AGREEMENT TO SELL FOR RESIDENTIAL FLAT

For Rs._____/- (Rs. _____ ONLY)

THIS DEED OF AGREEMENT TO SELL IS MADE AND EXECUTED AT Nagpur on this _____ day of _____, 2017 BETWEEN

1) SHRI MOHAN S/O KRISHNARAO SANGITRAO, Aged about 59 Years, PAN : DIHPS 9506 K, UID_____ 2) SHRI. KISHOR S/O KRISHNARAO SANGITRAO, Aged about 54 Years, PAN : AEPPS 8110 L UID _____ 3) SHRI. RAVINDRA S/O RAMCHANDRA SANGITRAO, Aged about 51 Years, PAN : ATEPS 2985 B, UID_____ ALL R/O 127 Shivaji Nagar, Nagpur- 440010 hereinafter called the VENDOR / PROMOTER/ GRANTOR/ DEVELOPER which expression shall unless repugnant to the context or meaning thereof, always mean and include the said Vendor / Promoter/ Grantors / Developers, jointly as well as severally and include their legal representatives and assigns of the ONE PART, (Mobile No. 9763355222)

AND

SHRI. _____, Aged about __ Years, Occupation : ____, PAN: _____, Aadhar No. _____ R/O _____, hereinafter called the PURCHASER / ALLOTTEE which expression shall unless repugnant to the context of meaning thereof, always mean and include the said PURCHASER / ALLOTTEE, as well as hislegal heirs, executors, administrators and assigns of the other PART (Mobile No.: _____)

ANDWHEREAS, All that piece and parcel of land bearing Nazul Plot No. 127 containing by admeasurements 6500 Sq. Ft (or 603.85 Sq.mtrs) bearing City Survey No. 396 and sheet No. 33 of Mouza- Ambazari, Situate at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the NMC Ward no. 73 in Tahsil and District- Nagpur was owned and possessed by Vendor / Promoter/ Grantor under leasehold rights, the said lease is valid till 31st March 2035 vide Lease renewal agreement dated 24.12.2008 revenue case No. 45/NAA-48/2007-2008.

AND WHEREAS the said land originally belonged to Mr. Sadashiv S/o ParashramVeerkar, having acquired the same on Leasehold rights from erstwhile government.

AND WHEREAS Mr. Sadashiv S/o ParashramVeerkar transferred the said property to MrTrimbakRamchandraSangitrao vide Sale Deed Dated 28.04.1953 regd at Sr.No 335(p) on evendate.

AND WHEREAS Mr Trimbak Ramchandra Sangitrao breathed his last on 19.09.1966 and consequent upon his death/demise the said property devolved upon his widow Mrs Sulochanabai Sangitrao , his two sons namely Mr Krishnarao Trimbak Sangitrao and Mr Ramchandra Trimbak Sangitrao and daughter namely Mrs Sushma Manohar Pachkhede, by way of intestate succession, being the only legal heirs of the deceased.

AND WHEREAS on expiration of the original term of lease, the Government of Maharashtra later on extended the same for a further term of ending on 31.03.2005 by executing a renewed Indenture of Lease in favor of the said Mr Krishnarao Trimbak Sangitrao and Mr Ramchandra Trimbak Sangitrao on 08.09.1988 vide revenue case no. 18/NAA-48/1981-82.

AND WHEREAS Mr Krishnarao Trimbak Sangitrao, Mr Ramchandra Trimbak Sangitrao, Mrs Uma Shekhar Warangaonkar, Mrs Nilima Prashant Elkunchwar, Ms Shailaja Ramchandra Sangitrao, Mrs Sharda Shripad Deshmukh, Mrs Jaishree Nandkumar Mate, Mrs Kalpana Satish Ambekar and Mrs Anjali Shyam Patil later on jointly relinquished all their respective rights, title and interest in respect of the said property in favor of Mr Mohan Krishnarao Sangitrao, Mr Kishor Krishnarao Sangitrao and Mr Ravindra Ramchandra Sangitrao vide Deed of Relinquishment Dated 31.03.1994 regd at Sr.No 2663 on 31.03.1994.

