ANNEXURE - 'A'

FORMAT OF AGREEMENT TO SELL

(SEE RULE 10 (1))

AGREEMENT TO SELL

FOR RS. _____/-

(**RUPEES** _____ **ONLY**)

GOVERNMENT MARKET VALUE RS. _____/-

[**Valuation** of **Stamp Duty @ Rs**. **53**,**130**/- per **Sq**. **Mtrs**. (**For Apartments**) and **Rs**. **73**,**500**/- per **Sq**. **Mtrs**. (**For Ground Floor Shops**) and **Rs**. **61**, **100**/- per **Sq**. **Mtrs**. (**For Upper Floor Shops**) as per **Sheet No**. **287**, **City Survey No**. **128** appearing as **Item No**. **1**.**89**/**287** at **Page No**. **214** of the **Govt**. **Stamp Duty Ready Reckoner**, **2022** - **2023**]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this **___ Day** of **_____**, **2022**

BETWEEN

1) **SHRI SHRIRANG S/O WADGUJI WANJARI**, Aged about 85 years, Occupation – Nil (P.A. No. ABLPW8167G) [Aadhaar No. 3788 2185 9459], **2**) **SHRI DHARMENDRA S/O SHRIRANG WANJARI**, Aged about 59 years, Occupation – Business (P.A. No. AAPPW6912N) [Aadhaar No. 6107 7567 0675], **3**) **SHRI SURENDRA S/O SHRIRANG WANJARI**, Aged about 55 years, Occupation – Business (P.A. No. AALPW3412D) [Aadhaar No. 7754 6772 5524], all Residents of Plot No. 22, Nandanwan Layout, Nagpur – 440009, 4) **SOU**. **KALYANI W/O MADAN DESHMUKH**, Aged about 52 years, Occupation – Household (P.A. No. ARNPD9857G) [Aadhaar No. 9003 0166 7450], Resident of Shree Niwas, Laxmi Park, Vijay Nagar, Kalewadi, Pimpri, Pune - 411017 and **5**) **SOU**. **VANDANA W/O GAJANAN RAJGIRE**, Aged about 49 years, Occupation – Household (P.A. No. AYEPR0311H) [Aadhaar No. 4376 8978 3551], Resident of Near Vitthal Rukhmai Mandir, Patel Pura Ward, Bhandara - 441904, all acting through their duly nominated, appointed and constituted POWER OF ATTORNEY HOLDER, **SHRI SANJAY S/O MADHUKARRAO MAHAKALKAR**, Aged about 48 years, Occupation – Business (P.A. No. AEDPM9631E) [Aadhaar No. 3376 5555 1915], Resident of Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009, acting as SOLE PROPRIETOR of **MAHAKALKAR CONSTRUCTION**, a Sole Proprietorship Firm, having its Office at Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009, herein afterwards jointly called as the "**VENDORS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDORS**" as well as their heirs, successors in title, legal representatives, executors, administrators and assigns of the **ONE PART**.

AND

1) **_____**, Aged about ___ years, Occupation – _____ (P.A. No. _____) [Aadhaar No. _____] and **2**) **_____**, Aged about ___ years, Occupation – _____ (P.A. No. _____) [Aadhaar No. _____], both Residents of _____ , herein afterwards jointly called as the "**PURCHASERS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PURCHASERS**" as well as their heirs, successors in title, legal representatives, executors, administrators and assigns of the **SECOND PART**.

AND

MAHAKALKAR CONSTRUCTION, a Sole Proprietorship Firm, having its Office at Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009, acting through its

SOLE PROPRIETOR, **SHRI SANJAY S/O MADHUKARRAO MAHAKALKAR**, Aged about 48 years, Occupation – Business (P.A. No. AEDPM9631E) [Aadhaar No. 3376 5555 1915], Resident of Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009 herein afterwards called as the "**DEVELOPER / CONFIRMING PARTY**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**DEVELOPER / CONFIRMING PARTY**" as well as his heirs, successors in title, legal representatives, executors, administrators and assigns of the **THIRD PART**.

WHEREAS the above named **Vendors** are joint co-owners of **ALL THAT** piece and parcel of **Nagpur Improvement Trust** leasehold land in its **Wathoda Street scheme** bearing **Plot No. 22** (Twenty Two), total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur** bearing **Sheet No. 287**, **City Survey No. 128** bearing **Municipal Corporation House No. 1140 / J** in **Ward No. 20**, situated at **Nandanwan**, **Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur**, which is more particularly described in the Schedule of Property hereunder written. (Herein afterwards referred as the said "**Plot / Property**" for sake of brevity and convenience).

WHEREAS originally, **All That** piece and parcel of **Nagpur Improvement Trust** leasehold land in its Wathoda Street scheme bearing **Plot No. 22**, total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts.) being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur**, situated at **Nandanwan**, **Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur** belonged to **Sou. Shakuntala Shrirang Wanjari** having acquired the same from the **Nagpur Improvement Trust** on leasehold rights for a period of **30 years** commencing on **12-04-1977** and ending on **11-04-2007** by virtue of an **Indenture of Lease**, dated **16-04-1998**.

WHEREAS upon expiration of the original term of lease of the said Plot, the **Nagpur Improvement Trust**, acting through its **Executive Officer** renewed lease of the said **Plot No. 22** in favour of **Sou. Shakuntala Shrirang Wanjari** for a further period of **30 years** commencing on **12-04-2007** and ending on **11-04-2037** by virtue of an **Indenture of Lease**, dated **10-12-2009** which is registered at **Serial No. 5947 / 2009** on **11-12-2009** in the office of **Sub – Registrar No. 6**, **Nagpur**.

WHEREAS lateron, **Sou. Shakuntala Shrirang Wanjari** decided to construct a **Residential**

cum **Commercial Building** over the said **Plot No**. **22** and accordingly she prepared **Building Plan** of the **Residential** cum **Commercial Building** and the said **Building Plan** was sanctioned by the **Assistant Director** (**Town Planning Department**), **Nagpur Municipal Corporation** vide its **Building Permit No**. **121** / **B**.**P**. / **Nagpur** / **TP** / **N**.**M**.**C**. / **161**, dated **21**-**05**-**2019**.

WHEREAS in due course of time, **Sou**. **Shakuntala Shrirang Wanjari** left for heavenly abode on **11**-**11**-**2021** and after her death, her husband, **Shri Shrirang Wadguji Wanjari**, her 2 sons, namely, **1**) **Shri Dharmendra Shrirang Wanjari** and **2**) **Shri Surendra Shrirang Wanjari** and 2 married daughters, namely, **1**) **Sou**. **Kalyani Madan Deshmukh** and **2**) **Sou**. **Vandana Gajanan Rajgire** became joint co-owners of the said **Plot No**. **22** by virtue of intestate succession as per provisions of the Hindu Succession Act, 1956 and accordingly their names were mutated in the records of City Survey (Aakhiv Patrika), Nagpur Improvement Trust and Nagpur Municipal Corporation.

WHEREAS subsequently, **1**) **Shri Shrirang Wadguji Wanjari**, **2**) **Shri Dharmendra Shrirang Wanjari**, **3**) **Shri Surendra Shrirang Wanjari**, **4**) **Sou**. **Kalyani Madan Deshmukh** and **5**) **Sou**. **Vandana Gajanan Rajgire** resolved to either sell or assign development rights of the said **Plot No**. **22** to any buyer or developer and accordingly they agreed to sell the said **Plot No**. **22** and / or to develop the said **Plot No**. **22** by constructing **Residential** cum **Commercial Scheme** thereon to **Mahakalkar Construction**, a Sole Proprietorship Firm, having its Office at Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur, acting through its Sole Proprietor, **Shri Sanjay Madhukarrao Mahakalkar**, Resident of Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur by virtue of an **Agreement to Sell** which is registered at **Serial No**. **192** / **2022** on **11**-**01**-**2022** in the office of **Sub**-**Registrar No**. **6**, **Nagpur**.

