Page No. 1210 of Govt. Stamp Duty Ready Reckoner, 2022 - 23)

This "**AGREEMENT TO SELL**" is executed at **NAGPUR** on this _____ **DAY** of **_____, 20____, BETWEEN**

"M/S. DHANSHREE HOMES" a Partnership Firm, having its Office at Shop No. 3, Tajshree Vaibhav Apartment, Near Allahabad Bank, Umred Road, Sakkardara Square, Nagpur - 440009, Tahsil & District Nagpur, acting through its Authorized **Partners :- (1) SHRI. MUKESH SINGH S/o. JASBIR SINGH,** Aged about 50 years, Occupation – Business, Resident of A / 508, N. I. T. Complex, Mirchi Bazar, Sakkardara Square, Nagpur - 24, Tahsil and District Nagpur, **(2) SHRI. ANIL S/o. MADHUKARRAO BALBUDHE,** Aged about 55 years, Occupation – Business, Resident of 184, Nandanvan Colony, Nagpur, Tahsil and District Nagpur, **(3) SHRI. MANOJ S/o. MADHUKARRAO BALBUDHE,** Aged about 52 years, Occupation – Business, Resident of 184, Nandanvan Colony, Nagpur, Tahsil and District Nagpur, **(4) SHRI. SUNIL S/o. MADHUKARRAO BALBUDHE,** Aged about 58 years, Occupation – Business, Resident of 184, Nandanvan Colony, Nagpur, Tahsil and District Nagpur, hereinafter called as the "**VENDOR FIRM**/**PROMOTER**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDOR**/**PROMOTER"** as well as its partner, partners their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

SHRI / SMT. _____,

[P. A. No. _____]

[AADHAR No. _____]

[MOBILE No. _____]

Aged about _____ years, Occupation – _____,

Resident of _____Nagpur – 440 0____, Tahsil and District Nagpur, hereinafter called as the **"PURCHASER"** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"Purchaser",** as well as his/her respective heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

WHEREAS the above named **Vendor/Promoter** is sole and absolute owner and in possession thereof with all heritable and transferable rights therein of **ALL THAT** piece and parcel of land bearing **Plot No. 21, 22** containing by admeasuring **507.00 Sq. Mtrs.,** bearing **Nagpur Municipal Corporation House No. 12/21+22,** being a portion of entire land bearing **KHASRA No. 121**, of **MOUZA – NARSALA, Patwari Halka No. 37**, held in **Bhogwatdar Class – 1 Rights**, within the limits of **Nagpur Municipal Corporation**, situated at Narsala, Ward No. 77, Nagpur (City) Tahsil and District **NAGPUR,** having acquired the same from **Mrs. Sushila W/o. Sureshrao Shirbhate** by registered Sale Deed Dated 23.05.2013 which is duly registered at the Office of Sub-Registrar, Nagpur (Rural) No. 7 at Serial No. 2733/2013. (Which is more particularly described in **Schedule** – "**A**" hereunder written. (Herein afterwards referred as the "**Project Land**" for sake of brevity and convenience)

TITLE HISTORY:-

AND WHEREAS the entire Land bearing **KHASRA No. 121**, of **MOUZA – NARSALA, Patwari Halka No. 37**, having a area of **0.90 Hector**, **(9000.00 Sq. Meters)** Rental Rs. 5.50, held in **Bhogwatdar Class – 1 Rights**, within the limits of **Grampanchayat Narsala**, situated at Narsala, in Tahsil Nagpur (Rural) and District **NAGPUR,** originally belongs to the Shri. Baburao Sadhu Vaidya & others being their ancestral agricultural property. The aforesaid Shri. Baburao Sadhu Vaidya & others hold the aforesaid land in excess of ceiling limit in the Nagpur Urban Agglomeration, therefore the aforesaid Shri. Baburao Sadhu Vaidya & others filed returns **Under Section 6 (2)** of the **Urban Land (Ceiling & Regulation) Act, 1976,** for the aforesaid entire land bearing **KHASRA No. 121**, of **MOUZA – NARSALA, Patwari Halka No. 37**, having a area of **0.90 Hectors**, **(9000.00 Sq. Mtrs.,)** Tahsil – Nagpur (Rural) District Nagpur on 31.05.2003 and the returns filed by the original owners was registered as **U.L.C. Case No. 79 / 2003,** and after scrutiny of the returns filed by the original owners, the **Competent Authority U.L.C. Nagpur,** after completing his inquiry to this behalf declared the aforesaid entire land admeasuring **9000.00 Sq. Mtrs.,** as a **retainable land** and further declare that the said original owners does not hold **Surplus Vacant Land**, and dropped the said proceeding as **Non-Actionable**.