AND WHEREAS Mrs Sulochanabai Trimbak Sangitrao and Mrs Sushma Manohar Pachkhede also relinquished their respective rights in the said property in favor of Mr Mohan Krishnarao Sangitrao, Mr Kishor Krishnarao Sangitrao and Mr Ravindra Ramchandra Sangitrao vide Deed of Relinquishment Dated 15.09.1994 regd at Sr.No

6235 on 15.09.1994. As a result therefore Mr Mohan Krishnarao Sangitrao, Mr Kishor Krishnarao Sangitrao and Mr Ravindra Ramchandra Sangitrao became joint/cowners of the said property.

AND WHEREAS out of the said plot the undivided 50% share and interest belongs to Mr Mohan Krishnarao Sangitrao and Mr Kishor Krishnarao Sangitrao and remaining 50% belongs to Mr Ravindra Ramchandra Sangitrao.

AND WHEREAS on expiration of the second term of lease, the collector , Nagpur later on extended the same for a further period commencing from 01.04.2005 to 31.03.2035 by executing a renewed Indenture of Lease dated 24.12.2008 vide revenue case No. 45/NAA-48/2007-2008 of Mouza-Ambazari in favor Mr Mohan Krishnarao Sangitrao, MrKishor Krishnarao Sangitrao and Mr Ravindra Ramchandra Sangitrao in respect of said property.

AND WHEREAS there exists old multistoried house structure on the eastern portion of entire piece of land while the western half portion of about 301.50 Square Meters was lying un-utilized and vacant

AND WHEREAS the Grantor / Vendor / Promoter/ Grantor no. 3 came up with proposal of developing the said vacant plot area of about 301.50 Square Meters which was accepted by other two Grantors / Vendor / Promoter/ Grantors herein, being the joint owners of the entire piece of land totally admeasuring about 603.85 Square Meters

AND WHEREAS the Vendor / Promoter/ Grantors have jointly decided to develop the said piece of land in residential apartment scheme and accordingly have prepared and submitted the building plan thereof to the Nagpur Municipal Corporation, which has sanctioned the same vide their letter / permit dated 22.01.2016 bearing No. 105/BP/AMBAZARI/TP/ NMC/05

AND WHEREAS the Vendor / Promoter/ Grantors submitted the said entire land described above containing by admeasurements 603.85 Sq.mtrs to the provisions of

The Maharashtra Apartment Ownership Act 1970, the Deed of Declaration being registered at the office of Joint Sub-Registrar Nagpur 1 at serial No. 2022 on 04.04.2016

AND WHEREAS the Vendor / Promoter/ Grantors have started the construction on the NORTHERN HALF PORTION OF the entire Parcel of land described above, of a Residential Complex comprising 2 separate Wings i.e Wing 'A' (EXISTING HOUSE STRUCTURE) and Wing 'B' to be collectively known and styled as "RAM RANJAN APARTMENTS".

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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

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 Mr. Harish Kalikar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature

of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto

AND WHEREAS the Purchaser / Allottee / Allottee, being desirous of owning an apartment of his own and he being well acquainted with one of the Vendor / Promoter/ Grantors, has approached with the proposal to purchase a unit in the said proposed apartment scheme, upon verification of the building plan and the other documents, has proposed to purchase a unit in the said apartment scheme

AND WHEREAS the Vendor / Promoter/ Grantor upon consideration of the request so made by the Purchaser / Allottee, has agreed to sell and the Purchaser / Allottee has agreed to purchase the Apartment No. _____, Having super built up area of about _____ Square Meters, Carpet area of _____ Square meters on the _____ floor in __ Wing of "RAM RANJAN APARTMENTS" at Rs _____/- on the following terms and conditions.

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

That the Vendor / Promoter/ Grantors shall sell and Purchaser / Allottee shall purchase All that piece and parcel of residential Apartment bearing no. _____, on _____ floor of 'B Wing' in the scheme named and styled as "RAM RANJAN APARTMENTS", admeasuring

about (Super built up area) _____sq.ft (____Sq.mt), having carpet area of about _____ Square meters, ALONG with Parking area of about ___ Square Meters in the building Constructed on the NORTHERN HALF PORTION OF ABOUT 3250 Square Feet of the entire piece of land bearing Nazul Plot No. 127 containing total by admeasurements 6500 Sq. Ft (or 603.85 Sq.mtrs) bearing City Survey No. 396 and sheet No. 33 of Mouza-Ambazari, along with undivided share in the entire piece of land, Situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the NMC Ward no. 73 in Tahsil and District- Nagpur.