WHEREAS concurrent to said **Agreement to Sell**, dated **11**-**01**-**2022**, **1**) **Shri Shrirang Wadguji Wanjari**, **2**) **Shri Dharmendra Shrirang Wanjari**, **3**) **Shri Surendra Shrirang Wanjari**, **4**) **Sou**. **Kalyani Madan Deshmukh** and **5**) **Sou**. **Vandana Gajanan Rajgire** appointed, constituted and nominated **Shri Sanjay Madhukarrao Mahakalkar** acting as Sole Proprietor of **Mahakalkar Construction** as their Power of Attorney Holder by executing a deed of an **Irrevocable General Power of Attorney** in his favour and by the same, they jointly authorised and empowered **Shri Sanjay Madhukarrao Mahakalkar** being Sole Proprietor of **Mahakalkar Construction** to either purchase the said **Plot No**. **22** and / or to develop the said **Plot No**. **22** by constructing **Residential** cum **Commercial Scheme** thereon and to do all acts, deeds and things and to and perform all statutory and general formalities for development of the said **Plot No**. **22** and to construct **Residential** cum **Commercial Scheme** thereon and to assign, convey, sell or transfer all

Residential Apartments and **Commercial Shops** together with variable, proportionate, undivided, share and interest in the said **Plot No**. **22** and to sign, execute and register **Agreement to Sell** and **Sale Deeds** and various other deeds in favour of prospective buyers who may be nominated by **Mahakalkar Construction**. The said deed of **Irrevocable General Power of Attorney** is registered at **Serial No**. **193** / **2022** on **11**-**01**-**2022** in the office of **Sub**-**Registrar No**. **6**, **Nagpur**.

WHEREAS lateron, **Mahakalkar Construction** decided to construct **Residential** cum **Commercial Scheme** over the said **Plot No**. **22** in accordance with the **Building Plan** which was sanctioned by the **Assistant Director** (**Town Planning Department**), **Nagpur Municipal Corporation** vide its **Building Permit No**. **121** / **B**.**P**. / **Nagpur** / **TP** / **N**.**M**.**C**. / **161**, dated **21**-**05**-**2019**.

WHEREAS lateron, **1**) **Shri Shrirang Wadguji Wanjari**, **2**) **Shri Dharmendra Shrirang Wanjari**, **3**) **Shri Surendra Shrirang Wanjari**, **4**) **Sou**. **Kalyani Madan Deshmukh** and **5**) **Sou**. **Vandana Gajanan Rajgire**, acting through their Power of Attorney Holder, **Shri Sanjay Madhukarrao Mahakalkar** (Being the Grantors) executed a **Deed** of **Declaration** and thereby subjected the **Residential** cum **Commercial Scheme** to be known and styled as **Shiv Arcade** proposed to be constructed over the said **Plot No**. **22** to the provisions of **Maharashtra Apartment Ownership Act**, **1970** by executing a **Deed** of **Declaration** which is registered at **Serial No**. **3692** / **2022** on **10**-**05**-**2022** in the office of **Sub**-**Registrar No**. **1**, **Nagpur**.

WHEREAS the **Residential** cum **Commercial Scheme** will consist **1 Building** and the said **Building** will have **Basement**, **Ground**, **First**, **Second**, **Third**, **Fourth**, **Fifth** & **Sixth Floor**. The **Basement Floor** is earmarked and will be utilized for **Mechanical Car Parking** and **2 Wheeler Parking**. There will be **07 Commercial Shops**, **Lift Duct**, **Fire Escape Staircase** and **Underground Water Tank** for **Fire Fighting** on the **Ground Floor**. The remaining portion of the **Ground Floor** is earmarked and will be utilized for parking of **2 Wheelers** and **Visitors Parking**. The **Basement Floor** and the **Ground Floor** provide **Covered** / **Stilt** and **Common Parking** for **19 Cars** and **59 Scooters** and **38 Cycles**. The **Ground Floor** will be for common use of all **Family Unit** owners in the building. There will be **08 Commercial Shops** on the **First Floor**. There will be **04** individual **Residential Apartments** each on the **Second**, **Third**, **Fourth**, **Fifth** & **Sixth Floo**r respectively and as such there will be altogether **20 Residential Apartments** which will be capable of individual utilization on account of having their own exist to common areas and facilities of the building. The Shops and the Apartments may be sold to one or more buyers or the same may be retained by the Developer / Confirming Party and each such buyer or retainer will obtain particular and

exclusive property rights thereto and each Shop and Apartment will constitute heritable and transferable immoveable property within meaning of any law for the time being in force in the State of Maharashtra. (Herein afterwards the **Shops** and **Apartments** will be referred as the "**Family Units**" for sake of brevity) and so also undivided interest and share in general and / or restricted common areas and facilities of the said building as set out hereinafter in this Deed of Declaration, necessary for their adequate use and enjoyment in conformity with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Apartment Ownership Rules, 1972 (Hereinafter referred to as the General and / or Restricted Common Areas and Facilities).

WHEREAS the **Residential** cum **Commercial Scheme** known and styled as **Shiv Arcade** will be constructed on **Plot No**. **22** admeasuring **735**.**63 Sq**. **Mtrs**. (Area as per City Survey and sanctioned Building Plan). The **Nagpur Municipal Corporation** has granted **Floor Space Index** (**F**.**S**.**I**.) of **2**.**00** over the said **Plot No**. **22**. The total **Plinth Area** is **271**.**672 Sq**. **Mtrs**. and the **Open Land Area** is **463**.**958 Sq**. **Mtrs**. The **Total Built Up Area** on all **Floors** in the **Building** in proportion to the **F**.**S**.**I**. available over the said **Plot** is **1688**.**327 Sq**. **Mtrs**. That as per sanctioned **Building Plan** of the **Nagpur Municipal Corporation**; the **Parking Area** in **Shiv Arcade** is provided on the **Basement** and the **Ground Floor**.

WHEREAS the Developer / Confirming Party states and declares that there are no impediments attached to the said Plot and that there are no tenants or illegal encroachments on the said Plot and that the Developer / Confirming Party has clear possession over the Plot. The Plot is freehold property and for establishing title, presently no separate permission is required to be obtained from any Government or Statutory Authority.

WHEREAS the Developer / Confirming Party is in possession of the said Plot and he is lawfully entitled to construct Building on the said Plot in accordance with recitals hereinabove.

WHEREAS the Developer / Confirming Party will be constructing a **Residential** cum **Commercial Scheme** which will be known and styled as **Shiv Arcade** over the said **Plot No**. **22** in accordance with the sanctioned Building Plan, Designs and Specifications approved by the **Nagpur Municipal Corporation** however the Building Plan, Designs and Specifications may be modified by the Developer / Confirming Party from time to time in future, provided that before altering or modifying any change in the Building Plan, Designs and Specifications, the Developer / Confirming Party shall obtain prior consent in writing from the Purchasers pertaining to such alterations or modifications, which may adversely affect the nature and structure of Shop /

Apartment of the Purchasers, except any alteration or addition required by the Nagpur Municipal Corporation, Government Departments or Statutory Authorities or due to change in any law or regulations.

