

AGREEMENT TO SELL FOR RS. _____/- ONLY
 (RUPEES _____ ONLY)
 VALUATION AS PER ANNUAL STATEMENT OF RATES
 (ASR) RS. _____/- ONLY
 Item No. _____, Page No. _____, @ Rs. _____/-

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____ Day of _____ 20__, BETWEEN: SHRI. ABHAY HARIDAS JINDE, Aged About 58 Years, Occupation – Business, PAN NO. AALPJ3898G, Aadhar No. 9763 6995 0157, Office Add. F13, Swapnshilp Height, In Front of Tajshree Honda, Beltarodi Road, Manish Nagar, Nagpur - 440037, hereinafter called the “VENDOR/ DEVELOPER”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “Proprietary Firm” and its “Proprietor”, as well as, its liquidators, administrators, successors and assigns of the ONE PART.

AND

_____, Aged about ____ Years, Occupation - _____, (Income Tax Permanent Account No. _____), Aadhar No. _____ Resident of _____, hereinafter called the “ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said

“ALLOTTEE”, as well as, his/her/their legal heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, initially All that piece & parcel of the land bearing Plot No. 3, admeasuring about 600.078 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 159/3, 159/11B, situated at Mouza – Somalwada, P. H. No. 44, bearing City Survey No. 594, Sheet No. 730, within the limits of N.M.C. & N.I.T., Tah. and Dist Nagpur, belonged to Shri. Umesh Wasudeorao Kumbhare, having purchased the same from M/s Abhinav Sahakari Griha Nirman Sanstha Ltd., Nagpur acting through Shri. Vasudeo Vitthalrao Deoras by virtue of the Sale Deed dt. 28/06/2005, which is duly registered before the Sub-Registrar Nagpur - 9 at Sr. No. 1970.

AND WHEREAS, thereafter M/s Abhinav Sahakari Griha Nirman Sanstha Ltd., Nagpur acting through Shri. Mangesh Maniklal Chandeale has executed the Correction Deed to the above Sale Deed in favour of Shri. Umesh Wasudeorao Kumbhare, on 21/08/2018, which is duly registered before the Sub-Registrar Nagpur - 2 at Sr. No. 6241. And thereby corrected area from 600.078 Sq. Mtrs. to 600.072 Sq. Mtrs. and boundaries of the said Plot No. 3.

AND WHEREAS, thereafter Shri. Umesh Wasudeorao Kumbhare agreed to sale the aforesaid Plot No. 3 to Shri. Abhay Haridas Jinde, by virtue of the Agreement to Sale dt. 21/08/2018, which is duly registered before the Sub-Registrar Office Nagpur - 2 at Sr. No. 6242.

AND WHEREAS, thereafter Shri. Umesh Wasudeorao Kumbhare sold the aforesaid Plot No. 3 to Shri. Abhay Haridas Jinde, by virtue of the Sale Deed dt. 16/12/2019, which is duly registered before the Sub-Registrar Office Nagpur - 2 at Sr. No. 7981. As such Shri. Abhay Haridas Jinde became the owner of the said Plot No. 3.

AND WHEREAS, the Promoter later on decided to develop the Project Land into a “RESIDENTIAL ESTATE” by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein;

AND WHEREAS, the Promoter does hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenants or illegal encroachment on the said Project Land and the Promoter has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

AND WHEREAS, the Promoter is in possession of the project land and it has fully entitled and enjoined upon to construct a Multistoried building on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the Promoter has proposed to construct on the project land a Multistoried Building, having Ground Floor and 7 (Seven) Upper Floors consisting of 16 (Eleven) self contained separate Shop /Apartments (i.e. 2 (Two) Shops on Ground Floor and 2 (Two) Apartments each on First Floor to Sixth Floor);

AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Multistoried Building proposed to be constructed on the said Plots of land and the same is accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