AND WHEREAS the aforesaid Shri. Baburao Sadhu Vaidya & others later on jointly decided to develop the aforesaid land admeasuring **9000.00 Sq. Mtrs.,** bearing **KHASRA No. 121**, of **MOUZA – NARSALA,** into a Residential Estate by carving out various Residential Plots of different sizes therein and accordingly they have entrust the entire work of Development of the aforesaid property to **M/S. BALBUDHE DEVELOPERS & PROMOTERS,** a Partnership Firm, having its Office at 184, Nandanvan Colony, Nagpur, Tahsil and District Nagpur, by an Registered Development Agreement Dated 13.02.2006, which is duly Registered in the Office of Sub-Registrar Nagpur (Rural) No. 10, in Additional Book No. 1, at Serial No. 636 / 2006, upon the several terms and conditions contained therein.

AND WHEREAS the said Shri. Baburao Sadhu Vaidya & others later on applied for conversion of the said entire **Retainable Land** admeasuring **9000.00 Sq. Mtrs.,** bearing **KHASRA No. 121**, of **MOUZA – NARSALA,** for **NON AGRICULTURAL USE** and considering their application the **HON'BLE COLLECTOR, NAGPUR** vide his order **Dated 13.04.2006**, passed in **Revenue Case No. 668 / NAP – 34 / 2005 –2006,** converted the said **9000.00 Sq. Mtrs.,** of land for **NON AGRICULTURAL USE**.

AND WHEREAS the said Shri. Baburao Sadhu Vaidya & others later on submitted the **LAYOUT** Plan of the said land bearing **Khasra No. 121**, admeasuring **9000.00 Sq. Mtrs.,** of **Mouza – Narsala,** for its FINAL sanction and considering the same the **Assistant Director, Town Planning, Nagpur** sanctioned the "**FINAL LAYOUT PLAN"** as per **letter No. Mouza – Narsala / Sansanaga / 6018 Dated 18-10-2008**.

AND WHEREAS the aforesaid Shri. Baburao Sadhu Vaidya & others (being Vendors) and the said **M/S. BALBUDHE DEVELOPERS & PROMOTERS**, (being Developer) later on sold / transferred Shri. Baburao Sadhu Vaidya & others (Being Vendors) and the said **M/s. Balbudhe Developers & Promoters** (Being Developer) later on sold / transferred **Plot No. 21,** containing by admeasuring **243.75 Sq. Mtrs.,** being a portion of entire land bearing **Khasra No. 121**, of **Mouza – Narsala,** to **Mrs. Sushila W/o. Sureshrao Shirbhate** by registered **Sale Deed Dated 22.09.2010** which is registered at the Office of the **Sub-Registrar, Nagpur (Rural) No. 7,** in Book No. 1 at **Serial No. 6018/2010**.

AND WHEREAS the aforesaid Shri. Baburao Sadhu Vaidya & others (being Vendors) and the said **M/S. BALBUDHE DEVELOPERS & PROMOTERS**, (being Developer) later on sold / transferred Shri. Baburao Sadhu Vaidya & others (Being Vendors) and the said **M/s. Balbudhe Developers & Promoters** (Being Developer) later on sold / transferred **Plot No. 22,** containing by admeasuring **263.25 Sq. Mtrs.,** being a portion of entire land bearing **Khasra No. 121**, of **Mouza – Narsala,** to **Mrs. Sushila W/o. Sureshrao Shirbhate** by registered **Sale Deed Dated 22.09.2010** which is registered at the Office of the **Sub-Registrar, Nagpur (Rural) No. 7,** in Book No. 1 at **Serial No. 6017/2010**.