WHEREAS, the Developer / Confirming Party has exclusive rights to sell Shops / Apartments in the **Residential** cum **Commercial Scheme** proposed to be constructed on the Plot together with variable, proportionate, undivided, share and interest in the Plot and to execute deeds of Agreement to Sell, Sale Deeds and other deeds of Shops / Apartments in favour of prospective buyers and to receive the sales consideration in respect thereof.

WHEREAS the **Purchasers** have approached the Developer / Confirming Party and expressed their desire and willingness to purchase Commercial **Shop** / Residential **Apartment No**. _____ on the _____ **Floor** in the proposed **Shiv Arcade** building from the Vendors and Developer / Confirming Party.

WHEREAS on demand of the Purchasers, the Developer / Confirming Party has provided authenticated xerox copies of all title deeds, approvals, clearances, certificates, designs, sanctions, building plan and all other relevant documents pertaining to Shiv Arcade building and the said Shop / Apartment to the Purchasers.

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchasers have thoroughly and carefully perused all title deeds, approvals, clearances, certificates, designs, sanctions, building plan and all other relevant documents pertaining to the said Shiv Arcade building and the said Shop / Apartment provided by the Developer / Confirming Party and the Purchasers declare that they are completely satisfied from the deeds and documents provided by the Developer / Confirming Party and his right and authority to sell the Shop / Apartment agreed to be purchased by the Purchasers. The Purchasers declare that they do not require any further information or disclosure from the Developer / Confirming Party pertaining to the said Shiv Arcade building and the Shop / Apartment agreed to be purchased by them.

WHEREAS the authenticated copy of **Title Verification** & **Search Report** issued by an Advocate, the authenticated copies of **City Survey** (Property Card) and other relevant **Revenue Records** showing nature of the title of the **Vendors** and **Developer** / **Confirming Party** to the **Plot** on which the building is proposed to be constructed have been annexed hereto and marked as **Annexure** - "**A**" and **Annexure** – "**B**", respectively.

WHEREAS the authenticated copies of **Building Permit** and **Building Plan** according to which the construction of the proposed **Residential** cum **Commercial Scheme** will be done by the **Developer** / **Confirming Party** and **Specifications** of the **Shop** / **Apartment** that will be provided by the Developer / Confirming Party has been annexed hereto and marked as **Annexure** – "**C**" and **Annexure** – "**D**", 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 Developer/Confirming Party while developing the Plot and the said building and the Developer/Confirming Party has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan.

WHEREAS the Developer/Confirming Party and the Purchasers 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 and register this Agreement to Sell in accordance with the terms, conditions and covenants set out in this Agreement to Sell and as mutually agreed upon by and between the Vendors, the Purchasers and the Developer/Confirming Party. Accordingly, the Vendors and the Developer/Confirming Party hereby agree to sell and the Purchasers hereby agree to purchase the said Shop/Apartment upon terms and conditions appearing herein under:-

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 for **Rs**. **_____** /- (**Rupees _____ Only**) agreed to be paid by the **Purchasers** to the **Developer** / **Confirming Party** as per **Schedule** of **Manner** of **Payment** appearing hereunder, the Vendors and the Developer / Confirming Party agree to sell and the Purchasers agree to buy **ALL THAT** variable, proportionate, undivided **_____**% share and interest in all that piece and parcel of **Nagpur Improvement Trust** leasehold land in its **Wathoda Street scheme** bearing **Plot No**. **22** (Twenty Two), total containing by admeasurement **759**.**639 Sq**. **Mtrs**. (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No**. **587**/**1** of **Mouza** – **Nagpur** bearing **Sheet No**. **287**, **City Survey No**. **128** TOGETHERWITH the R.C.C. superstructure comprising Commercial **Shop** / Residential **Shop** / **Apartment No**. **_____** (**_____**) having **Carpet Area** of **_____ Sq**.

Mtrs. [**Built Up Area** - **_____ Sq**. **Mtrs**.] together with adjoining **Terrace Area**, admeasuring **_____ Sq**. **Mtrs**., situated on the **_____ Floor** in the building proposed to be constructed thereon, known and styled as **Shiv Arcade** bearing **Municipal Corporation House No**. **1140** / **J** in **Ward No**. **20**, situated at **Nandanwan**, **Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District** – **Nagpur**, which is more particularly described in Schedule of Property hereunder.

ii) **THAT** the Purchasers hereby agree to purchase from the Developer / Confirming Party and the Developer / Confirming Party hereby agrees to sell to the Purchasers, a separate and independent **Garage** / **Stilt** / **Mechanical** / **Covered Car Parking Space No**. _____ admeasuring **_____ Sq**. **Mtrs**. (_____ Sq. Fts.) on the **_____ Floor** and / or at **Basement** / **Podium Level** in **Shiv Arcade** building for sales consideration of **Rs**. **_____** /-.

iii) The cost of the said **Shop** / **Apartment** including **Terrace** is **Rs**. **_____** /- (**Rupees _____ Only**) plus **Goods** & **Service Tax** (**G**.**S**.**T**.) @ ____% **= Rs**. **_____**/- **plus** life time **Maintenance charges** of **Rs**. **_____** /- plus **M**.**S**.**E**.**B**. & **Water Meter charges** of **Rs**. **_____**/-.

SCHEDULE OF MANNER OF PAYMENT

The **Purchasers** has paid on or before execution of this **Agreement to Sell** a sum of **Rs**. **_____**/- (**Rupees _____ Only**) (not exceeding **10**% of total sales consideration amount) by **RTGS** / **NEFT** / **IMPS** / **Cheque No**. **_____**, dated **_____**, drawn on / through **_____**, **_____ Branch**, **Nagpur** as **advance payment** / **earnest money** and hereby agrees to pay the balance sales consideration amount of **Rs**. **_____**/- (**Rupees _____ Only**) to the **Developer** / **Confirming Party** in the following manner: -

Rs. **_____**/- (**Rupees _____ Only**) (not exceeding **30**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** after the execution of **Agreement to** Sell or of before _____.

Rs. **_____**/- (**Rupees _____ Only**)

(not exceeding **45**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on completion of the **Plinth** of the **Building** in which the said **Shop** / **Apartment** is located.

Rs. _____/- (**Rupees** _____ **Only**)
(not exceeding **70**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on completion of the **Slabs** including **Podiums** & **Stilts** of the **Building** in which the said **Shop** / **Apartment** is located.

Rs. _____/- (**Rupees** _____ **Only**)
(not exceeding **75**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on construction of **Walls** and completion of **Internal Plaster**, **Floorings** and fixing of **Doors** & **Windows** of the said **Shop** / **Apartment**.

Rs. _____/- (**Rupees** _____ **Only**)
(not exceeding **80**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on fixing of **Plumbing** & **Sanitary Fittings** and completion of **Staircases**, **Lifts**, **Wells** & **Lobbies** up to **Floor Level** of the said **Shop** / **Apartment**.

Rs. _____/- (**Rupees** _____ **Only**)
(not exceeding **85**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on completion of the **External Plaster**, **External Elevation**, **External Plumbing** & **Terrace** of the **Building** in which the said **Shop** / **Apartment** is located.

Rs. _____/- (**Rupees** _____ **Only**)
(not exceeding **95**% of total sales consideration amount) shall be paid by the **Purchasers** to the **Developer** / **Confirming Party** on installation of **Lifts**, **Electrical Fittings** & **Appliances** and

Paving Of Areas and all other requirements of the **Building** in which the said **Shop** / **Apartment** is located.