1) The said property being the subject matter of this transaction it is fully described in the schedule written hereunder. For the sake of brevity and convenience hereinafter the same is referred to and called as "THE SAID PROPERTY"

2) The Purchaser / Allottee agrees that out of the said amount of Rs _____/- to be paid by him to the Vendor / Promoter/ Grantor, a sum of Rs_____ has been paid by the Purchaser / Allottee to the Vendor / Promoter/ Grantor on the execution of these presents (the payment and receipt the Vendor / Promoter/ Grantor doth hereby admit and acknowledge) and the balance will be paid by installment as follows:

   The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

   i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
   ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
   iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) 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.

3) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor / Promoter/ Grantor/Grantor/Developer by way of Value Added Tax, GST, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor / Promoter/ Grantor/Grantor/Developer) up to the date of handing over the possession of the Apartment/Plot.

4) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor / Promoter/ Grantor/Grantor/Developer undertakes and agrees that while raising a demand on the Purchaser / Allottee for increase in development charges, cost,

or levies imposed by the competent authorities etc., the Vendor / Promoter/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser / Allottee, which shall only be applicable on subsequent payments.

5) The Vendor / Promoter/ Grantor/Grantor/Developer shall confirm the final carpet area that has been allotted to the Purchaser / 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.

6) The Purchaser / Allottee authorizes the Vendor / Promoter/ Grantor/Grantor/Developer 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 Vendor / Promoter/ Grantor/Grantor/Developer may in its sole discretion deem fit and the Purchaser / Allottee undertakes not to object/demand/direct the Vendor / Promoter/ Grantor/Grantor/Developer to adjust his payments in any manner.

7) The Vendor / Promoter/ Grantor/Grantor/Developer 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 Purchaser / Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

8) Time is essence for the Vendor / Promoter/ Grantor/Grantor/Developer as well as the Purchaser / Allottee. The Vendor / Promoter/ Grantor/Grantor/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser / Allottee and the common areas to the association of the Purchaser / Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser / Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor / Promoter/

Grantor/Grantor/Developer as provided herein above. In the event of delay, owing to the reasons beyond control of either parties, the time period may be extended mutually by both the parties to this document.

9) The Vendor / Promoter/ Grantor/Grantor/Developer hereby declares that the proposed construction on the land is as per the rules provided under various schemes as mentioned in the Development Control Regulation or based on permissible FSI and allowable TDR/Premium on the said piece of land.

10) If the Vendor / Promoter/ Grantor/Grantor/Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser / Allottee, the Vendor / Promoter/ Grantor/Grantor/Developer agrees to pay to the Purchaser / Allottee, who does not intend to withdraw from the project, interest as per the rules on all the amounts paid by the Purchaser / Allottee, for every month of delay, till the handing over of the possession. The Purchaser / Allottee agrees to pay to the Vendor / Promoter/ Grantor/Grantor/Developer, interest as specified at the rate above on all the delayed payment which becomes due and payable by the Purchaser / Allottee to the Vendor / Promoter/ Grantor/Grantor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser / Allottee(s) to the Vendor / Promoter/ Grantor/Grantor/Developer.

11) Without prejudice to the right of Vendor / Promoter/ Grantor/Grantor/Developer to charge interest in terms of sub clause above, on the Purchaser / Allottee committing default in payment on due date of any amount due and payable by the Purchaser / Allottee to the Vendor / Promoter/ Grantor/Grantor/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser / Allottee committing three defaults of payment of installments, the Vendor / Promoter/ Grantor/Grantor/Developer shall at his own option, may terminate this Agreement: Provided that, Vendor / Promoter/ Grantor/Grantor/Developer shall give notice of fifteen days in writing to the Purchaser / Allottee, by Registered Post AD at the address provided by the Purchaser / Allottee and mail at the e-mail address provided by the Purchaser / Allottee, of 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 Purchaser /

Allottee fails to rectify the breach or breaches mentioned by the Vendor / Promoter/ Grantor/Grantor/Developer within the period of notice then at the end of such notice period, Vendor / Promoter/ Grantor/Grantor/Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor / Promoter/ Grantor/Grantor/Developer shall refund to the Purchaser / Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor / Promoter/ Grantor/Grantor/Developer) 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 Purchaser / Allottee to the Vendor / Promoter/ Grantor/Grantor/Developer.

12) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range to be provided by the Vendor / Promoter/ Grantor/Grantor/Developer in the said building and the Apartment as are mutually agreed by the parties hereto.

13) The Vendor / Promoter/ Grantor/Grantor/Developer shall give possession of the Apartment to the Purchaser / Allottee on or before 31st day of March 2019. If the Vendor / Promoter/ Grantor/Grantor/Developer fails or neglects to give possession of the Apartment to the Purchaser / Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor / Promoter/ Grantor/Grantor/Developer shall be liable on demand to refund to the Purchaser / Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause above from the date the Vendor / Promoter/ Grantor/Grantor/Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Vendor / Promoter/ Grantor/Grantor/Developer 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 any notice, order, rule, notification of the Government and/or other public or competent authority/court.

14) The Vendor / Promoter/ Grantor/Grantor/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser / Allottee as per the agreement shall offer in writing the possession

of the Apartment, to the Purchaser / Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor / Promoter/ Grantor/Grantor/Developer shall give possession of the Apartment to the Purchaser / Allottee. The Vendor / Promoter/ Grantor/Grantor/Developer agrees and undertakes to indemnify the Purchaser / Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor / Promoter/ Grantor/Grantor/Developer. The Purchaser / Allottee agree(s) to pay the maintenance charges as determined by the Vendor / Promoter/ Grantor/Grantor/Developer or association of Purchaser / Allottees, as the case may be. The Vendor / Promoter/ Grantor/Grantor/Developer on its behalf shall offer the possession to the Purchaser / Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

16) Failure of Purchaser / Allottee to take Possession of Apartment upon receiving a written intimation from the Vendor / Promoter/ Grantor/Grantor/Developer as per clause above, the Purchaser / Allottee shall take possession of the Apartment from the Vendor / Promoter/ Grantor/Grantor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor / Promoter/ Grantor/Grantor/Developer shall give possession of the Apartment to the Purchaser / Allottee. In case the Purchaser / Allottee fails to take possession within the time provided, Purchaser / Allottee shall continue to be liable to pay maintenance charges as applicable.

17) If within a period of five years from the date of handing over the Apartment to the Purchaser / Allottee, the Purchaser / Allottee brings to the notice of the Vendor / Promoter/ Grantor/Grantor/Developer 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 Vendor / Promoter/ Grantor/Grantor/Developer at his own cost and in case it is not possible to rectify such defects, then the

Purchaser / Allottee shall be entitled to receive from the Vendor / Promoter/ Grantor/Grantor/Developer, compensation for such defect to the satisfaction of the Purchaser / Allottee.

18) The Purchaser / Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

19) The Purchaser / Allottee along with other Purchaser / Allottee(s)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 Vendor / Promoter/ Grantor/Grantor/Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor / Promoter/ Grantor/Grantor/Developer within seven days of the same being forwarded by the Vendor / Promoter/ Grantor/Grantor/Developer to the Purchaser / Allottee, so as to enable the Vendor / Promoter/ Grantor/Grantor/Developer to register the common organisation of Purchaser / Allottee. No objection shall be taken by the Purchaser / 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.

20) The Purchaser / Allottee further agrees that he/ she shall abide by the bye-laws, rules and regulations of the association of the apartments and shall pay to the Association/ Vendor / Promoter/ Grantor/Grantor/Developer provisional monthly contribution per month towards the outgoings towards maintenance of the building and other common facilities.

21) The Vendor / Promoter/ Grantor/Grantor/Developer hereby represents and warrants to the Purchaser / Allottee as follows:

i. The Vendor / Promoter/ Grantor/Grantor/Developer has clear and marketable title with respect to the project land; 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 Vendor / Promoter/ Grantor/Grantor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

vi. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March 2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

viii. The Vendor / Promoter/ Grantor/Grantor/Developer 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 Purchaser / Allottee under this Agreement;

ix. The Vendor / Promoter/ Grantor/Grantor/Developer confirms that the Vendor / Promoter/ Grantor/Grantor/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser / Allottee in the manner contemplated in this Agreement;

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

xi. The Vendor / Promoter/ Grantor/Grantor/Developer 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;

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

22) The Purchaser / Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor / Promoter/ Grantor/Grantor/Developer as follows :-

i. To maintain the Apartment at the Purchaser / 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 Purchaser / Allottee in this behalf, the Purchaser / Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor / Promoter/ Grantor/Grantor/Developer to the Purchaser / 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 Purchaser / Allottee committing any act in contravention of the above provision, the Purchaser / 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 Vendor / Promoter/ Grantor/Grantor/Developer and/or the Society or the Limited Company.