AND WHEREAS the said **Mrs. Sushila W/o. Sureshrao Shirbhate** subsequently on her turn sold / transferred the aforesaid both the Plots bearing **Plot No. 21,** containing by admeasuring **243.75 Sq. Mtrs., & Plot No. 22,** containing by admeasuring **263.25 Sq. Mtrs., (**total area of both the Plots admeasuring **507.00 Sq. Mtrs.,)** being a portion of entire land bearing **Khasra No. 121**, of **Mouza – Narsala, M/s. Dhanshree Homes** the Vendor Firm hereinabove by registered **Sale Deed Dated 23.05.2013** which is registered at the Office of the **Sub-Registrar, Nagpur (Rural) No. 7,** in Book No. 1 at **Serial No. Serial No. 2733/2013.**

AND WHEREAS the **Vendor Firm** later on applied for Release of the aforesaid **Plot No. 21 & 22** to the **Nagpur Municipal Corporation, Nagpur,** and considering its application the **Nagpur Municipal Corporation, Nagpur,** accordingly issued Demand for payment of Development Charges and on receipt of entire Development Charges the **Nagpur Municipal Corporation, Nagpur,** accordingly Release the aforesaid **Plot No. 21 & 22** vide is **RELEASE LETTER No. 307** Dated **01.06.2015.**

AND WHEREAS in pursuance of the said **Sale Deed dated 23.05.2013,** the present Owner **M/s. Dhanshree Homes,** a Partnership Firm became the absolute legal Owner of the said **Plot No. 21 & 22,** total admeasuring **507.00 Sq. Mtrs.,** being a portion of entire land bearing **Khasra No. 121**, of **MOUZA – NARSALA,** with all heritable and transferable rights and the name of the Vendor Firm also mutated in 7/12 Revenue Record and also in the record of Nagpur Municipal Corporation and other relevant records of the Government.

AND WHEREAS lateron the **Vendor/Promoter, M/s. Dhanshree Homes,** decided to develop the Project Land i.e **Plot No. 21 & 22,** total admeasuring **507.00 Sq. Mtrs.,** being a portion of entire land bearing **Khasra No. 121**, of **MOUZA – NARSALA,** into a Residential Estate by constructing Multi-storeyed Building thereon consisting of various self contained separate Apartments therein**.**

AND WHEREAS the **Vendor/ Promoter, M/s. Dhanshree Homes,** later on through its Partners **Shri. Mukesh Singh S/o. Jasbir Singh, Shri. Anil S/o. Madhukarrao Balbudhe** and **Shri. Manoj S/o. Madhukarrao Balbudhe** file an application for amalgamation of the aforesaid both Plots bearing Plot No. 21 and Plot No. 22 in one Plot of land and considering the same **Dy. Engineer, Town Planning Department** of **Nagpur Municipal Corporation Nagpur** Approved the Amalgamation of said both the plots in one Plot bearing **Plot No. 21 & 22,** area admeasuring **507.00 Sq. Mtrs.,** as per his **Letter No. 22 Dated 25.01.2016.**

AND WHEREAS the said **M/s. Dhanshree Homes,** a has proposed to construct on the said plot bearing **Plot No. 21 & 22,** area admeasuring **507.00 Sq. Mtrs.,** being a portion of entire land bearing **Khasra No. 121**, of **Mouza – Narsala,** a Multi-storeyed Building to be known **"Dhanshree 2"** in accordance with the **Building Plan** sanctioned and approved by the **Assistant Director, Town Planning Department** of the **Nagpur Municipal Corporation** vide its **Building Permit No. 11/BP/NARSALA/TP/NMC/414, Dated 05-04-2022.**

AND WHEREAS the **Vendor/Promoter** has proposed to construct upon the project land, **1 (One) Building**, having entire Ground Floor reserve for Parking and there will be total Four **(4) Residential Apartments** each on the **First, Second, Third, Fourth and Fifth floor** respectively, therefore the Building will comprise of total **20 (Twenty) Residential Apartments** therein in accordance with the Building Plan, Design and

Specifications approved by the Nagpur Municipal Corporation and as may be further modified and approved from time to time in future, provided that before modifying / altering any change in the Building Plan, Design and Specifications, the **Vendor/Promoter** shall obtain prior consent in writing from the Purchaser only in case such modifications / alterations, which may adversely affect the nature and structure of Apartment of the Purchaser, except any alteration or addition required by the Nagpur Municipal Corporation and / or Government Departments or Statutory Authorities or due to change in any law or regulations.