Rs. _____/- (**Rupees _____ Only**) towards balance and **full** & **final sales consideration** amount at the time of **Handing** over of the **Physical Possession** of the **Shop** / **Apartment** to the **Purchasers** on or after receipt of **Occupancy Certificate** or **Completion Certificate**.

_____

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

THAT THE VENDOS, THE PURCHASERS AND THE DEVELOPER / CONFIRMING PARTY DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:-

1. **THAT** the Vendors confirm that the said Plot is their jointly inherited and jointly owned property belonging to them alone and they further confirm that no other person has any ownership, title, right, share, interest or claim of partition in the said Plot in any manner.

2. **THAT** the Vendors and the Developer / Confirming Party confirm that the said Plot is not impeded in any manner which creates or may cause any legitimate defect in ownership, title and possession of the Vendors and the Developer / Confirming Party and which legally prohibits them to assign, convey, sell or transfer variable, proportionate and undivided, share and interest in the said Plot to the Purchasers.

3. **THAT** the Developer / Confirming Party confirms that it has absolute legal right and authority to develop the said Plot into a multi-storeyed Residential cum Commercial Apartment over the said Plot scheme without any let, hindrances or interference from the Vendors or any other person claiming under their authority or trust for them and to assign, convey, sell, transfer the said Shop / Apartment together with variable, proportionate and undivided share in the said Plot to the Purchasers.

4. **THAT** the Vendors and the Developer / Confirming Party confirm that the Shop / Apartment together with its corresponding variable, proportionate and undivided, share and interest in the said Plot, hereby sold to the Purchasers is not mortgaged in any manner with any person, bank, financial institution or society and they further confirm that the said Shop / Apartment together with its corresponding variable, proportionate and undivided, share and

interest in the said Plot, hereby sold to the Purchasers is free and unaffected from all sorts of disputes, injunctions, litigations, lis-pendens, attachment, auction, liquidation or recovery proceedings, before Courts of Law, Real Estate Regulatory Authority, Debts Recovery Tribunal, National Company Law Tribunal, Statutory or Revenue Authorities etc.

5. **THAT** the Vendors and the Developer / Confirming Party confirm that prior to registration of this Agreement to Sell, they have not signed, executed any unregistered or registered deed or document purporting or confirming to be agreement, assignment, conveyance, exchange, gift, mortgage, lease, leave and licence, mortgage, transfer or will etc. of the said Shop / Apartment in favour of any third person. The Vendors and the Developer / Confirming Party further confirm that in future if it is revealed that they have signed, executed any unregistered or registered any such deed or document pertaining to the said Shop / Apartment in favour of any third person before or after registration of this Agreement to Sell, then all such deeds or documents shall be treated as null, void, invalid and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchasers.

6. **THAT** the Vendors and the Developer / Confirming Party confirm that there are no legitimate and bonafied legal heirs, lineal ascendants or descendants in full or half blood relationship, successors in title or claimants who have any vested interest or who can claim any ownership, title, right, share, interest, claim of partition or possession in the variable, proportionate and undivided, share and interest in the said Plot and Shop / Apartment hereby agreed to be sold to the Purchasers. The Vendors and the Developer / Confirming Party further confirm that in future, if this Agreement to Sell is disputed or challenged by any person for any reason whatsoever, then it shall be joint and several liability and responsibility of the Vendors and the Developer / Confirming Party to defend such person's claim, dispute, litigation or case at their efforts and expenses and they shall always indemnify the Purchasers against all such claims, disputes, litigations or cases.

7. **THAT** the Developer / Confirming Party confirm 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 Plot / Shop / Apartment hereby agreed to be sold to the Purchasers. The Developer / Confirming Party further confirm 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 joint liability and responsibility of the Developer / Confirming Party to defend such person/s claim, dispute, litigation or case at their efforts and

expenses and their shall always indemnify the Purchasers against all such claims, disputes, litigations or cases.

8. **THAT** the Developer / Confirming Party agrees that he shall pay Municipal Corporation Taxes, Electricity & Water bills (Residential & Commercial) and all other charges and outgoings etc., levied and payable in respect of the said Plot and Shop / Apartment to concerned revenue and statutory authorities and government departments till day of registration of Sale Deed or till the day of handing over physical possession of the said Shop / Apartment to the Purchasers.

9. **THAT** the Developer / Confirming Party confirms that he has lawful rights and requisite approvals from local bodies and competent government and statutory authorities to carry out development of the said building and he agrees that he shall obtain all requisite approvals, clearances, certificates, licenses, no-objections permits and sanctions etc. from competent planning authorities, local bodies, government departments and statutory authorities from time to time, if required to complete the development and construction of the said building. The Developer / Confirming Party agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any which may have been imposed by the Nagpur Municipal Corporation and competent planning authorities, local bodies, government departments and statutory authorities at the time of sanctioning the Building Plan or thereafter.

10. **THAT** the Developer / Confirming Party confirms that all approvals, clearances, certificates, licenses, no-objections permits and sanctions etc. issued by the Nagpur Municipal Corporation and competent planning authorities, local bodies, government departments and statutory authorities concerning the said Plot and the proposed Building are valid and subsisting and have been obtained by following due process of law and that the Developer / Confirming Party has been and shall at all times herein afterwards keep compliance withall applicable laws concerning the said Plot and the proposed Building and common areas and facilities therein.

11. **THAT** the Developer / Confirming Party declares that the Floor Space Index (F.S.I.) available as on date in respect of the project land is 1688.327 Sq. Mtrs. only and Developer / Confirming Party has planned to utilize Floor Space Index of 2.00 as applicable to the said Project. The Developer / Confirming Party has disclosed the Floor Space Index (F.S.I.) of 2.00 to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Shop / Apartment based on the proposed construction of Shop / Apartments to be carried out by the Developer / Confirming Party by utilizing the said Floor

Space Index (F.S.I.) and on the understanding that the declared proposed Floor Space Index (F.S.I.) belongs to the Developer / Confirming Party only.

12. **THAT** the Developer / Confirming Party agrees that the total sales consideration cost of the said Shop / Apartment is escalation free, save and except escalations and increases due to increase on account of development charges, costs or levies payable to local bodies, government and statutory authorities 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 Developer / Confirming Party undertakes and agrees that while raising a demand on the Purchasers for increase in development development charges, costs or levies imposed by local bodies, government and statutory authorities, the Developer / Confirming Party shall enclose the relevant Government Resolution (G.R.), Notification, Order, Rule or Regulation published or issued in that behalf along with the said demand letter.

13. **THAT** the Developer / Confirming Party has specifically made aware to the Purchasers that the sales consideration cost of the Shop / Apartment hereby agreed to be sold to them is EXCLSUIVE of charges and expenses paid or payable by the Developer / Confirming Party on account of Goods & Service Tax (G.S.T.), life time Maintenance charges, M.S.E.B. & Water Meter charges, Stamp Duty, Registration Fees and Legal Fees and thus the Purchasers specifically agree to pay the same to the Developer / Confirming Party as and when demanded by the Developer / Confirming Party.

14. **THAT** the Developer / Confirming Party in his sole discretion may allow rebate for early payments of equal installments / balance sales consideration amount payable by the Purchasers to the Developer / Confirming Party by discounting such early payments @ ___ % (_____ Percent) per annum for the period by which the respective installment / balance sales consideration has been preponed or will be prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision or withdrawal, once it is granted to the Purchasers by the Developer / Confirming Party. [Applicable / Not Applicable].