AND WHEREAS, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by it on the Project Land and to enter into Agreement/s with the prospective Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under. The Allottee has, prior to the execution hereof perused the Title Documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Promoter and satisfied herself/himself/themselves about the title of the Promoter to the said Property and to sell the same on ownership basis. The Allottee hereby confirms that the Promoter has produced for inspection to the Allottee, all information and documents and has made full and true disclosure as demanded by the Allottee and the Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Promoter;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or Akhive Patrika showing the nature of

the title of the Promoter to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the N.I.T. vide Building Permit dt. 09/02/2024, bearing No. B.E. (WEST)/ Case No. A-17/Tracking No. 2023082144/339, have been annexed hereto and marked as Annexure C-2;

AND WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Allottee have been annexed and marked as Annexure-D;

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS, while sanctioning the said Building Plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 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 concerned local authority;

AND WHEREAS, the Promoter has submitted the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s 2 of the said Act on 06/04/2024 and the same is duly Registered at the Office of the Sub Registrar, Nagpur - 5 in Book No. 1 at Sr. No. 2128 on even date. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title;

AND WHEREAS, the Promoter above named has accordingly commenced construction of the said building in accordance with the said sanctioned Building Plans;

AND WHEREAS, the Allottee has applied to the Promoter for purchase of Apartment No. ____ on ____ Floor in the building proposed to be constructed on the said project Land and to be known and styled as “SHUBH SWAPN ARCADE” out of the said Project;

AND WHEREAS, the carpet area of the said Apartment is _____ square meters; and "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee), but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, the Promoter have registered the project under the provisions of the Act with the Real Estate Regulatory Authority on _____, bearing Registration No. _____;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; AND

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Ground Floor and 7 (Seven) Upper Floors. The Ground Floor consist of 2 (Two) Shops and space for Parking. The Upper Floors shall consists of 14 (Fourteen) Apartments to be constructed by the Promoter on the said Project Land in accordance with the plans, designs and specifications as approved by the Nagpur Municipal Corporation and/or the Competent local authority from time to time.

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

1. a i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ of the type _____ of carpet area admeasuring sq. metres on ____ Floor and **Parking Area of Length** ____ Mtrs x Breadth ____ Mtrs. equal to _____ Sq. Mtrs. Of Building proposed to be constructed on the aforesaid Plots of land (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes:

- i) Rs. _____/- towards cost of Apartment,
- ii) Rs.0/- towards cost of Infrastructure,
- iii) Rs.0/- being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- iv) Rs.0/- towards the cost of allotted covered parking space bearing No. situated at Basement and/or Stilt and/or Podium.

aii) The Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee garage bearing No.____ admeasuring ____ Sq. Ft. having ____ Ft. Length x ____ Ft. Breadth x ____ Ft. vertical clearance and situated at Basement and or stilt and/or podium being constructed in the Layout for the consideration of Rs. _____/-.

(or)

aiii) The Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee covered parking space bearing Nos. _____ admeasuring ____ Sq. Ft. having ____ Ft. Length x ____ Ft. Breadth x ____ Ft. vertical clearance and situated at ____ Basement and or stilt and/or ____ podium being constructed in the Layout for the consideration of Rs. _____/-.

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

1.c The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ only), by Cheque dt. _____, bearing No. _____, from

_____, as advance payment or Application Fee and hereby agrees to pay to the Promoter the balance amount of Rs._____/-(Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account 749905001940, **ICICI Bank, MANISH NAGAR NAGPUR** Branch having IFS Code **ICIC0007499** situated at **Shanti Park, Harihar Nagar, Nagpur – 440015**. In addition to the above bank account, I/we have opened in the same bank, **RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 749905001938 and 749905001937 respectively.**

The Allottee hereby agrees to pay to that promoter the said balance amount in the following manner:-

i) Rs._____/-	(Rupees _____ Only) (not exceeding 30% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of execution of this Agreement.
ii) Rs._____/-	(Rupees _____ Only) (not exceeding 40% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Plinth of the building in which the said Apartment is located.
iii) Rs._____/-	(Rupees _____ Only) (not exceeding 45% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the First Floor Slab including podiums and stilts of the building in which the said Apartment is located.
iv) Rs._____/-	(Rupees _____ Only) (not exceeding 50% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Second Floor Slab including podiums and stilts of the building in which the said Apartment is located.