AND WHEREAS Vendor/Promoter, **M/s. Dhanshree Homes,** (being the Grantor), executed a **"Deed of Declaration"** under Section 2 of the **"Maharashtra Apartment Ownership Act", 1970** and thereby subjected the entire scheme of **"Dhanshree 2"** to the provisions of "Maharashtra Apartment Ownership Act, 1970" and the bye -laws appended thereto. The said Deed of Declaration is duly registered at Serial No. _____/2022 on _____ at the office of Sub-Registrar Nagpur (Rural) No. ____, Nagpur**.**

AND WHEREAS the **Vendor/Promoter** hereby states and declares that there are no impediments attached to the said project land and that there are ***no tenants*** or *illegal encroachments* on the said Project Land and that the **Vendor/Promoter,** has clear possession over the project land. The project land is freehold property and for establishing title, presently no separate permission is required to be obtained from the Government or any other Statutory Authority. That the Project land has clear title and same is not mortgage or lien or charge on the said Project land.

AND WHEREAS the **Vendor/Promoter** hereby states and declares that they are entitled and enjoined upon to construct building on the Project Land in accordance with the recitals hereinabove.

AND WHEREAS the **Vendor/Promoter** hereby states and declares that they are in possession of the Project.

AND WHEREAS the Allotee / Purchaser has expressed his desire and willingness and offered to purchase Residential **Apartment No. _____,** having **Carpet Area** of **_____ Sq. Mtrs. [Built Up Area – _____ Sq. Mtrs.],** situated on the **_____ Floor** (hereinafter referred to as the said "Apartment") in the said proposed **"Dhanshree - 2"** Apartment building (herein after referred to as the said :Building") along with _____ % undivided share in the said **Plot No. 21 & 22** from the Promoter being constructed on the said Project by the Promoter.

WHEREAS the **Vendor/Promoter** has entered into a standard Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architect.

AND WHEREAS, the **Vendor/Promoter** has registered the proposed project under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said "Act")** with the **Maharashtra Real Estate Regulatory Authority** at Mumbai had holds **MahaRERA Registration No. _____ Dated _____**. Authenticated copy is attached in **Annexure "H".**

AND WHEREAS, the **Vendor/Promoter** has appointed **Structure Engineer**, **Shri. Vijendra Pundalikrao Kamble,** having Office at Plot No. 122/5, Mitra Nagar, Near Gajanan Mandir, Balaji Nagar, Manewada Road, Nagpur. His Certificate No. NMO/R/2021APL/01236 for the preparation of the structural design and drawings of the Building and the Promoter accepts the professional supervisions of the said Structural Engineer till the completion of the Building.

AND WHEREAS, the **Vendor/Promoter** has appointed **Architect, Shri. Vivek Patel,** having Office at Shop No. UG3, Yogikrupa Apartment, Opposite Kacchi Visa Oswal Ground, AVG Layout, Lakadganj, Nagpur, bearing N.I.T Licence No. 2831 and N.M.C. License No. 792 for the preparation of the design and drawings of the Building and the Promoter accepts the professional supervisions of the said **Architect** till the completion of the Building.

AND WHEREAS, the **Vendor/Promoter** has sole and exclusive rights to sell Apartments in the said building proposed to be constructed on the project land together with variable, proportionate, undivided, share and interest in the project land and to enter into Agreement/s with the prospective Allotee(s) / Purchaser/s of Apartments and to receive the sales consideration in respect thereof.

AND WHEREAS on demand from the Allottee / Purchaser, the **Vendor/Promoter** has given inspection to the Allottee / Purchaser of all documents of title relating to the project land and plans, designs and specifications prepared by the Promoter's Architects **Shri. Vivek Patel** 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**.**

AND WHEREAS the authenticated copies of **Certificate of Title** issued by an Advocate or the Attorney at Lawof the Vendor/Promoter, authenticated copy of **7/12 Extract** of the Revenue Record showing nature of the title of the Vendor/Promoter to the project land on which the building is proposed to be constructed by the Promoter has been annexed hereto and marked as **Annexure "A" and Annexure "B".**

AND WHEREAS the authenticated copies of **Building Permit** and **Building Plan** according to which the construction of the proposed **Residential Scheme** will be done by the **Vendor/Promoter** has been annexed hereto and marked as **Annexure –"C"** and **Annexure –"D"** respectively.