15. **THAT** the Purchasers hereby authorize the Developer / Confirming Party to adjust and appropriate all payments made by them under any head of dues against lawful outstanding, if any, in their names as the Developer / Confirming Party may in his sole discretion deem fit and the Purchasers undertakes not to object or demand the Developer / Confirming Party to adjust their due installments or balance sales consideration amount in any manner.

16. **THAT** the Developer / Confirming Party has particularly made aware to the Purchasers and the Purchasers agree that "time is - and shall be an essence of contract" for performance of this Agreement to Sell. Hence the Purchasers agree that they shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by them strictly on due stages and due dates to as stipulated in Schedule of Manner of Payment herein above. The Purchasers agree that if they neglect, delay, default or fail to pay due and balance installments / sales consideration amount on due stages and due dates, as the case may be, then the Developer / Confirming Party may at their 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 Purchasers shall be liable to pay and they shall pay simple interest @ 02% (Two Percent) per annum over and above the maximum 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 are paid by the Purchasers to the Developer / Confirming Party .

17. **THAT** the Developer / Confirming Party mutually agree that upon termination / cancellation of Allotment or Booking of the said Shop / Apartment by the Purchasers an amount mentioned in the table hereunder written***** would be deducted and the balance amount due and payable shall be refunded to the Purchasers by the Developer / Confirming Party without any interest within 45 (Forty Five) days from the date of receipt of the letter from the Purchasers requesting to cancel the booking of his Shop / Apartment. If the letter requesting to cancel the booking of the Shop / Apartment is received by the Developer / Confirming Party from the Purchasers, then the quantum of amount which will be deducted will be as under:-

1.	Within 15 days from the date of issuance of the Allotment Letter	Nil
2.	Within 16 to 30 days from the date of issuance of the Allotment Letter	1% Cost of the Unit
3.	Within 31 to 60 days from the date of issuance of the Allotment Letter	1.5% Cost of the Unit
4.	After 61 days from the date of issuance of the Allotment Letter	2% Cost of the Unit
***** The amount deducted shall not exceed the amount as mentioned in the table above.		

That In the event the amount due and payable referred herein above is not refunded within 45 (Forty Five) days from the date of receipt of the letter from the Purchasers requesting to cancel

the booking of his Shop / Apartment, then the Purchasers shall be entitled to receive the balance amount with interest calculated at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (Two Percent).

18. **THAT** the Purchasers agree that without prejudice to right of the Developer / Confirming Party to grant grace period and charge interest in terms of Clause No. 16 referred herein above, in event of the Purchasers committing default or delay in payment of due installments / balance sales consideration amount in terms of this Agreement to Sell (including Goods & Service Tax (G.S.T.), life time Maintenance charges, M.S.E.B. & Water Meter charges, Stamp Duty, Registration Fees and Legal Fees etc.) and on the Purchasers committing default or delay in payment of 3 (Three) consecutive or alternate defaults of due installments / balance sales consideration amount, the Developer / Confirming Party may at his discretion terminate this Agreement to Sell provided that the Developer / Confirming Party shall give advance 15 (Fifteen) days notice in writing to the Purchasers by Registered Post A/d at the address provided by the Purchasers or at their e-mail address, thereby calling upon them to rectify the breach within time stipulated in the notice and on failure thereof, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the Vendors and Developer / Confirming Party, even if a formal Deed of Cancellation of this Agreement to Sell is not executed or registered by and between the Vendors, the Purchasers and Developer / Confirming Party and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchasers against the Vendors and the Developer / Confirming Party by approaching any court of law, forum or authority.

19. **THAT** the Purchasers agree that upon termination / cancellation of of this Agreement to Sell as aforesaid, the Developer / Confirming Party will forfeit fixed the amount as stated herein above, together with adjustment and recovery of any charges or expenses which may be payable by the Purchasers to the Developer / Confirming Party and the said amount will be appropriated by the Developer / Confirming Party on account of liquidated damages, loss of interest and opportunity, sustained by the Developer / Confirming Party 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 Developer / Confirming Party to the Purchasers within a period of 30 (Thirty) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchasers unconditionally execute / register Deed of Cancellation of this Agreement to Sell before competent Sub – Registrar at Nagpur. It is hereby clarified and specified by the Developer / Confirming Party and the Purchasers agree that if they delay,

refuse or fail to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub – Registrar at Nagpur, then the Developer / Confirming Party shall not be liable to refund balance amount (if any) till the same is done by the Purchasers, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the Developer / Confirming Party and the Purchasers. In such circumstances, the Developer / Confirming Party shall have all legal rights and authority to convey, assign, transfer, sell the said Shop / Apartment to any third person without informing or without obtaining any previous written consent or no – objection from the Purchasers.

20. **THAT** the Developer / Confirming Party agrees that after execution / registration of this Agreement to Sell, the Purchasers 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 Shop / Apartment. In that case, if any information, document, deed or no - objection is required from the Developer / Confirming Party, he shall unconditionally and without delay provide all such information, deed or no-objection and render all necessary co - operation to the Purchasers for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchasers and they shall always indemnify the Developer / Confirming Party against payments of the same. The Purchasers also agree that any impediment or delay is caused in sanctioning of loan or financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchasers for delaying / defaulting in paying balance installments or sales consideration amount as stipulated hereinabove. The Purchasers are also made aware that in such circumstances, the Developer / Confirming Party shall not be liable and under obligation to carryout and complete construction of the Shop / Apartment agreed to be sold to them and deliver possession within stipulated time as agreed in this Agreement to Sell.

21. That the Developer / Confirming Party shall complete construction of the Shop / Apartment as per agreed Specifications and hand over possession of the said Shop / Apartment to the Purchasers and execute Sale Deed of the said Shop / Apartment in favour of the Purchasers within **03 (Three) Months** time after the Developer / Confirming Party receives **Occupancy Certificate** from the **Nagpur Municipal Corporation**.

22. **THAT** the Developer / Confirming Party shall within 3 (Three) months time after receiving Occupancy Certificate (O.C.) form of registration of the Society, Apex Body or Federation of the Purchasers and cause to be transferred to the Society, Apex Body or Federation, all rights, title and interest of the Vendors Developer / Confirming Party in the

project land on which the building is constructed and the Developer / Confirming Party shall hand over all necessary documents and plans, including common areas to the Society, Apex Body or Federation of the Purchasers.

23. **THAT** the Developer / Confirming Party defaults, delays or fails to deliver possession of the said Shop / Apartment to the Purchasers within stipulated time, except due to reasons narrated in Clause No. 21 hereunder, the Developer / Confirming Party shall be liable to pay to the Purchasers (subject to condition that the Purchasers do not intend to withdraw from the scheme) simple interest @ 02% (Two Percent) per Annum over and above the maximum prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all amount paid by the Purchasers for EVERY MONTH of delay till the day of handing over possession or registration of Sale Deed. However, after lapse of 6 (Six) Months after expiry of stipulated period, even then, the Developer/Confirming Party defaults, delay or fail to deliver possession and register conveyance deed, then the Purchasers shall have right to seek performance of this Agreement to Sell by approaching court of law, forum, regulatory authority, as the case may be by adopting legal recourse and without prejudice to their legal rights of enforcement of this Agreement to Sell, the Purchasers will also reserve right and discretion to cancel / terminate this Agreement to Sell and demand the Developer/Confirming Party to refund all amount so paid by them and in those circumstances, the Developer/Confirming Party shall refund the entire amount with simple interest @ 02% (Two Percent) per annum over and above the maximum prevailing Prime Lending Rate (P.L.R.) of State Bank of India so received by them from the Purchasers within 30 (Thirty) days time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchasers, provided that a formal Deed of Cancellation of this Agreement to Sell shall be registered by the Purchasers in favour of the Developer/Confirming Party .