v) Rs. _____/-	(Rupees _____ Only) (not exceeding 55% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Third Floor Slab including podiums and stilts of the building in which the said Apartment is located.
vi) Rs. _____/-	(Rupees _____ Only) (not exceeding 60% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Fourth Floor Slab including podiums and stilts of the building in which the said Apartment is located.
vii) Rs. _____/-	(Rupees _____ Only) (not exceeding 65% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Fifth Floor Slab including
	podiums and stilts of the building in which the said Apartment is located.
viii) Rs. _____/-	(Rupees _____ Only) (not exceeding 70% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Sixth Floor Slab including podiums and stilts of the building in which the said Apartment is located
ix) Rs. _____/-	(Rupees _____ Only) (not exceeding 75% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Seventh Floor Slab including podiums and stilts of the building in which the said Apartment is located

x) Rs. _____/-	(Rupees _____ Only) (not exceeding 80% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
xi) Rs. _____/-	(Rupees _____ Only) (not exceeding 85% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
xii) Rs. _____/-	(Rupees _____ Only) (not exceeding 90% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
xiii) Rs. _____/-	(Rupees _____ Only) (not exceeding 95% of the total consideration) agreed to be paid by the Allottee to the Promoter within 10 days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
xiv) Rs. _____/-	(Rupees _____ Only) agreed to be paid by the Allottee to the Promoter against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.d The above mentioned total price/consideration include Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Apartment.

1.e The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said Notification Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1. g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon the confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the 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 Clause 1 (a) of this agreement.

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

2.1 THAT, the Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority Occupancy and/or Completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee

and the common areas to the association of the Allottee after receiving the Occupancy certificate or the Completion Certificates, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by her/him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and Promoter has planned to utilize Floor Space Index of _____ by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of “SHUBH SWAPN ARCADE” as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of her/his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches and/or to make payment of defaulted installments

along with interest payable thereon, as mentioned by the Promoter within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

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

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ but subject however 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 Promoter any other reasonable cause and the Allottee agrees to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Promoter. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Promoter shall not deliver the actual physical possession of the said Apartment to the Allottee until the entire Consideration is paid by the Allottee in full to the Promoter hereto.

Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of

issue of such notice and the Promoter, shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter, or association of Allottee, as the case may be. The Promoter, on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause (8.1) the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, to the Promoter or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Allottee and her/his successors-in-title.

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

8.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence for carrying on any Residential use. She/he shall use the parking space only for purpose of keeping or parking vehicle therein.

9.1 The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed

Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 The Vendor Company has already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s. 2 of the said Act. after utilization of the proposed FSI. Thus the said project will be governed by the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and their successors in title.

9.3 The Promoter shall, within three months from the date of receipt of occupancy certificate of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor /Lessor / Original owner / Promoter and / or the owners in the project land on which the building with multiple wings or buildings are constructed. That the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made there under.

9.4 That, the available open space (excluding the restricted area as may be mentioned in the Deed of declaration), the common areas and common facilities as may be provided in the said building shall be of common use of all the apartment owners in the said building and shall always remain undivided and no partition or division or any part thereof will be effected or carried out by the Purchaser severally or jointly with any other apartment owner or owners.

9.5 That within 15 days after notice in writing is given by the Vendor Company to the Purchaser that the apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building namely local taxes, Municipal Corporation Taxes, cesses, Non-Agricultural Assessments, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of the clerks, bill collectors, watchman's, sweepers and all their expenses

necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of all the outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional lump sums contribution of Rs. _____/- one time towards the outgoings. The amounts to paid by Purchaser to the vendor shall not carry any interest and remain with the Vendor until handing over the management of the said building to the Association of Apartment Owners.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Building/ Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / DEVELOPER:

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

- i. The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out

development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act, deed or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

x. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or

requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/ Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or