AND WHEREAS the authenticated copies of **Release Letter** issued by the Nagpur Municipal Corporation, has been annexed to this agreement at **Annexure 'E'.**

AND WHEREAS the authenticated copies of Registration with RERA has been annexed to this agreement at **Annexure 'F'.**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee / Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "G".**

AND WHEREAS the Vendor/Promoter has got some approvals from concerned local authorities i.e. Nagpur Municipal Corporation to the Plans, the Specification, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **Vendor/Promoter** 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 shall be granted by the Nagpur Municipal Corporation**.**

AND WHEREAS the **Vendor/Promoter** has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan**.**

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. _____,** on the **_____ Floor** in the said proposed **"Dhanshree - 2"** Apartment building being constructed in the said Project.

AND 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 Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Parties relying on confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws and are now willing to execute / register this Agreement to Sell in accordance with the terms and conditions appearing herein under:-

AND WHEREAS, prior to the execution of these presents the Allottee / Purchaser has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner herein after appearing.

AND WHEREAS, the **Vendor/Promoter** has registered the proposed project under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said "Act")** with the **Real Estate Regulatory Authority** at Mumbai had holds **MahaRERA Registration No. _____ Dated _____**.

AND WHEREAS under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Promoter is required to execute a written Agreement to Sell of said Apartment with the Allotee/ Purchaser being in fact these presents and also to register this Agreement to Sell under 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 hereby agrees to sell and the Allottee here by agrees to purchase the (Apartment) and the garage / covered parking (if applicable).

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters hall construct the said building consisting of ground Floor for parking and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee / Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No._____ of _____ Carpet area admeasuring _____ Sq. Mtrs., on _____ floor in the building (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 consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of

the common areas and facilities which is more particularly described in **Schedule – "A" & "B"** of property hereunder (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

ii) **THAT** the Purchaser hereby agrees to purchase from the **Vendor/Promoter** and the **Vendor/Promoter** hereby agrees to sell to the Purchaser, a separate and independent **Garage No**. **Nil**, having **Built Up Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil**/-.

iii) The Purchaser hereby agrees to purchase from the **Vendor/Promoter** and the **Vendor/Promoter** hereby agrees to sell to the Purchaser, a separate and independent **Covered Parking Space No**. **Nil**, having **Floor Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil** /-.

iv) That apart from the aforesaid total sale consideration, the Purchaser specifically agreed to pay the **M**.**S**.**E**.**B**. & **Water Meter charges** to the **Vendor/Promoter** and further agreed to pay agreed prevailing Central and State **Goods** & **Services Tax** (**G**.**S**.**T**.) levied and payable to the **Vendor/Promoter**. The Purchaser further agreed to pay Maintenance Charges of the Building to the **Vendor/Promoter**.

1(b) The total aggregate consideration amount for the Apartment is thus Rs. _____/- (Rupees _____ only) Excluding GST & Registration Charges.

1(c) The Allotee / Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____) (not exceeding 10 % of the total Consideration) as advance payment or application fees and hereby agreed to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____only) in the flowing manner :-

SCHEDULE OF PAYMENT :-

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 10% of total sales consideration amount] paid by the **Purchaser** to the **Vendor/Promoter** towards **application fee** / **advance payment** / **earnest money** in lieu of purchasing the said **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. **_____**, dated **_____**, drawn on / through **_____**, **_____ Branch**, **Nagpur**, the receipt whereof is hereby acknowledged by the **Vendor/Promoter**.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 20% of total sales consideration amount] paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** by **Demand Draft / Bankers Cheque / N.E.F.T. No**. _____, dated _____, drawn on / through _____, _____ **Branch**, **Nagpur** at the time of execution / registration of this **Agreement to Sell**, the receipt whereof is hereby acknowledged by the **Vendor/Promoter**.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 15% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Plinth** of **Wing** or **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **First Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Second Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Third Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of

purchasing the said **Apartment** on completion of **Fourth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____**/- (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Fifth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____**/- (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Walls**, **Internal Plaster**, **Floorings**, **Doors** and **Windows** of the said **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____**/- (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Staircases**, **Lobbies**, **Lifts** upto **Floor Level** of the said **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____**/- (**Rupees _____ only**) [not exceeding 5% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **External Plaster**, **External Elevation**, **External Waterproofing** of the said **Apartment** and **Overhead Water Tank**, **Well**, **Water Supply**, **Terrace** in **Wing or Building** where the said **Apartment** is located or on or before _____, which ever happens earlier.

