

AGREEMENT TO SELL

FOR Rs. _____ ONLY

(RUPEES _____ ONLY)

GOVT. MARKET VALUE Rs. _____ ONLY

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

(1) SMT. SUMATI VASUDEO PALSHIKAR, Aged about 92 Years, Occupation – Household, Resident of Plot No. 67, Friends Layout No.4, Dindayal Nagar, Ranapratap Nagar, Nagpur - 440022, Tahsil & District – NAGPUR, {**PAN – EGNPP4856C**}, {**Aadhar No. – 6121 9529 9866**}, **(2) (i) SHRI. MANOHAR S/o AMBADAS KUKDE**, Aged about 76 Years, Occupation – Retired,{**PAN – ADCPK2425J**}, {**Aadhar No. – 4047 6962 2067**}, **(ii) MISS. GAURI D/o MANOHAR KUKDE**, Aged about 36 Years, Occupation– Household,{**PAN- AZBPK8462G**},{**Aadhar No. – 4495 6878 3281**},Both Resident of Bhauji Paghe Apartments,Trimurti Nagar, Nagpur-440022,Tahsil & District– NAGPUR, **(3)(i) SMT. VRUSHALI Wd/o PRAMOD PALSHIKAR**, Aged about 63 Years, Occupation – Household, , {**PAN – BSNPP4786L**}, {**Aadhar No.–6323 8331 7568**}, **(ii) MISS. PRAJAKTA D/o PRAMOD PALSHIKAR**, Aged about 25 Years, Occupation – Architect, Both Resident of Plot No. 67, Friends Layout No. 4, Dindayal Nagar, Ranapratap Nagar, Nagpur - 440022, Tahsil & District – NAGPUR, {**PAN – DBPPP6720P**}, {**Aadhar No. – 8777 7492 8308**}, **(4) MRS. ARUNA W/o ANIL KULKARNI**, Aged about 64 Years, Occupation - Housewife, Resident of Plot No.8,”Kuber”Wardha Road,State Bank Colony,Somalwada, - 440025, Tahsil & District - NAGPUR, {**PAN- AQZPK9854F**}, {**Aadhar No. 4026 5254 1885**}, **(5) MRS. RANJANA W/o ANANT TANKSALE**, Aged about 58 Years, Occupation- Housewife, Resident of Plot No. 268,Flat No.C-4,”Wasudeo Apartment”,Opposite Pitale Shastri School,Laxmi Nagar, Nagpur- 440022, Tahsil & District - NAGPUR, {**PAN- BVFPT6157C**}, {**Aadhar No. 4574 3862 9620**},**(6) MRS. ASHWINI W/o AJAY KULKARNI**, Aged about 56 Years, Occupation - Housewife , Resident of Plot No.1,Sarirang Colony,Building Raj Sarthi Society,Indira Nagar, Cidco Colony Nashik- 422009, Tahsil & District – Nashik {**PAN-AWHPK1522A**}, {**Aadhar No. 4546 1588 7175**}, the Vendor No. 1 above named, All acting through their duly Constituted Attorney **M/s. AARYA ASSOCIATES**, A Partnership Firm, (**PAN No. ABCFA3869N**), having its Office at Plot No. 13, Ravindra Nagar, Nagpur and acting through its **Partners – (1) SHRI. PARESH S/o LATE SHRI. DATTATRAYA JOSHI**, Aged about 48 Years, Occupation – Business, (**Aadhar No. 4058 3096 0773**), Resident of Plot No. 13, Ravindra Nagar, Nagpur-440022, Tahsil and District – NAGPUR and **(2) SHRI. NARENDRA S/o SHANKARRAO GURVE**, Aged about 51 Years, Occupation – Business, (**Aadhar No. 9159 9485 1252**), Resident of Plot No. 29, Ravindra Nagar, Nagpur-440022, Tahsil and District – NAGPUR, hereinafter called as the “**VENDOR**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR**” as well as its partner, partners thir respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST 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 **SECOND PART**.

AND

M/s. AARYA ASSOCIATES, A Partnership Firm, (PAN No. ABCFA3869N), having
its Office at Plot No. 13, Ravindra Nagar, Nagpur and acting through its Partners – (1)
SHRI. PARESH S/o LATE SHRI. DATTATRAYA JOSHI, Aged about 48 Years, Occupation –
Business, (Aadhar No. 4058 3096 0773), Resident of Plot No. 13, Ravindra Nagar,
Nagpur-440022, Tahsil and District – NAGPUR and (2) SHRI. NARENDRA S/o
SHANKARRAO GURVE, Aged about 51 Years, Occupation – Business, (Aadhar No. 9159
9485 1252), Resident of Plot No. 29, Ravindra Nagar, Nagpur-440022, Tahsil and District
– NAGPUR, hereinafter called the **“PROMOTER”**, 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 **THIRD PART**.

WHEREAS, ALL THAT piece and parcel of land bearing Plot No. 67, containing by
admeasurement of about 360.00 Sq. Mtrs. (OR 3875.04 Sq. Fts.), out of sanctioned
layout No. IV of Friends Co-operative Housing Society Ltd., Nagpur, being a part and
parcel of Khasra Nos. 130/1, 3, 4 & 5 of MOUZA - PARSODI, bearing City Survey No. 948,
Sheet No. 37, bearing Municipal Corporation House No. 2277/67, situated at Friends
Layout No. IV, Dindayal Nagar, Nagpur, within the limits of the Nagpur Municipal Ward
No. 74 in Tahsil and District - NAGPUR, belonged to Shri. Vasudeo Dattatraya Palshikar,
having purchased the same by him from Friends Co-operative Housing Society Ltd.,
Nagpur, vide a Sale Deed Dated 28/12/1979, which is duly registered in the Office of the
Joint Sub-Registrar, Nagpur-III, in Addl. Book. No. 1, Volume No. 304 on Page Nos. 51 to
54, at Sr. No. 1755(P) on 29/12/1979; AND