24. **THAT** the Developer / Confirming Party shall be entitled to reasonable extension of time for completion of the project and date of handing over physical possession of Shop / Apartment within stipulated time, if the completion of building in which the Shop / Apartment is to be situated is delayed on account of:-

(i) War, civil commotion or act of God;

(ii) Any Notice, Order, Rule or Notification of the Government and / or other Public or Competent Authority / Court.

25. **THAT** the Purchasers agree that if the Developer / Confirming Party completes construction and hands over possession and executes conveyance of the said Shop / Apartment before stipulate time, then the 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.

26. **THAT** the Purchasers agree that the Developer / Confirming Party has particularly made them aware that the construction of proposed Shop / Apartment is heterogeneous in nature, comprising R.C.C, Brickworks and Plaster, 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. However the Developer / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchasers after the construction of the building is complete by furnishing details of changes, if any, in the Carpet Area, subject to a variation cap of 3% (Three Percent). The total price payable for Carpet Area shall be re-calculated upon confirmation by the Developer / Confirming Party. If there is any reduction in the Carpet Area within the defined limit, then Developer / Confirming Party shall refund the excess money paid by Purchasers within 45 (Forty Five) days with simple interest @ @ 02% (Two Percent) per annum over and above the maximum prevailing Prime Lending Rate (P.L.R.) of State Bank of India from the date when such an excess amount was paid by the Purchasers. If there is any increase in the Carpet Area agreed to be sold to the Purchasers, the Developer / Confirming Party shall demand additional amount from the Purchasers as per next milestone of the Payment Plan as stipulated in Schedule of Manner of Payment herein above.

27. **THAT** the Purchasers agree that mere forwarding or handing over of this Agreement to Sell by the Developer / Confirming Party to the Purchasers does not create any binding obligation on part of the Developer / Confirming Party or the Purchasers until, firstly, the Purchasers sign and deliver 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 Purchasers and secondly they appear for registration of the same before concerned Sub – Registrar Office as and when intimated by the Developer / Confirming Party . The Purchasers further agree that if they fail to execute and deliver this Agreement to Sell to the Developer / Confirming Party within 30 (Thirty) days from the date of its receipt or fail to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Developer / Confirming Party, then the Developer / Confirming Party

shall serve a letter or notice to the Purchasers rectifying and complying aforesaid default, however if the said is not rectified or complied by the Purchasers within 15 (Fifteen) days time from the date of receipt of the said letter or notice, the application of the Purchasers and provisional allotment of the said Shop / Apartment shall ipso-facto be treated as cancelled / terminated without any further letter or notice and the Developer / Confirming Party shall refund the amount paid by the Purchasers, subject to deduction of liquidated damages and adjustment and recovery of any amount which may be payable to the Developer / Confirming Party within a period of 30 (Thirty) days time from the date of cancellation / termination of booking / allotment date of the said Shop / Apartment.

28. **THAT** the Developer / Confirming Party agrees that if within a period of 05 (Five) years from the date of handing ov8er the Apartment to the Purchasers, if the Purchasers brings to the notice of the Developer / Confirming, any structural defect in the Shop / Apartment or the building in which the Shop / Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Confirming at his own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Developer / Confirming, compensation for such defect in the manner as provided under the Act.

29. **THAT** the Purchasers agree that they shall have no legal right and authority to enter into any contract or agreement or to allot, assign, convey, transfer or sell the said Shop / Apartment to any third person or to sign and execute allotment or possession letter, agreement or any deed or document without obtaining previous written consent / no - objection from the Developer / Confirming Party. It is hereby clarified that if the Purchasers signs and executes any allotment or possession letter, agreement or any deed or document in favour of any third person without obtaining previous written consent / no-objection, then such allotment or possession letter, agreement or any deed or document shall be null, void, illegal and not binding and not enforceable against the Developer / Confirming Party.

30. **THAT** the Purchasers agree that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of Shiv Arcade building, the Purchasers shall not insist or demand the Developer / Confirming Party to make any external or internal structural changes or deviations or material alterations in Shiv Arcade building or in the Shop / Apartment hereby agreed to be sold to the Purchasers.

31. **THAT** the Purchasers agree that the Developer / Confirming Party shall be exclusive in-

charge of construction of Shop / Apartment agreed to be sold to the Purchasers and the entire Shiv Arcade building, without any entertaining any suggestions, advisory, interference, and impediment from the Purchasers or any person claiming under authority or trust for them. The Purchasers further agree that they shall have no right and authority to engage or entrust or enter into any contract with any other builder, developer or contractor thereby assigning the task of construction of their Shop / Apartment, however if any such engagement, entrustment or contract, if made by the Purchasers, the same shall be void and illegal and not binding upon the Developer / Confirming Party.

32. **THAT** the Purchasers agree that within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Developer / Confirming Party intimating that the said Shop / Apartment is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the Shop / Apartment) all taxes, cesses, outgoings in respect of the said Shop / Apartment and the Plot and Shiv Arcade building, namely 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 Shop / Apartment / Building. The Purchasers agree that the Developer / Confirming Party has specifically made them aware that the Developer / Confirming Party will provide common Water Meter connection for common use of all Shop / Apartment owners / lawful occupiers / possessors in Shiv Arcade building under (Commercial / Residential) category and the Purchasers shall pay proportionate charges of Water Bills along with other Shop / Apartment owners in Shiv Arcade building.

33. **THAT** the Developer / Confirming Party upon payment of entire sale consideration amount together with charges towards Goods & Service Tax (G.S.T.), life time Maintenance charges, M.S.E.B. & Water Meter charges, Stamp Duty, Registration Fees and Legal Fees etc. by the Purchasers in terms of this Agreement to Sell, the Developer / Confirming Party shall issue a letter or communicate in writing and offer the Purchasers at their address or e-mail id thereby calling upon them to take physical possession of the said Shop / Apartment within 3 (Three) months time from the date of receipt of such letter or communication and then the Developer / Confirming Party shall hand over physical possession of the said Shop/Apartment to the Purchasers. That the Developer / Confirming Party agrees and undertakes to indemnify the Purchasers in case of failure of fulfilment

of any of the provisions, formalities, documentation on part of the Developer / Confirming Party . That the Purchasers agree to pay lifetime, annual, quarterly, monthly Maintenance charges, as the case may be and as may be determined and demanded by the Shiv Arcade Apartment Association, Society, Apex Body or Federation. The Developer / Confirming Party shall offer physical possession of the said Shop / Apartment to the Purchasers in writing within 3 (Three) months time from the date of receiving part or full Occupancy Certificate of Shiv Arcade building. Similarly, the Purchasers shall take physical possession of the said Shop / Apartment within 1 (One) month time from the date of receipt of written letter / communication as aforesaid from the Developer / Confirming Party intimating that the said Shop / Apartment is ready for use and occupancy.