Rs. **_____**/- (**Rupees _____ only**) [not exceeding 10% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **part consideration amount** in lieu of purchasing the said **Apartment** on completion of **Sanitary Fittings**, **Plumbing Fittings**, **Electrical Fittings**, **Electro**, **Mechanical**, **Environment Requirements**, **Entrance**, **Lobby's**, **Paving of Areas** and all other requirements of the sai**d Apartment** and **Wing** or

Building or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendor/Promoter** towards **full** & **final sales consideration amount** at the time of handing over **Possession of the said Apartment** to the **Purchaser** or on or after receipt of **Occupancy** / **Completion Certificate** or on the day of registration of **Sale Deed**, which ever happens earlier. The tentative time stipulated and agreed for completion of the said Project and registration of Sale Deed has been agreed on or before _____ (_____), subject to terms and conditions appearing hereunder in this Agreement to Sell.

_____

Rs. **_____/-** **TOTAL**:(**RUPEES _____ONLY**)

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1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

1(e) The Total Price is escalation-free, save and except escalations/increases, duet 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes,

if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rates pacified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust this payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided in to multiple installments linked to number of basements / podiums / floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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 Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index / F.A.R. i.e. total built-up area available as on date in respect of Building having total permissible Plotable Area of 507.00 Sq. Mtrs.. The Nagpur Municipal Corporation has sanctioned / granted 1.1 Floor Space Index (F.S.I.) on the said Plot of land admeasuring 554.246 Sq. Mtrs. Additional F.S.I. on payment of premium and ancillary FSI thus total Existing Built Up area is 1605.244 Sq. Mtrs., is granted by Nagpur Municipal Corporation. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project

land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. However if the delay is not attributable to the promoter such as force majure, etc the purchaser shall not be entitled to claim any interest on the same . The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure ‘E’, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st Day of March, 2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
(iii) non-availability of steel, cement, other building materials, water or electric supply , labour force etc.;
(iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
(v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
(vi) Delay or default in payment of dues by the allottee under these presents.
(vii) Pendency of any litigation.
(viii) Any act beyond the control of the Promoter.
(ix) Non availability of adequate labour for any reason.
(x) Force-Majeure

7.1 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be ,or any other Competent Authority.

The Allottee Purchaser agrees, affirms and confirms that he along with other Purchaser/s of Apartments in the said proposed Apartment project shall join in forming and registering the Society or Association under the name, head and style as **"Dhanshree - 2"** Apartment Association and for this purpose, she/he/thet shall sign and execute all prescribed applications, authority affidavits, declarations, documents, forms,

indemnity bonds, pro-formas, papers, undertakings that may be required and necessary for the formation and registering of the Society or Association. The Purchaser shall also from time to time sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings for becoming Member including byelaws of the proposed Society or Association and duly fill in, sign and return to the Vendor / Promoter within 7 (Seven) days of the same being forwarded by the Vendor / Promoter to the Purchaser, so as to enable the Vendor / Promoter to register Society or Association for the Purchaser and other Apartment owners in **"Dhanshree - 2"** building. The Purchaser agrees, affirms and confirms that he shall raise no – objection if any, changes or modifications are made in the draft byelaws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the possession of his apartment the proportionate share (i.e. in proportion to the floor area of the apartment/s or in lump-sum monthly amount) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. Until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Allottee/s further agrees that till the apartment allottee's share is so determined the allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution for 24 (twenty-four) months calculated at Rs._____ per sq.ft. of the carpet area per month totaling to Rs._____ (Rs. _____ only) towards the outgoings. GST (Currently 18%) will be applied separately. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit purchasers / allottees as aforesaid. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be paid by the Promoter or the concerned person to the Association within one month from the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoters or concerned person prior to the Final Conveyance Deed as aforesaid. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, inverters / batteries (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by the

Allottee. At the end of one year from the date of delivery of possession of the Apartment the Promoter shall be entitled to reevaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amount towards the same for said Two year and even for one or more additional year/s.