WHEREAS, as a result therefore, Shri. Vasudeo Dattatraya Palshikar was the
absolute and exclusive Owner of Plot No.67, containing by admeasurement 360 Sq.Mtrs.
by way of the aforesaid Sale Deed and accordingly his name is mutated in City Survey
Record; AND

WHEREAS, thereafter, Shri. Vasudeo Dattatraya Palshikar has constructed the
Single storeyed R.C.C. Structure Residential House on the said Plot No. 67; AND

WHEREAS, thereafter, Shri. Vasudeo Dattatraya Palshikar has left for heavenly
abode on 19/11/2017 and consequent upon his death/demise, his aforesaid entire
property devolved upon his widow Smt. Sumati V. Palshikar, 4 Married Daughters
namely Mrs. Sandhya Manohar Kukde, Mrs. Aruna Anil Kulkarni, Mrs. Ranjana Anant
Tanksale & Mrs. Ashwini Ajay Kulkarni, jointly by way of intestate succession, being the
legal heirs of the deceased; AND

WHEREAS, before the death of Shri. Vasudeo Dattatraya Palshikar, his only Son
Shri. Pramod Vasudeo Palshikar also left for heavenly abode on 28/8/2011 and
consequent upon his death/demise, his share in the aforesaid property devolved upon
his widow Smt. Vrushali P. Palshikar and only Daughter Miss. Prajakta P. Palshikar,
jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS, thereafter, Mrs. Sandhya Manohar Kukde also left for heavenly abode on 10/6/2018 and consequent upon her death/demise, her share in the aforesaid property devolved upon her Husband Shri. Manohar Ambadas Kukde and only Daughter Miss. Gauri Manohar Kukde, jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS, as a result therefore, the Vendors hereinabove named have now become an exclusive, absolute, joint and full Owners of the aforesaid Plot No. 67, containing by admeasurement 360.00 Sq. Mtrs., having 1/6th share each in the aforesaid property with heritable and transferable rights therein and accordingly their names are mutated in revenue record; AND

WHEREAS, the Vendors hereinabovenamed later on decided to develop the aforesaid entire property comprising Plot No. 67 (Sixty Seven) containing by admeasurement 360.00 Sq. Mtrs., (i.e. their respective Portions in the aforesaid property jointly), situated at Deendayal Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District - NAGPUR into a "RESIDENTIAL ESTATE" by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, accordingly by an Agreement of Development dated 5/08/2021, the Vendors have jointly entrusted the entire work of Development of the said property comprising Plot No. 67 (Sixty Seven), situated at Deendayal Nagar, Nagpur in Tahsil and District - Nagpur to M/s. AARYA ASSOCIATES, the Promoter hereinabove named upon the several terms and conditions contained therein and the said Agreement is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 5975 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon. By the same Agreement the Vendors have further allowed and permitted the Promoter to develop the said Plot of land into a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, by the same Agreement the Vendors have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective buyer(s) as may be nominated by the Promoter hereto; AND

WHEREAS, for completion of the said Scheme in all respects smoothly the Vendors have executed a General Power of Attorney in respect of their aforesaid property and thereby jointly and severally empowered, appointed and authorized M/s. Aarya Associates and its Partners namely (i) Shri. Paresh Dattatraya Joshi and (ii) Shri. Narendra Shankarrao Gurve as their Attorney Holder and the same is also duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 5976 on even date; AND

WHEREAS, for the purpose of construction of additional Built-up spaces on the said Plot of land, the aforesaid M/s. Aarya Associates has purchased Transferable Development Rights (TDR) of 375.00 Sq. Mtrs. vide TDR Certificate No. 81/03 Dated 31/12/2020 issued by The Commissioner, Nagpur Municipal Corporation from Shri. Sudhakar K. Totre & others by a Transfer Deed dated 28/06/2021, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 4647 on even date; AND

WHEREAS, in the like manner for the purpose of construction of additional Built-up spaces on the said Plot of land, the aforesaid M/s. Aarya Associates, has purchased Transferable Development Rights (TDR) of 150.00 Sq. Ft. vide TDR Certificate No. 006 Dated 5/02/2021 issued by The Commissioner, Nagpur Municipal Corporation from Miraco Prestressing Pvt., Ltd., by a Transfer Deed dated 3/02/2022, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 1104 on even date; AND

WHEREAS, as per D.C.R. Rules and Regulation, the Developer i.e. M/s. Aarya Associates hereto is entitled to use and utilized the Transferable Development Rights (T.D.R.) of 525 Sq. Mtrs. in the construction to be carried by it on the said Plot No. 67; AND

WHEREAS in pursuance of the said Agreement Dated 5/08/2021, the Promoter has accordingly prepared a plan of the Multistoried building proposed to be constructed on the said Plot of land and to be known and styled as "VASUNANDAN APARTMENTS" by utilizing the aforesaid 525 Sq. Mtrs. Transferable Development Rights (TDR) in construction to be carried out on the said Plot of land and the same is duly sanctioned by the by _____, Nagpur _____, Nagpur vide his Building Permit No. _____, Dated ____/____/2022; AND

WHEREAS on demand from the Purchaser, the **Vendor/Promoter** has given inspection to the Purchaser of all documents of title relating to the project land and plans, designs and specifications prepared by the Promoter's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder; **AND**

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchaser has thoroughly and carefully perused all original Title Deeds & Documents, Building Plan, Requisite Permissions, Clearances, Certificates, etc. and Specifications of the said Project disclosed by the **Vendor/Promoter** and satisfied himself/herself/themselves about title of the **Vendor/Promoter** to the said property and / or its right and authority to sell the same on ownership basis. The Purchaser hereby affirms and confirms that the **Vendor/Promoter** has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and the Purchaser has no further or any other information nor disclosure required from the **Vendor/Promoter** before booking and purchasing the said Apartment; AND