34. **THAT** upon receiving a written letter / communication as aforesaid from the Developer / Confirming Party, the Purchasers shall take possession of the said Shop / Apartment from the Developer / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Developer / Confirming Party shall deliver possession of the said Shop / Apartment to the Purchasers. That in case if the Purchasers fail to take possession within stipulated time, even then the Purchasers shall be liable to pay lifetime, annual, quarterly, monthly Maintenance charges, as the case may be and as may be determined and demanded by the Developer / Confirming Party or Shiv Arcade Apartment Association. The Purchasers further agree that until any Association is formed the Purchasers shall pay to the Developer / Confirming Party such proportionate share of outgoings as may be determined and demanded by the Developer / Confirming Party.

35. **THAT** the Purchasers agree that they have agreed to purchase the said Shop / Apartment for Commercial / Residential purpose only and therefore the Purchasers shall use the Shop / Apartment or any part thereof or permit the same to be used for Commercial / Residential purposes only and not for any other purposes. The Purchasers agree and undertake that they shall use the allotted Garage / Stilt / Mechanical / Covered Car Parking Space only for purpose of keeping or parking their vehicles but not for any other purposes.

36. **THAT** the Purchasers agree that they along with other owners of Apartments in Shiv Arcade shall join in forming Association, Society, Apex Body or Federation under the name, head and style as Shiv Arcade Apartment Association, Society, Apex Body or Federation and for this purpose, they shall sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, papers, undertakings etc. that may be required and necessary for the formation the Association, Society, Apex Body or Federation.

The Purchasers shall also from time to time sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, papers, undertakings etc. for becoming Member including byelaws of the proposed Association, Society, Apex Body or Federation and duly fill in, sign and return to the Developer / Confirming Party within 7 (Seven) days of the same being forwarded by the Developer / Confirming Party to the Purchasers, so as to enable the Developer / Confirming Party to form Association.

37. The Purchaser shall observe and perform all the Rules and Regulations which the Society, Apex Body or Federation 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 Shop / 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society, Apex Body or Federation regarding the occupancy and use of the Shop / Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance in terms of this Agreement to Sell.

38. **THAT** the Developer / Confirming Party and the Purchasers mutually agree that wherever in this Agreement to Sell it is stipulated that the Purchasers have to make any payment in common with other Purchasers in the building, the same shall be in proportion to Carpet Area of the said Shop / Apartment.

39. **THAT** the Purchasers agree they shall always permit the Developer / Confirming Party and his authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by him to enter into their Shop / Apartment and upon the said building or any part thereof, at all reasonable times to view and examine ongoing and incomplete construction activities and other condition thereof in the said building.

40. **THAT** the Developer / Confirming Party agrees that after he registers this Agreement to Sell in favour of the Purchasers, he shall not mortgage or create any charge or encumbrance on the Shop / Apartment together with variable, proportionate, undivided, share and interest in the Plot, hereby agreed to be sold to the Purchasers, however if any such mortgage, charge or encumbrance is made or created by the Developer / Confirming Party, 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 Purchasers.

41. **THAT** the Developer / Confirming Party and the Purchasers agree that may god forbid, in case if any of the Purchasers demise before registration of Sale 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 deceased Purchasers. It is further agreed that in case of death of the Developer / Confirming Party his legal heirs shall accept the balance installments / sales consideration amount from Purchasers and execute Sale Deed of the said Shop / Apartment in their favour and similarly in case of death of any Purchasers, his, her, their legal heirs shall pay the balance installments / sales consideration amount to the Developer / Confirming Party and registered Sale Deed of the said Shop / Apartment in his, her, their favour.

42. **THAT** the Purchasers and the Developer / Confirming Party mutually agree that all notices, letters and correspondences required to be served on the Purchasers and the Developer / Confirming Party shall be deemed to have been duly served, if sent to the Purchasers and the Developer / Confirming Party by Registered Post A/d or notified through e-mail at their respective addresses, specified below:-

Developer / Confirming Party Notified Addresses:
Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009
Developer / Confirming Party Notified E-Mail Id: mahakalkar.sanjay@rediffmail.com

Purchasers Notified Address:

_____

Purchasers Notified E-Mail Id:

_____

43. **THAT** the Developer / Confirming Party and the Purchasers mutually agree 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 Developer / Confirming Party or the Purchasers, as the case may be. It is hereby clarified that in case, if there are several or joint Purchasers, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the Developer / Confirming Party to the Purchasers whose name appears first at his / her address for all intents and purposes will be considered as properly served on all the Purchasers.

44. **THAT** the Developer / Confirming Party and the Purchasers mutually agree that the

execution of this Agreement to Sell shall be complete only upon its execution by the Developer / Confirming Party himself or through his Authorized Power of Attorney Holder. After this Agreement to Sell is duly executed by the Purchasers and the Developer / Confirming Party it shall be registered before competent Sub-Registrar. It is further agreed that the Developer / Confirming Party and the Purchasers shall present this Agreement to Sell at proper registration office for its registration within time limit prescribed under the Registration Act, 1908 and the Developer / Confirming Party and the Purchasers shall attend such registration office and admit execution thereof.

45. **THAT** the Purchasers and the Developer / Confirming Party mutually agree that this 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 allotment letters, agreements, communications, correspondences, receipts, understandings etc., whether written or oral, if any, executed or transpired between the parties as regards the said Shop / Apartment.

46. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that this Agreement to Sell can only be amended, modified or rectified by mutual understanding and by written consent of all the parties.

47. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that if any covenant or provision of this Agreement to Sell is determined to be void or unenforceable under any prevailing or applicable law, then such covenant or provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with intent of this Agreement to Sell and to the extent which will be necessary to confirm prevailing or applicable laws, as the case may be and the remaining covenants and provisions of this Agreement to Sell shall remain valid and enforceable as they were at the time of execution of this Agreement to Sell.

48. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that all the provisions contained herein and the obligations arising hereunder in respect of the Shop / Apartment and Shiv Arcade building shall equally be applicable to and enforceable against all subsequent Purchasers of the said Shop / Apartment, in case of inheritance or transfer, as the said obligations go along with the Shop / Apartment for all intents and purposes.

49. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree

that they 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.

50. **THAT** the Vendors and the Developer / Confirming Party agree that they shall hand over original copy of Sale Deed of the said Shop / Apartment and certified or xerox copies of relevant title deeds and other deeds and documents pertaining to the building to the Purchasers on the day of registration of the Sale Deed.

51. **THAT** the Purchasers agree that the amount of Stamp duty, Registration charges that may be required to be paid for registration of this Agreement to Sell and Sale Deed in future and Legal Fees shall be exclusively borne and paid by the Purchasers. The Purchasers agree that they 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 or instrument etc. which may be executed or registered for forming Association of Shiv Arcade building.

52. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that the original copy of this Agreement to Sell, duly signed, executed and registered between the Vendors, the Purchasers and the Developer / Confirming Party in presence of attesting Witnesses shall be retained by the Purchasers and a xerox copy of the same shall be handed over to the Vendors and Developer / Confirming Party.

53. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that any confusion, complexity, differences or disputes arising between them in context to interpretation of any covenants 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 dispute shall be referred to a Sole Arbitrator who shall be appointed by the Developer / Confirming Party. The Arbitrator will have the authority and to: a) Interpret any terms and covenants of this Agreement, b) To settle the dispute in respect of any aspect regarding construction and sale of the said Shop / Apartment, c) To settle legal rights of the Purchasers and the Developer / Confirming Party. The parties hereto may also be at liberty to refer any other matter between them to the Arbitrator and the Arbitrator will decide the same and the Award of Arbitrator shall be final and conclusive and

binding on the parties hereto. The proceedings of Arbitration shall be held at Nagpur. The provisions of the Arbitration Act, 1996 as modified from time to and in force shall apply to such Arbitration. The Purchasers specifically agree that if the dispute is referred to Arbitrator and Arbitration is pending, then the Purchasers shall have no right and authority to approach any civil court, consumer forum, real estate regulatory authority, revenue or statutory authorities or police department to resolve their grievance or dispute with the Purchasers and the Developer / Confirming Party.

54. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party mutually agree that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating or writing Mouza, Khasra Number, Sheet Number, City Survey Number, Plot Number, Area of Plot, Floor of Shop / Apartment, Number of Shop / Apartment, Area of Shop / Apartment, Boundaries of Plot, Undivided share & interest in Plot 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 Vendors, the Purchasers and the Developer / Confirming Party.

55. **THAT** the Vendors, the Purchasers and the Developer / Confirming Party confirm and declare 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 confirm and declare that they are absolutely satisfied with covenants of this Agreement to Sell.

SCHEDULE OF PROPERTY REFERRED HEREINABOVE

(COMMERCIAL / RESIDENTIAL)

ALL THAT variable, proportionate, undivided _____% share and interest in all that piece and parcel of **Nagpur Improvement Trust** leasehold land in its **Wathoda Street scheme** bearing **Plot No**. **22** (Twenty Two), total containing by admeasurement **759**.**639 Sq**. **Mtrs**. (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No**. **587/1** of **Mouza** – **Nagpur** bearing **Sheet No**. **287**,

City Survey No. **128** TOGETHERWITH the R.C.C. superstructure comprising Commercial **Shop** / Residential **Shop** / **Apartment No**. _____ (_____) having **Carpet Area** of _____ **Sq**. **Mtrs**. [**Built Up Area** - _____ **Sq**. **Mtrs**.] together with adjoining **Terrace Area**, admeasuring _____ **Sq**. **Mtrs**., situated on the _____ **Floor** in the building proposed to be constructed thereon, known and styled as **Shiv Arcade** bearing **Municipal Corporation House No**. **1140** / **J** in **Ward No**. **20**, situated at **Nandanwan**, **Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District** – **Nagpur** and bounded as under:-

ON THE NORTH BY	----	PLOT NO. 21
ON THE SOUTH BY	----	ROAD
ON THE EAST BY	----	CEMENT ROAD
ON THE WEST BY	----	PLOT NOS. 23 & 24

IN WITNESS WHEREOF the **VENDORS**, the **PURCHASERS** and the **DEVELOPER** / **CONFIRMING PARTY** hereinabove named have set their respective hands and signed this **AGREEMENT TO SELL** on this **___ Day** of _____, **2022** at **NAGPUR** in presence of the attesting **WITNESSES**.

Drafted by **R**.**H**. **AGRAWAL** (Advocate), Nagpur.

SR. **NO**.	**PHOTOGRAPH** OF **EXECUTANTS**	**LEFT HAND THUMB IMPRESSION** OF **EXECUTANTS**	**SIGNATURE** & **FULL NAME** OF **EXECUTANTS**
1)			**SHRI SANJAY MADHUKARRAO MAHAKALKAR** (Acting a Power of Attorney Holder for **1**) **Shri Shrirang Wadguji Wanjari** **2**) **Shri Dharmendra Shrirang Wanjari** **3**) **Shri Surendra Shrirang Wanjari** **4**) **Sou**. **Kalyani Madan Deshmukh** **5**) **Sou**. **Vandana Gajanan Rajgire**) (**VENDORS**)

2)			**1**) **_____** **2**) **_____** (**PURCHASERS**)
3)			**FOR MAHAKALKAR CONSTRUCTION** **SHRI SANJAY MADHUKARRAO MAHAKALKAR** (SOLE PROPRIETOR) (**DEVELOPER / CONFIRMING PARTY**)
WITNESSES			
SR. NO.	**PHOTOGRAPH** OF **WITNESSES**	**LEFT HAND THUMB IMPRESSION**	**SIGNATURE** & **FULL NAME** OF **WITNESSES**
1)			(_____)
2)			(_____)

ANNEXURE – "A"

(**AUTHENTICATED COPY** OF **TITLE VERIFICATION** & **DEARCH REPORT**)

ANNEXURE – "B"

(**AUTHENTICATED COPY** OF **CITY SURVEY PROPERTY CARD**)

ANNEXURE – "C"

(**AUTHENTICATED COPY** OF **BUILDING PERMIT** & **BUILDING PLAN**)

ANNEXURE – "D"

(**SPECIFICATION OF CONSTRUCTION**)

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	: -	Power Coated Aluminum Sliding Windows with M.S. safety grills
DOORS	: -	Main Door – Teak Wood Other Doors – Flush Doors with Vineer Plywood
GLASSES	: -	All glasses of reputed brand.
ELECTRIFICATION	: -	Copper concealed electric wiring in all Rooms Power Points (16AMP) & 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 Legrand / Anchor / Pilcon mark
PLUMBING	: -	Standard I.S.I. Plumbing in P.V.C. type all over
	: -	_____ brand or equivalent Mixers / Showers / Taps in all Bathrooms and Kitchen Taps in Washing Place (_____brand) 2 Taps and 1 Flushing Cock in W.C. 1 Shower in Bathroom 1 Basin of Standard Size in passage near W.C. Water Mixer in all Toilets
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
TERRACE	: -	Common to all and covered with Sheet
PARKING	: -	Allotted Parking
LIFT	: -	Lift with Generator backup (___ Pax. Capacity)
COMPOUND WALL	: -	Compound Wall on all sides with M.S. Grill gate.
FIRE SAFETY	: -	Fire Extinguisher and Fire Alarm and Fire fighting equipments and Fire Escape through external and separate stair case in building
WATER	: -	Ground Water Sump + Corporation Water connection + Overhead Water Tank of_____ Liters capacity of _____ on Terrace

ANNEXURE – "E"

(**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 of the Plot.
e. M.S. Grill gate provided in the said Building for egress and ingress of members.
f. Common Terrace Area on Top Floor of the Building.
g. Common Fire Escape Area, Stair Tower Lift Area in the said Building.
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 Transformer, Electric Meters, Electric Wirings & Cables throughout the Building.
7. Electric Transformer, Electric Meters, Electric Wirings & Cables throughout the Building.
8. Water Pipe Lines, Sewerage Pipe Lines, Water Meters and Plumbing Fittings throughout the Building.
9. Fire Escaper Area and Fire Fighting Equipments in the Building
10. Necessary Lights and Water Connections.
11. The Foundation & Main Walls, Columns, Lofts, Girders, Beams and Roofs of the Building as stated in the Building Plan.
12. And in general all Apparatus and Installations meant for common use.

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 of the Plot.
e. M.S. Grill gate provided in the said Building for egress and ingress of member s.
f. Common Terrace Area on Top Floor of the Building.
g. Common Toilet Area on First Floor of the said Building.
h. Common Fire Escape Area, Stair Tower Lift Area in the said Building.
i. 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 Transformer, Electric Meters, Electric Wirings & Cables throughout the Building.
7. Electric Transformer, Electric Meters, Electric Wirings & Cables throughout the Building.
8. Water Pipe Lines, Sewerage Pipe Lines, Water Meters and Plumbing Fittings throughout the Building.
9. Fire Escaper Area and Fire Fighting Equipments in the Building
10. Necessary Lights and Water Connections.
11. The Foundation & Main Walls, Columns, Lofts, Girders, Beams and Roofs of the Building as stated in the Building Plan.
12. And in general all Apparatus and Installations meant for common use.