10. The Promoter shall bear legal charges, share money, charges for formation and registration of Association of Apartment owners, Electricity Distribution Company, meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.

11. At the time of registration of conveyance of the said Apartment, the Allottee shall pay to the Promoter all their dues including but not limited to the Allottees' share of stamp duty and registration charges payable (if any), by the said Allottee.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows :

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has 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;

ii. The Promoter has 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;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;

v. 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, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. As per Brochure Client or Allottee is completely aware the changes made timely as & when required by promoter & Such changes or deletion of specification's or

Amenities are known to the Allottee & also gives unequivocal consent any further changes, modification made by Promoter. i. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has 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 Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Association of the Allottees on MARCH 2025.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee’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 anything 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. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so 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 authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases,

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, 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. 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 and 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 in any other manner cause damage to columns, beams, walls, slabs, Wall Claddings, or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association. v. 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.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, NA 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 Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, give on leave and license basis, 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 Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Association 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Association 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 out-goings in accordance with the terms of this Agreement.

xi. Till the entire project is completed in all respects and the building and common area and facilities are handed over to the Association the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Not to obstruct the development work for any reason and in any way.

xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.

xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.

xv. The Allottee shall not dry or hang clothes in the balconies.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect

of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building and the project land is transferred to the Association.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the 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 or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the 41 default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment / plot/ building, as the case may be.

19. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

20. **PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES.**

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 allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be equal along with the other apartments in the Project.

23. FURTHER ASSURANCES

Both 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 reasonably 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.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nagpur. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Nagpur. Hence this Agreement shall be deemed to have been executed at concern Registration office at Nagpur.

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Power of Attorney Holder or signing authority will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID at their respective address / specified below :-

Vendor/Promoter's Notified Address:
"M/s. Dhanshree Homes"
Office at Shop No. 3, Tajshree Vaibhav Apartment, Near Allahabad Bank, Umred Road, Sakkardara Square, Nagpur – 440009
Promoter's Notified E-Mail Id: _____

Purchaser's Notified Address:
Shri. _____
R/o._____
Purchaser's Notified E-Mail Id: _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have received by the Promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEE

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

28. Stamp Duty and Registration – The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. *** 1% TDS Clause to be inserted into Agreement to Sell

29. Dispute Resolution - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.

30. GOVERNING LAW

That 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 Nagpur courts will have the jurisdiction for this Agreement.

31. **THAT** the **Vendor/Promoter** and the **Purchaser** declare, affirm and confirm that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further agree, affirm and confirm that they are absolutely satisfied with covenants of this Agreement to Sell.

SCHEDULE – "A"
DESCRIPTION OF PROJECT LAND

ALL THAT piece and parcel of land bearing **Plot No. 21 & 22** containing by admeasuring **507.00 Sq. Mtrs.,** bearing **Nagpur Municipal Corporation House No. 12/21+22,** being a portion of entire land bearing **KHASRA No. 121,** of **MOUZA – NARSALA,** Patwari Halka No. 37, within the limits of Nagpur Municipal Corporation, situated at Narsala, **Ward No. 77,** Nagpur (City) Tahsil and District **NAGPUR.**

Plot No. 21 & 22 bounded as under:

ON THE EAST BY	**-------**	**PUBLIC UTILITY LAND**
ON THE WEST BY	**-------**	**6.00 MT. WIDE ROAD.**
ON THE NORTH BY	**-------**	**KHASRA NO. 122.**
ON THE SOUTH BY	**-------**	**9.00 MT. WIDE ROAD.**

SCHEDULE – "B"
DESCRIPTION OF RESIDENTIAL APARTMENT

ALL THAT variable, proportionate, **UNDIVIDED _____** % share and interest in **ALL THAT** Piece and Parcel of land bearing **Plot No. 21 & 22** containing by admeasuring **507.00 Sq. Mtrs.,** forming a portion of entire land bearing **KHASRA No. 121**, **Patwari Halka No. 37** of **MOUZA – NARSALA, TOGETHERWITH** the entire R.C.C. Superstructure comprising Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**., and **Built Up Area** – **_____ Sq**. **Mtrs**., situated on the **_____ Floor,** in the building proposed to be constructed thereon known and styled as **"Dhanshree - 2"** bearing **Nagpur Municipal Corporation House No. 12/21+22,** situated within limits of Nagpur Municipal Corporation, at Narsala, **Ward No. 77, Nagpur (City)** Tahsil and District – **Nagpur**.