WHEREAS the **Vendor/Promoter** has got approvals from Nagpur Municipal Corporation/Nagpur Improvement Trust of the Building Plan, Elevations, Sections, Specifications of the proposed Building and shall obtain the balance approvals from various Statutory 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 subsequently, the **Vendor through the Promoter**, (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 **"VASUNANDAN APARTMENTS"** 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 No. _____, Nagpur; **AND**

WHEREAS under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the **Vendor/Promoter** is required to execute a written Agreement to Sell of said Apartment with the Purchaser for the sale of the said Apartment and therefore, the **Vendor/Promoter** and the **Purchaser** are executing this Agreement to Sell as a compliance thereof and they shall also register this Agreement to Sell under Registration Act, 1908 before competent Sub-Registrar Office at Nagpur (Rural), within time limit prescribed under the Registration Act; **AND**

WHEREAS the Purchaser hereinabove named has satisfied himself in respect of the Vendor's and the Promoter's title to the said property as good, valid and marketable and the Purchaser has also seen proposed approved plan of the proposed Multi-storied Building., Which shall constructed on the project land; **AND**

WHEREAS the **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** _____. **AND**

WHEREAS, the **Promoter** has appointed **Structure Engineer, Shri. Abhay Kulkarni, having** Office at, Friends Layout No. IV, Deendayal Nagar, Nagpur, bearing Licence No. F-018136-2; **AND**

WHEREAS, the **Promoter** has appointed **Architect, Shri. Nandesh Firke**, having Office at 9-P, Mani Layout, Pratap Nagar, Cement Road, Nagpur, bearing N.I.T Licence No. 746 and N.M.C. License No. 612; **AND**

WHEREAS, the **Vendor/Promoter** has sole and exclusive rights to sell Shops and Apartments in the 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 – Sale Deed/s – Conveyance Deed/s with the prospective Purchaser/s of Apartments and to receive the sales consideration in respect thereof; **AND**

WHEREAS the Purchaser has expressed his desire and willingness and offer to purchase Residential **Apartment No.** _____, having **Carpet Area** of _____ **Sq. Mtrs.** [**Built Up Area** – _____ **Sq. Mtrs.**], situated on the _____ **Floor** in the proposed **"VASUNANDAN APARTMENTS"** Apartment building along with _____ % undivided share in the said **Plot No. 67** from the Promoter; **AND**

WHEREAS the authenticated copies of **Certificate of Title** issued by an **Advocate Ritesh C. Mahendra of the Promoter** has been annexed to this agreement at **Annexure 'A'**. The authenticated copy of **Akhiv Patrika** showing nature of the title of the Vendor to the project land on which the building is proposed to be constructed by the Promoter has been annexed to this agreement at **Annexure 'B'**. The authenticated copy of Nagpur Municipal Corporation **Tax Receipt** has been annexed to this agreement at **Annexure 'C'**; **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 **Promoter** has been annexed hereto and marked as **Annexure –“D”** and **Annexure –“E”** respectively.

WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **Promoter** while developing the Plot and the said building and the **Promoter** has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan.

WHEREAS for the purpose of this Agreement following area is defined:-

CARPET AREA: - As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act., 2016, Carpet area of the Apartment/Shop is defined as the net usable floor area of an apartment/shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartments/shops. Carpet area is shown separately in **Schedule – “B”**.

COMMON AREA: - As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, open spaces, open/covered parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments/Shops in the project to arrive at proportionate common area of each apartment/shops.

WHEREAS the **Vendor/Promoter** and the Purchaser are 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 set out in this Agreement to Sell and as mutually agreed upon by and between the Vendor/Promoter and the Purchaser and the Vendor/Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment upon terms and conditions appearing herein under; **AND**

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

i) **THAT** in lieu of total sales consideration amount of Rs. _____/- (**Rupees** _____ **only**) agreed to be paid by the **Purchaser** to the **Vendor/Promoter** as per **Schedule of Manner of Payment** appearing hereunder, the **Vendor/Promoter** agrees to sell and the **Purchaser** agrees to buy **ALL THAT** variable, proportionate, **UNDIVIDED** _____ % share and interest in **ALL THAT** Piece and Parcel of

land bearing **Plot No. 67 (Sixty Seven)**, out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement **360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.)**, being a portion of the entire land bearing Khasra Nos. **130/1, 3, 4 and 5** of Mouza - **PARSODI**, P.S.K. 44, TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No. _____**, covering a **Carpet Area ____ Sq. Mtrs., Built-up area of ____ Sq. Mtrs. (i.e. Super Built-up Area of ____ Sq. Mtrs.)** on the _____ **FLOOR** of a Building proposed to be constructed thereon and to be known and styled as "**VASUNANDAN APARTMENTS**", including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/67, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, which is more particularly described in **Schedule – "A" & "B"** of property hereunder.

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 /-**.

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

SCHEDULE OF PAYMENT :-

Rs. _____/- (Rupees _____ only)
[not exceeding 10% of total sales consideration amount] paid by the **Purchaser** to the **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 **Promoter**.

Rs. _____/- (Rupees _____ only)
[not exceeding 20% of total sales consideration amount] paid by the **Purchaser** to the **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 **Promoter**.