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

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, her/his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

said building or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to her/him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.
17. After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created by it then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
18. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Vendor/ Developer does not create a binding obligation on the part of the Vendor/ Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
19. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

24. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

26. The Allottee and/or Promoter shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such Office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified

Name of Allottee

(Allottee's Address)

Notified Email ID:

SHRI. ABHAY HARIDAS JINDE, (Name of Developer / Promoter / Confirming Party name).
Office Add. F-13, Swapnshilp Height, In Front of Tajshree Honda, Beltarodi Road, Manish
Nagar, Nagpur - 440037 (Address of Developer / Promoter)
Notified Email ID: abhayjinde01@gmail.com

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

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

29. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Vendor.

30. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW: The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

IN WITNESS WHEREOF the PROMOTER and the ALLOTTEE hereinabove named have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece & parcel of the land bearing Plot No. 3, admeasuring about 600.072 Sq. Mtrs., being a part and portion of the entire land bearing Kh. No. 159/3, 159/11B, situated in the sanctioned layout of M/s Abhinav Sahakari Griha Nirman Sanstha Ltd., Nagpur, at Mouza – Somalwada, P. H. No. 44, bearing City Survey No. 594, Sheet No. 730, bearing Corporation House No. 3546/A/3, within the limits of N.M.C. & N.I.T., Tah. and Dist Nagpur, and bounded as under :-

East : Society Reserved Land
 West : 24 Meter Wide Road
 North : Plot No. 4
 South : Society Reserved Land

Second Schedule Above Referred to
 the nature, extent and description of common areas and facilities.

A) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
i				
ii				
iii				

B) Facilities/ amenities provided/ to be provided within the building including in the common area of the building:

	Type of facilities/ amenities provided	Phase Name/ Number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
i	Solar Water Heater		30/09/2027	30/09/2027	2.40 Sq Mtr	Free
ii	Rain Water Harvesting		30/09/2027	30/09/2027	3.00 Sq Mtr	Free

iii						
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C) Facilities/ amenities provided/ to be provided within the Layout and/or common area of the Layout:

	Type of facilities/ amenities provided	Phase Name/ Number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
i	Not applicable					
ii						
iii						

D) The size and the location of the facilities/ amenities in form of open spaces (RG/ PG etc.) provided/ to be provided within the plot and/ or within the Layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i	Not applicable				
ii					
iii					

E) Details and specifications of the lifts:

	Type Lift (passenger/ service/ stretcher/ goods/ fire evacuation/ any other)	Total No of Lifts provided	Number of Passenger or carrying capacity in weight (kg)	Speed (Mtr/ Sec)
i	Fire Evacuation	1	8 Passenger	1 Mtr/ Sec.
ii				
iii				

Signed and delivered by the within named

Allottee: (including joint buyers)

- 1.
- 2.

At _____ on _____.

In the presence of WITNESSES:

1. Name: _____
Signature: _____

2. Name: _____
Signature: _____

Signed and Delivered by the Within Named
Promoter:

1. _____
Authorized Signatory
Name: _____
Signature _____

(DESCRIPTION OF FLAT)
(RESIDENTIAL)

ALL THAT R.C.C. Superstructures comprising of Apartment No. ____ on ____ Floor
of the Building which is known and styled as “SHUBH SWAPN ARCADE”

APARTMENT /SHOP NO.	CARPET AREA	OPEN BALCONY AREA	UNITS PLINE AREA	PREMIUM AREA	PARKING AREA	SUPER BUILT UP AREA		LAND SHARE
		Sq.M.	Sq.M.	Sq.M.	Sq.M.	Sq.M.	Sq. Ft.	%

ANNEXURE - A

Title Report

ANNEXURE - B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other
revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer /
Promoter / Confirming Party to the project land).

ANNEXURE - C-1

(R L Letter issued by the N.I.T.)

ANNEXURE - C-2

(Building Permit issued by the N.I.T.)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE- E

(Specification and amenities for the Apartment)

ANNEXURE- F

(Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees _____
on execution of this agreement towards Earnest Money Deposit or application fee say.