IN WITNESS WHEREOF the **VENDOR/PROMOTER** and the **PURCHASER** have signed, executed and registered this **AGREEMENT TO SELL** at **Nagpur** in presence of the attesting witnesses signing as such on the day first above written.
[Drafted by Adv. R. B. Irkhede.]

FOR :- "M/S. DHANSHREE HOMES"

(1) SHRI. MUKESH SINGH S/o. JASBIR SINGH

(2) SHRI. ANIL S/o. MADHUKARRAO BALBUDHE

(3) SHRI. MANOJ S/o. MADHUKARRAO BALBUDHE

(4) SHRI. SUNIL S/o. MADHUKARRAO BALBUDHE

PARTNERS

VENDOR/PROMOTER

(SHRI / SMT. _____)

(PURCHASER)

WITNESSES:-

1. _____

2. _____

ANNEXURE –"A"
(CERTIFICATE OF TITLE)

ANNEXURE –"B"
(AUTHENTICATED COPY OF 7/12 EXTRACT)

ANNEXURE –"C"
(AUTHENTICATED COPY OF BUILDING PERMIT)

ANNEXURE –"D"
AUTHENTICATED COPY BUILDING PLAN)

ANNEXURE –"E"
AUTHENTICATED COPY RELEASE LETTER)

ANNEXURE – "F"
(CERTIFICATE OF REGISTRATION WITH MAHARERA)

ANNEXURE – "G"

(SPECIFICATION OF CONSTRUCTION)

(DESCRIPTION OF COMMON AREAS, AMENITIES AND FACILITIES)

a. The piece and parcel of Plot where the Building is constructed.
b. Common Parking Space at ground floor.
c. Common Passages leading to Landings and Staircases.
d. Compound Wall on all sides with one M.S. Grill gate provided in the said Building for egress and ingress of members.
g. Lift.
h. ***The following Facilities are located throughout Building***: -

1. Passages, Staircases, Ramps, Landings and Lobby in the said Building.
2. Lift and Lift Duct in the Building
3. Well, Borewell, Boring, Sump, N.M.C. Water Meter Connections.
4. Sump with Electric Motors and Pumps.
5. Overhead and Underground Water Tanks.
6. Electric Meters, Electric Wirings & Cables throughout the Building.
7. Water Pipe Lines, Sewerage Pipe Lines, Water Meters and Plumbing Fittings throughout the Building.
8. Necessary Lights and Water Connections.
9. The Foundation & Main Walls, Columns, Lofts, Girders of the Building as stated in the Building Plan.
10. And in general all Apparatus and Installations meant for common use.
10. Necessary Lights and Water Connections.

(SPECIFICATION OF APARTMENT)

STRUCTURE	: -	R.C.C. frame structure.
WALL	: -	Outer Brick Wall – 150.00 mm. thick. Inner Brick Wall – 100.00 mm" thick
PLASTER	: -	Smooth Cement Plastering Inner & Outer
FLOORING	: -	Vitrified tiles in all Rooms Glazed tiles (Mat finish) in Toilets / W.C. up to 7.00 Fts. height
KITCHEN	: -	Modular frame Black Granite Top with Steel Sink of 22" x 18" size
WINDOW	: -	Aluminum Sliding Windows with M.S. safety grills
DOORS	: -	Flush Doors with Vineer Plywood
ELECTRIFICATION	: -	Copper concealed electric wiring in all Rooms Power Points 16 (AMP) & 5 (AMP) in Drawing Room &

		Kitchen Power Points 5 (AMP) and Light Points in all Rooms, Toilet & W.C. All Electric material / goods will be of standard quality.
PLUMBING	: -	Standard I.S.I. Plumbing in P.V.C. type all over Taps in Washing Place 1 Taps and 1 Flushing Cock in W.C. 1 Shower in Bathroom 1 Basin of Standard Size in passage near W.C.
PAINTING	: -	Building – Ace water proof paint externally Texture finish paint at some places externally Putty with Plastic paint internally in all Rooms, Kitchen & Bathrooms O.B.D. paint with putty internally.

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