- Rs. _____/- (Rupees _____ only)
[not exceeding 15% of total sales consideration amount]
specifically agreed to be paid by the **Purchaser** to the **Promoter**
towards **part consideration amount** in lieu of purchasing the
said **Apartment** on completion of **Plinth** of **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 **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 **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 **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 **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 **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 **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 **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 **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 said **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 **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)
=====

THAT THE VENDOR/PROMOTER AND THE PURCHASER DO HEREBY COVENANT WITH
EACH OTHER AS FOLLOWS:-

1. **THAT** the **Vendor/Promoter** hereby affirms and confirms that the property hereby agreed to be sold to the Purchaser is its separate and acquired property, belonging to Vendor Firm alone and it further affirms and confirms that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said property or part thereof.
2. **THAT** the **Vendor/Promoter** hereby affirms and confirms that the Firm has legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser and the Firm has absolute legal right and full authority to convey, assign and transfer the said property through this agreement to the Purchaser at a future date.
3. **THAT** the **Vendor/Promoter** hereby affirms and confirms that the property hereby agreed to be sold is not impeded in any manner, whatsoever, which creates or

may cause any legitimate defect in ownership and title of the **Vendor/Promoter Firm** and which legally prohibits the **Vendor/Promoter Firm** to convey, assign and transfer the said property by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said property, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, attachment, auction, recovery proceedings, criminal proceedings or in any other manner.

4. **THAT** the **Vendor/Promoter** hereby affirms and confirms that prior to execution / registration of this Agreement to Sell, the Firm has not signed, executed any unregistered or registered deed or document purporting or confirming to be token agreement / allotment deed / agreement to sell / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The **Vendor/Promoter** further affirms and confirms that in future if it is revealed that the **Vendor/Promoter** had / have signed, executed any unregistered or registered any such deed or document thereby purporting or confirming to be sale / assignment / transfer / conveyance of the said Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after execution / registration of this Agreement to Sell, then all such deeds or documents purporting or confirming to be sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the **Vendor/Promoter** hereby affirms and confirms that there are no undisclosed persons, partners, claimants or any other person/s who have vested or existing interest or who have legitimate right to claim ownership, title, right, share, interest, partition or possession in any manner, whatsoever over the Project Land / Apartment hereby agreed to be sold to the Purchaser. The **Vendor/Promoter** further affirms and confirms that in future, if this Agreement to Sell is disputed or challenged by any undisclosed partners, claimants or any other person/s for any reason whatsoever, then it shall be sole and exclusive liability and responsibility of the **Vendor/Promoter** to defend such person/s claim, dispute, litigation or case at its efforts and expenses and he shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the **Vendor/Promoter** affirms and confirms that they have absolute legal right and authority to develop the said Project Land into a multi-storied Commercial cum Residential Apartment scheme/project. The **Vendor/Promoter** further affirms and confirms that they have absolute legal right to receive all money, being the sale price / cost of Commercial Shop Blocks and Residential Apartments from its prospective buyers / purchasers / nominees without any let, hindrances or interference from any person/s and that the **Vendor/Promoter** has absolute legal right and authority to convey, assign, transfer, sell variable, proportionate and undivided share in the said Project Land together with the said Apartment to the Purchaser at a future date. The **Vendor/Promoter** affirms and confirms that they have absolute legal right and authority to enter into this Agreement to Sell and they have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

7. **THAT the Vendor/Promoter** agrees, affirms and confirms that he shall pay Non – Agricultural Taxes, Municipal Corporation Taxes, Electricity & Water bills (Residential) and all other charges and outgoings etc., levied and payable in respect of the said Project Land / Apartment to concerned revenue and statutory authorities and Government Departments till day of registration of Sale Deed or till day of handing over physical possession of the said Apartment to the Purchaser, whichever is earlier.

8. **THAT the Vendor/Promoter** agrees, affirms and confirms that they have lawful rights and requisite approvals from local bodies and competent Government and Statutory Authorities to carry out development of the said Project and he shall obtain requisite permits, approvals, permissions, clearances, licenses, no-objections etc., from local bodies, Government and Statutory Authorities from time to time, if required to complete the development of the said project. The **Vendor/Promoter** hereby agrees and affirms to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Municipal Corporation and local bodies, Government and Statutory Authorities at the time of sanctioning the Building Plan or thereafter before handing over possession of the said Apartment to the Purchaser, he shall obtain occupancy / completion certificate in respect of the said Apartment from the Nagpur Municipal Corporation or other Competent Authority.

9. **THAT the Vendor/Promoter** affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent Government and Statutory Authorities concerning the project land, project, building are valid and subsisting and have been obtained by following due process of law. The **Vendor/Promoter** affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent Government and Statutory Authorities concerning the project land, project, building shall be obtained by following due process of law and that the **Vendor/Promoter** has been and shall at all times herein afterwards remain to be in compliance with all applicable laws concerning the said project land, project, building and common areas and facilities therein.

10. **THAT the Vendor/Promoter** agrees, affirms and confirms that the total sales consideration is the cost of the said Apartment is escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, Government and Statutory Authorities and / or any other increase in charges which may be levied or imposed by local bodies, Government and Statutory Authorities from time to time in future. The **Vendor/Promoter** undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed by local bodies, Government and Statutory Authorities, the **Vendor/Promoter** shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

11. **THAT the Vendor/Promoter** has specifically made aware to the Purchaser and the Purchaser agrees, affirms and confirms that the sales consideration cost of the Apartment hereby agreed to be sold to him is INCLUSIVE of taxes consisting of tax paid or payable by the **Vendor/Promoter** on account of installation of Electric Transformer, laying underground Electric Cable, digging Well, Borewell, Tubewell etc. are or any other taxes which may be levied in connection with construction of the Purchaser's

Apartment and the entire Project, paid or payable by the by the **Vendor/Promoter** to concerned Government departments and statutory authorities upto to day of registration of Sale Deed or handing over physical possession of the said Apartment to the Purchaser.