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 Vendor / Promoter/ Grantor/Grantor/Developer within fifteen days of demand by the Vendor / Promoter/ Grantor/Grantor/Developer, 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 Purchaser / Allottee for any purposes other than for purpose for which it is sold.

ix. The Purchaser / 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 Purchaser / Allottee to the Vendor / Promoter/ Grantor/Grantor/Developer under this Agreement are fully paid up.

x. The Purchaser / Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or 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 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 / Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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 a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser / Allottee shall permit the Vendor / Promoter/ Grantor/Grantor/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser / Allottee shall permit the Vendor / Promoter/ Grantor/Grantor/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

23) The Vendor / Promoter/ Grantor/Grantor/Developer shall maintain a separate account in respect of sums received by the Vendor / Promoter/ Grantor/Grantor/Developer from the Purchaser / Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser / Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and

all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor / Promoter/ Grantor/Grantor/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

25) VENDOR / PROMOTER/ GRANTOR/GRANTOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Vendor / Promoter/ Grantor/Grantor/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser / Allottee who has taken or agreed to take such Apartment

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

27) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and

supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

28) RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties, by execution a proper correction deed. Any error or omission occurring in this Agreement shall not annul this Agreement to Sell but shall always be subject to correction thereof.

29) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / ALLOTTEE / SUBSEQUENT PURCHASER / 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 Purchaser / Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment/Plot for all intents and purposes.

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

31) 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.

32) The execution of this Agreement shall be complete only upon its execution by the Vendor / Promoter/ Grantor/Grantor/Developer through its authorized signatory at the Vendor / Promoter/ Grantor/Grantor/Developer's Office, or at some other place, which may be mutually agreed between the Vendor / Promoter/ Grantor/Grantor/Developer and the Purchaser / Allottee, in after the

Agreement is duly executed by the Purchaser / Allottee and the Vendor / Promoter/ Grantor/Grantor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

33) The Purchaser / Allottee and/or Vendor / Promoter/ Grantor/Grantor/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor / Promoter/ Grantor/Grantor/Developer will attend such office and admit execution thereof.

34) The charges towards Stamp duty and Registration of this Agreement along with other incidental charges including professional charges, shall be borne by the Purchaser / Allottee.

35) Any dispute between parties shall be settled amicably by appointing sole arbitrator or dual arbitrators, as the case may be.

36) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts will have the jurisdiction for this Agreement

SCHEDULE OF PROPERTY
(RESIDENTIAL)

All that piece and parcel of residential Apartment bearing no. _____, on _____ floor of 'B Wing' in the scheme named and styled as "RAM RANJAN APARTMENTS", admeasuring about (Super built up area) _____sq.ft (____Sq.mt), having carpet area of about _____ Square meters, ALONG with Parking area of about ___ Square Meters in the building Constructed on the NORTHERN HALF PORTION OF ABOUT 3250 Square Feet of the entire piece of land bearing Nazul Plot No. 127 containing total by admeasurements 6500 Sq. Ft (or 603.85 Sq.mtrs) bearing City Survey No. 396 and sheet No. 33 of Mouza-Ambazari, along with undivided share in the entire piece of land, Situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the NMC Ward no. 73 in Tahsil and District- Nagpur.

The aforesaid land is bounded as under:-

ON THE EAST	-	PLOT NO. 128.
ON THE WEST	-	CONSERVANCY LANE
ON THE NORTH	-	CONSERVANCY LANE
ON THE SOUTH	-	9.144 MTRS. WIDE ROAD.

IN WITNESS WHEREOF the VENDOR / PROMOTER/ GRANTORS and the PURCHASER / ALLOTTEE hereinabove named have hereto set then respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of attesting witnesses signing as such on the day first above written.

WITNESSES :

1)

VENDOR / PROMOTER/
GRANTORS/GRANTORS/DEVELOPERS

2)

PURCHASER / ALLOTTEE