12. THAT the Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments / balance sales consideration amount payable by the Purchaser to the **Vendor/Promoter** by discounting such early payments @ Nil % (Nil) percent per Annum for the period by which the respective installment / balance sales consideration has been pre-poned or will be pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once it is granted to the Purchaser by the **Vendor/Promoter**. [Not Applicable].

13. THAT the Purchaser hereby authorizes the **Vendor/Promoter** to adjust / appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, as the **Vendor/Promoter** may in its sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the **Vendor/Promoter** to adjust his due installments / balance sales consideration amount in any manner.

14. THAT the Vendor/Promoter has particularly made aware to the Purchaser and the Purchaser agrees, affirms and confirms that "time is - and shall be an essence of contract" for performance of this agreement for the Purchaser. Hence the Purchaser agrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by him strictly on due stages and due dates to as stipulated in Schedule of Manner of Payment herein above. The Purchaser agrees that if he neglects / delays / defaults / fails to due - balance installments / sales consideration amount on due stages and due dates, as the case may be, then the **Vendor/Promoter** may at its absolute discretion, grant maximum grace period of 15 (Fifteen) days for payment of each due / delayed installment and / or balance sales consideration amount, however in those circumstances, the Purchaser shall be liable to pay and he shall pay Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due and delayed installments / balance sales consideration amount for EVERY MONTH of delay from the date on which the same has become due and payable for grace period and till the date, the due installments / balance sales consideration amount is / are finally paid by the Purchaser to the **Vendor/Promoter**.

15. THAT the Purchaser agrees, affirms and confirms that without prejudice to right of the **Vendor/Promoter** to grant grace period and charge interest in terms of Clause No. 14 referred herein above, in event of the Purchaser committing default / delay in payment of due and payable installments / balance sales consideration amount, agreed to be paid by him in lieu of purchasing the said Apartment in terms of this Agreement to Sell (Including proportionate costs, charges, taxes, cesses, outgoings, fees etc.) and on the Purchaser committing 3 (Three) consecutive or alternate defaults in payment of due and payable installments / balance sales consideration amount, the **Vendor/Promoter** may / shall at its own option, may terminate / cancel this Agreement to Sell, provided that the **Vendor/Promoter** shall give Notice of 15 (Fifteen) days in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate / cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the **Vendor/Promoter** has

intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirms that if he fails to rectify the breach mentioned in the said Notice by the **Vendor/Promoter** within time stipulated, then on expiry of the notice period, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the **Vendor/Promoter**, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the **Vendor/Promoter** and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the **Vendor/Promoter** in any court of law, forum or authority.

16. THAT the Purchaser agrees, affirms and confirms that upon termination / cancellation of this Agreement to Sell as aforesaid, the **Vendor/Promoter** will forfeit fixed sum of Rs. 2,00,000/- (Rupees Two Lacs only) OR 10 % (Ten) percent of token / earnest / advance / booking amount (whichever is more), together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the **Vendor/Promoter**, from the installments / amount which would have been paid by the Purchaser to the **Vendor/Promoter** till then and the said amount will be appropriated by the **Vendor/Promoter** on account of liquidated damages, loss of interest and opportunity, sustained by the **Vendor/Promoter** on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the **Vendor/Promoter** to the Purchaser within a period of 90 (Ninety) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur. It is hereby clarified and specified by the **Vendor/Promoter** and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur, then the **Vendor/Promoter** shall not be liable to refund balance amount (if any) till the same is done by the Purchaser, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the **Vendor/Promoter** and the Purchaser. In such circumstances, the **Vendor/Promoter** shall have all legal rights and authority to convey, assign, transfer, sell the said Apartment to any third person / party without informing or without obtaining any previous written or oral consent / no – objection letter from the Purchaser. The Purchaser shall not be entitled for refund of GST amount in case paid by the **Vendor/Promoter** and the Purchaser further shall not be entitled for refund of Stamp Duty and registration charges from the **Vendor/Promoter**.

17. THAT the **Vendor/Promoter** agrees, affirms and confirms that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Apartment. In that case, if any information, document, deed or no - objection is required from the **Vendor/Promoter**, it will unconditionally and without delay provide all such information, deed or no-objection and render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the **Vendor/Promoter** against payments of the same. The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan / financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser delaying / defaulting in paying balance installments / sales consideration amount as stipulated hereinabove. The Purchaser is

also aware that in such circumstances the **Vendor/Promoter** shall not be liable and under obligation to carryout and complete construction of the Apartment agreed to be sold to him and deliver possession within stipulated time as agreed in this Agreement to Sell.

18. THAT 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 rate specified 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 above Clause of this Agreement.

19. That the **Vendor/Promoter** shall give possession of the Apartment to the Purchaser on or **before 31st Day of December, 2024**, (With Grace period of six months.) but subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule notification of the Government and / or other public or competent authority or any cause beyond the control of the **Vendor/Promoter** any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and /or for reason beyond the control of the **Vendor/Promoter**. If the **Vendor/Promoter** neglects, delays or fails to deliver possession of the said Apartment to the Purchaser on account of the reasons beyond his control and of his agents by the aforesaid date, then the **Vendor/Promoter** shall be liable on demand to refund to the Purchaser the amount already received by him in respect of the Apartment with interest at the same rate from the date the **Vendor/Promoter** received the sum till date of amount and interest thereon is repaid. Further the Purchaser is agreed that he will not claim any rent or damages from the **Vendor/Promoter** towards delaying in possession of the apartment however the purchaser shall claim damages towards rent in that even the **Vendor/Promoter** will responsible to pay Rs. 1000/- per month towards rent cum damages charges and in that event purchaser would not be claim any other damages

20. THAT the **Vendor/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) Any notice, order, rule, notification, government resolution, policy changes regarding building development and control rules of local body, government department, statutory authorities and any order of status – quo, injunction or stay by any court of law, forum, tribunal or regulatory authority.
- (ii) Non availability of skilled or unskilled workmen, technicians, labourers due to strike.
- (iii) Civil commotion, riots, prohibitory orders, flood, earthquake, pandemic or act of nature or god.
- (iv) Any other current or contingent valid, justifiable or reasonable cause or reason beyond knowledge, control and scope of the **Vendor/Promoter**.

21. THAT the Purchaser agrees, affirms and confirms that if the **Vendor/Promoter**

completes construction and hands over possession and executes conveyance of the said Apartment before stipulate time, then the Purchaser agrees and shall pay the balance installments / sales consideration amount, payable for early completed stage as per payment linked to said stage immediately on demand and no early payment discount will be offered in such case where construction has been completed before the agreed timeline.

22. THAT the Purchasers agrees, affirms and confirms that the **Vendor/Promoter** has particularly made them aware that the construction of proposed Apartment is heterogeneous in nature, comprising R.C.C & Brickworks, Plasters, hence it is agreed by the Purchasers that any shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, which are likely to occur shall not be treated as construction defects.

23. THAT the Purchaser agrees, affirms and confirms that mere forwarding or handing over of this Agreement to Sell by the **Vendor/Promoter** to the Purchaser does not create any binding obligation on part of the **Vendor/Promoter** or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears he for registration of the same before concerned Sub – Registrar Office as and when intimated by the **Vendor/Promoter**. The Purchaser further agrees, affirms and confirms that if he fails to execute and deliver this Agreement to Sell to the **Vendor/Promoter** within 10 (Ten) days from the date of its receipt and / or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the **Vendor/Promoter**, then the **Vendor/Promoter** shall serve a letter / notice to the Purchaser rectifying and complying aforesaid default, however if the said is not rectified or complied by the Purchaser within 15 (Fifteen) days time from the date of receipt of the said letter / notice, the application of the Purchaser and provisional allotment of the said Apartment shall ipso-facto be treated as terminated / cancelled without any further letter / notice and subject to deduction of 20% (Twenty) percent amount from the sum / amount paid or deposited by the Purchaser to / with the **Vendor/Promoter** in connection therewith shall be refunded by the **Vendor/Promoter** without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said Apartment.

24. THAT the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said Apartment to any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the **Vendor/Promoter**. It is hereby clarified that if the Purchaser signs and executes any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the **Vendor/Promoter**.

25. THAT the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization "**VASUNANDAN APARTMENTS**" Apartments building, the Purchaser

shall not insist or demand the **Vendor/Promoter** to make any external or internal structural changes or deviations or material alterations in "**VASUNANDAN APARTMENTS**" Apartments building or in the Apartment hereby agreed to be sold to the Purchaser.

26. THAT the Purchaser agrees, affirms and confirms that the **Vendor/Promoter** shall be exclusive in-charge of construction of Apartment agreed to be sold to the Purchaser and the entire "**VASUNANDAN APARTMENTS**" Apartments building, without any entertaining any suggestions, advisory, interference, and impediment from the Purchaser or any person/s claiming under authority or trust for him. The Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other builder / developer / contractor thereby assigning the task of construction of his Apartment to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the **Vendor/Promoter**.

27. THAT the **Vendor/Promoter** agrees, affirms and confirms that he shall within 3 (Three) Months from the date of registration of the Society or Association, as aforesaid, cause to be transferred to the Society or Association all rights, title and the interest of the **Vendor/Promoter** and / or the Owners in the said Wing or Building or wing in which the said Apartment is situated.

28. THAT the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the **Vendor/Promoter** intimating that the said Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the Apartment) all taxes, cesses, outgoings in respect of the said Apartment and the Project Land and "**VASUNANDAN APARTMENTS**" Apartments building, namely Non – Agricultural Taxes, Municipal Corporation Taxes, Maintenance Charges or such other contingent or incidental charges, levied by any local body or government or statutory authorities and costs, charges and expenses towards government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to management and maintenance of the said Apartment / Wing / Building / Project. The Purchaser agrees, affirms and confirms that the **Vendor/Promoter** has specifically made him aware that the **Vendor/Promoter** will provide common Water Meter connection for common use of all Apartment owners / lawful occupiers / possessors in "**VASUNANDAN APARTMENTS**" Apartments building under C – B category and the Purchaser shall pay proportionate charges of Water Bills along with other Apartment owners / lawful occupiers / possessors in "**VASUNANDAN APARTMENTS**" Apartments building.

29. THAT the **Vendor/Promoter** upon obtaining Occupancy / Completion Certificate from the Nagpur Municipal Corporation or other Competent Authority and subject to payment of entire sale consideration amount together with charges towards installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), T.D.S. tax, Stamp duty, Registration charges, Legal fees etc. by the Purchaser in terms of this Agreement to Sell, the **Vendor/Promoter** shall issue a letter or communicate in writing and offer the Purchaser at his provided address or e-mail id thereby calling upon him to take / accept physical possession of the said Apartment within 1 (One) Months time from the date of receipt of such letter or communication and then the **Vendor/Promoter** shall

hand over physical possession of the said Apartment to the Purchaser. That the **Vendor/Promoter** agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Vendor/Promoter**. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the **Vendor/Promoter** or "**VASUNANDAN APARTMENTS**" Apartments Association, as the case may be.

30. THAT upon receiving a written letter / communication as aforesaid from the **Vendor/Promoter**, the Purchaser shall take possession of the said Apartment from the **Vendor/Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the **Vendor/Promoter** shall deliver possession of the said Apartment to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the **Vendor/Promoter** or "**VASUNANDAN APARTMENTS**" Apartment Association, as the case may be. The Purchaser further agrees, affirms and confirms that until any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the **Vendor/Promoter** such proportionate share of outgoings as may be determined and demanded by the **Vendor/Promoter**. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the **Vendor/Promoter**. The amounts so paid by the Purchaser to the **Vendor/Promoter** shall not carry any interest and remain with the **Vendor/Promoter** until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment / Wing / Building / Project is executed by the **Vendor/Promoter** to / in favour of such Society or Association. That on execution of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of such Apartment / Wing / Building / Project, the aforesaid deposits (less deduction as provided for in this Agreement to Sell shall be paid over by the Promoter to the Society or Association, as the case may be.

31. THAT the Purchaser agrees, affirms and confirms that they have agreed to purchase the said Apartment for Residential purpose only and therefore the Purchaser shall use the Apartment or any part thereof or permit the same to be used for Residential purposes only and not for any other purposes.

32. THAT the Purchaser agrees, affirms and confirms that he along with other Purchaser/s of Apartments in "**VASUNANDAN APARTMENTS**" Apartment Building shall join in forming and registering the Society or Association under the name, head and style as "**VASUNANDAN APARTMENTS**" Apartments Apartment Association and for this purpose, he 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 "**VASUNANDAN APARTMENTS**" Apartments 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.

33. THAT the Vendor/Promoter and the Purchaser mutually agree, affirm and confirm that wherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any payment in common with other Purchaser/s in the building / project, the same shall be in proportion to Carpet Area of the said Apartment to total Carpet Area of all Apartments in the building / project.

34. THAT the Vendor/Promoter agrees, affirms and confirms that it shall maintain a separate Bank Account in respect of sums received by the Vendor/Promoter from the Purchaser towards advances, deposits, sales consideration amount and all sums received on account of taxes, cesses, maintenance charges, outgoings, legal fees and share capital for forming Association or Society and the Vendor/Promoter shall utilize the said amounts only for those purposes for which they have been received.

35. THAT the Purchaser agrees, affirms and confirms that till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his Apartment is executed by the Vendor/Promoter and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Vendor/Promoter in favour of the Association / Society, the Purchaser shall permit the Vendor/Promoter and / or its authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by it to enter into his Apartment and upon the said building or any part thereof, at all reasonable times to view and examine ongoing construction activities and other state and condition thereof in the said building.

36. THAT the Vendor/Promoter hereby declares that the proposed multi-storeyed / multi-dwelling building is to be constructed on land having total permissible Platable Area of 360.00 Sq. Mtrs.. The Nagpur Municipal Corporation has sanctioned / granted 1.1 Floor Space Index (F.S.I.) on the said Plot of land admeasuring 396 Sq. Mtrs. Additional F.S.I. on payment of premium and ancillary FSI.

37. THAT the Vendor/Promoter agrees, affirms and confirms that after its executes this Agreement to Sell it shall not mortgage or create any charge or encumbrance on the Apartment and variable, proportionate, undivided, share and interest in the Project Land, hereby agreed to be sold to the Purchaser, however if any such mortgage, charge or encumbrance is made or created by the Vendor/Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect rights and interest of the Purchaser.

38. THAT the Vendor/Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if the Purchaser demises before registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed, then in those circumstances, all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser. It is further agreed that in case of death of the Purchaser, the Vendor/Promoter shall accept the balance installments / sales consideration amount from legal heirs of the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in his / her / their favour and similarly in case of death of the Vendor/Promoter his legal heirs shall accept the balance installments / sales consideration amount from the Purchaser and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Apartment in his favour and / or his legal heirs, as the case may be.

39. THAT the **Promoter** and the Purchaser mutually agree, affirm and confirm that all Notices / Letters / Correspondences required to be served on the **Promoter** and the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to the Resident of Plot No. 13 Ravindra Nagar, Nagpur – 440025 or the Purchaser by Registered Post A/d and / or notified through e-mail at his respective addresses, specified below:-

Promoter's Notified Address:

"M/s. AARYA ASSOCIATES"

Office at Plot No. 13, Ravindra Nagar, Nagpur

Promoter's Notified E-Mail Id: _____

Purchaser's Notified Address:

Shri. _____

R/o. _____

Purchaser's Notified E-Mail Id: _____

40. THAT the **Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that it shall be their duty to inform each other about any change in their respective addresses notified herein above, subsequent to execution of this Agreement to Sell, failing which all notices, letters, correspondences, communications, posted or e-mailed at notified addresses shall be deemed to have been served and received by the **Vendor/Promoter** or the Purchaser, as the case may be. It is hereby clarified that in case, if there are several or joint Promoter or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the **Vendor/Promoter** to the Purchaser and vice –versa, 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 **Vendor/Promoter** and the Purchaser.

41. THAT the **Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that the execution of this Agreement to Sell shall be complete only upon its execution by the **Vendor/Promoter** through its Authorized Partners at the **Vendor/Promoter's** Office or at some other place, which may be mutually agreed between the **Vendor/Promoter** and the Purchaser, after this Agreement to Sell is duly executed by the Purchaser and the **Vendor/Promoter** and simultaneously this Agreement to Sell shall be registered before competent Sub-Registrar. It is further agreed that the Vendor, Purchaser and the **Vendor/Promoter** shall present this Agreement to Sell at the proper registration office for its registration within time limit prescribed under the Registration Act, 1908 and the **Vendor/Promoter** and the Purchaser shall attend such registration office and admit execution thereof.

42. THAT the **Vendor/Promoter** agrees, affirms and confirms that Agreement to Sell, along with its Schedules and Annexures, constitutes the entire Agreement to Sell between the parties with respect to subject matter hereof and supersedes any and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to the Apartment.

43. THAT the **Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that Agreement to Sell may / can only be amended, modified or rectified by mutual understanding and written consent of all the parties.

44. **THAT the Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that if any provision of this Agreement to Sell shall be determined to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement to Sell and to the extent, necessary to confirm with the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or the applicable laws, as the case may be and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

45. **THAT the Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and Project shall equally be applicable to and enforceable against any and all subsequent Purchaser/s of the said Apartment, in case of inheritance or transfer, as the said obligations go along with the Apartment for all intents and purposes.

46. **THAT the Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that he shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell 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.

47. **THAT the Vendor/Promoter** agrees, affirms and confirms that it shall hand over all relevant title deeds and certified copies or self attested zerox copies of other relevant deeds and documents pertaining to the said Apartment to the Purchaser on the day of registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed and / or on receipt of entire sales consideration amount from the Purchaser, whichever takes place earlier.

48. **THAT the Purchaser** agrees, affirms and confirms that the amount of Stamp duty, Registration charges, Legal fees that may be required to be paid on account of execution / registration of this Agreement to Sell and Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in future shall be exclusively borne and paid by the Purchaser. The Purchaser agrees, affirms and confirms that he shall also bear and pay proportionate amount of Stamp duty, Registration charges, Legal fees etc. that may be required to be paid on any deed, declaration, instrument etc. that may be executed for forming Association or Society of "**VASUNANDAN APARTMENTS**" Apartments building.

49. **THAT the Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the **Vendor/Promoter** and the Purchaser in presence of attesting Witnesses before Sub-Registrar is and shall be retained by the Purchaser and a Zerox copy of the same is / shall be handed over to the **Vendor/Promoter**.

50. **THAT the Vendor/Promoter** and the Purchaser mutually agree, affirm and confirm that any confusion, complexity, differences or disputes arising between them in context to interpretation of any covenant/s contained in this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell by either

of the parties shall as far as possible settled mutually and amicable by the parties but in case if such mutual or amicable settlement is not possible or if it fails, then the aggrieved party or parties may approach to Maharashtra Real Estate Regularity Authority for redressal of his / her / their grievances or disputes under provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder. It is further agreed that the rights and obligations of the parties under or arising out of this Agreement to Sell shall be construed and enforced in accordance with laws of India for time being in force before competent Courts of law at Nagpur jurisdiction only. It is further agreed that for covenants and subject matters not specifically covered under this Agreement to Sell, the provisions of Transfer of Property Act, 1882 shall apply. The **Vendor/Promoter** and the Purchaser further agree and declare that this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell shall not be subject to or covered under provisions of the Arbitration Act, 1996.

51. THAT the Vendor/Promoter and the Purchaser mutually agree, affirm and confirm that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza / Survey – Khasra Numbers / Patwari Halka Number / Sheet Number / City Survey Number / Plot Number / Area of Plot / Boundaries of Plot / Name of Project / Apartment / Floor / Built Up Area - Carpet Area of Apartment and / or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor/Promoter and the Purchaser.

52. 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. 67 (Sixty Seven)**, out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement **360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.)**, being a portion of the entire land bearing Khasra Nos. **130/1, 3, 4 and 5** of Mouza - **PARSODI**, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37 of Mouza - Parsodi, situated at Friends Society's Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR **and the same is bounded as under :**

ON THE EAST - BY PLOT NOS. 45 & 46

ON THE WEST - BY 18.00 MTRS. WIDE ROAD

ON THE NORTH - BY PLOT NO. 66

ON THE SOUTH - BY PLOT NO. 68.

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. 67 (Sixty Seven)**, out of the sanctioned layout No. IV of THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement **360.00 Sq. Mtrs. (OR 3875.04 Sq. Ft.)**, being a portion of the entire land bearing Khasra Nos. **130/1, 3, 4 and 5** of Mouza - **PARSODI**, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 2277/65, City Survey No. 948 and Sheet No. 37, **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 **“VASUNANDAN APARTMENTS”** bearing Corporation House No. 2277/65, situated at Friends Society’s Layout No. IV, Deendayal Nagar, Parsodi, Nagpur, **Nagpur (City)** Tahsil and District – **Nagpur**.

IN WITNESS WHEREOF the **VENDOR**, the **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. Ritesh C. Mahendra}

WITNESSES :

(1) _____

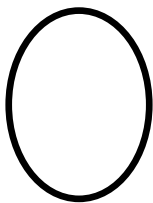
(1)
(PARESH DATTATRAY JOSHI)

(2)
(NARENDRA S. GURVE)
As duly Constituted Attorney
for Vendors
VENDORS

(_____)
PURCHASERS
FOR M/s. AARYA ASSOCIATES

(1)
(PARESH DATTATRAY JOSHI)

(2)
(NARENDRA S. GURVE)
Authorised Partners
PROMOTER



(2) _____

ANNEXURE – “A”
(CERTIFICATE OF TITLE)

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

ANNEXURE – “C”
(AUTHENTICATED COPY OF TAX RECEIPT)

ANNEXURE – “D”
(AUTHENTICATED COPY OF BUILDING PERMIT)

ANNEXURE – “E”
AUTHENTICATED COPY BUILDING PLAN)

ANNEXURE – “F”
AUTHENTICATED COPY RELEASE LETTER)

ANNEXURE – “G”
(CERTIFICATE OF REGISTRATION WITH MAHARERA)

ANNEXURE – “H”
(SPECIFICATION OF CONSTRUCTION)
(DESCRIPTION OF COMMON AREAS, AMENITIES AND FACILITIES)

- a. The piece and parcel of Plot where the Building is constructed.
- b. Parking Space.
- c. Common Passages leading to Landings and Staircases.
- d. Compound Wall on all sides with M.S. Grill gate.
- e. M.S. Grill gate provided in the said Building for egress and ingress of members.
- f. Stair Tower Lift Area in the said Building.
- 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.

=====

