AGREEMENT TO SELL FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE Rs. /-

THIS AGREEMENT TO SELL is made and executed at HINGNA on this _____ Day of OCTOBER, 2018, BETWEEN :

(1) **SHRI RAVINDRA S/o KISANRAO KAPSE,** Aged about 47 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – ACQPK6560P);

(2) **MRS. PALLAVI W/o RAVINDRA KAPSE,** Aged about 42 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AHHPK8483F)

(3) **SHRI PRAMOD S/o KISANRAO KAPSE,** Aged about 43 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AIRPK4753H)

(4) **MRS. VAISHALI W/o PRAMOD KAPSE,** Aged about 39 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AITPK8531B)

(5) **SHRI CHANDRASHEKHAR S/o KISANRAO KAPSE,** Aged about 41 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AHXPK1333Q)

(6) **SHRI KISANRAO S/o MAHADEVRAO KAPSE,** Aged about 69 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AIRPK4754A)

(7) **MRS SURYAKANTA W/o KISANRAO KAPSE,** Aged about 67 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – ANPPK9095F)

AND

(8) **MRS. LAXMI W/o CHANDRASHEKHAR KAPSE,** Aged about 34 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AMSPK9543Q),

(9) **M/S. OM SHIVAM BUILDCON PRIVATE LIMITED,** (INCOME TAX PAN NO. AAACO7165P), a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U45200MH2004PTC149476, having it's Office at 203-204, "Gokul Keshav Apartments", 3rd Floor, Khamla Road,

Deonagar, Nagpur and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged about 51 Years, Occupation : Business, Resident of Plot No. 182-A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur 440 025. Tahsil and District : Nagpur

Aforesaid Nos. (1) to (8) acting through their duly Constituted Attorney **M/S. OM SHIVAM BUILDCON PRIVATE LIMITED,** (INCOME TAX PAN NO AAACO7165P), a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U45200MH2004PTC149476, having it's Office at 203-204, "Gokul Keshav Apartments", 3rd Floor, Khamla Road, Deonagar, Nagpur and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE,** Aged about 51 Years, Occupation : Business, Resident of Plot No 182-A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur hereinafter called the **VENDORS/DEVELOPERS,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY and its DIRECTORS, as well as, its legal representatives, liquidators, executors, administrators, successors and assigns of the OTHER PART

AND

MRS./SHRI _____ **W/o S/o** _____, Aged _____ years, Occupation : _____ Resident of _____ hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART

WHEREAS (1) Mr. Ravindra Kisanrao Kapse (2) Mrs. Pallavi Ravindra Kapse, (3) Shri Pramod Kisanrao Kapse, (4) Mrs. Vaisheli Pramod Kapse, (5) Shri Chandrashekhar Kisanrao Kapse, (6) Shri Kisanrao Mahadevrao Kapse, (7) Mrs Suryakanta Kisanrao Kapse, (8) Mrs. Laxmi Chandrashekhar Kapse and M/s Om Shivam Buildcon Private Limited are exclusive, absolute and full Owners and in possession of ALL THOSE Pieces and Parcels of land bearing Non Agricultural Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1, out of the sanctioned layout, containing by total admeasurement 121680 Sq. Mtrs , being a portion of the lands bearing Kh. Nos 70, 71, 72, 73, 74, 76/1, 76/2, 76/3, 77/1/A, of Mouza – SONDAPAR, P.S.K. 72, including all other easementary rights appurtenant and belonging thereto, situated at Village – Sondapar, within the limits of the Grampanchayat – Kothewada, in Tahsil – Hingna and District – NAGPUR. In the aforesaid Pieces of land (1) Mr. Ravindra Kisanrao Kapse (2) Mrs Pallavi Ravindra Kapse, (3) Shri Pramod Kisanrao Kapse, (4) Mrs. Vaishali Pramod Kapse, (5) Shri Chandrashekhar Kisanrao Kapse, (6) Shri Kisanrao Mahadevrao Kapse, (7) Mrs Suryakanta Kisanrao Kapse, (8) Mrs. Laxmi Chandrashekhar Kapse belongs to 24240 + 3600 + 11100 = 38940 Sq. Mtrs. (i e

24240+3600+11100 Sq.Mtrs) of land and the remaining land of 82740 Sq. Mtrs. (i.e.24240+3600+11100 Sq.Mtrs.) belongs to M/s. Om Shivam Buildcon Private Limited; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No 70, having an area of 4.82 Hectares (i.e. 48200 Sq. Mtrs.), Rental Rs. 13 65 held in Bhogwatdar Class 1 Rights of Mouza . SONDAPAR, P.S.K. 72, Khate No. 48, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Shri Janardan Waman Barai, (2) Smt. Chandrabhagabai Waman Barai and (3) Mrs. Radhabai Deorao Mule, who lateron transferred the same by way of sale to M/s. Om Shivam Buildcon Private Limited, the Party No. 2 abovenamed, by a Sale Deed Dated 30-12-2014, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 43 on 02-01-2015. The said Sale Deed is signed by (1) Mrs. Gangubai Bhaiyyaji Bawankar, (2) Smt Ambabai Gajanan Rewatkar, (3) Shri Pandurang Laxman Dhoble and (4) Mrs. Shantabai Bhagwanji Bandre in the capacity of Consentors; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No 71, having an area of 4.04 Hectares (i.e. 40400 Sq. Mtrs.), Rental Rs. 11.35 held in Bhogwatdar Class 1 Rights of Mouza : SONDAPAR, P.S.K. 72, Khate No. 15, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to Shri Labhaji Kanthiram Jaipurkar, who lateron transferred the same by way of sale to (1) Shri Ravindra Kisanrao Kapse, (2) Mrs. Pallavi Ravindra Kapse, (3) Shri Pramod Kisanrao Kapse and (4) Mrs. Vaishali Pramod Kapse, Sr. Nos. 1 to 4 of Party No. 1 abovenamed jointly, by a Sale Deed Dated 03-04-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 2769 on 21-06-2012; AND

WHEREAS ALL THOSE Pieces and Parcels of Agricultural lands bearing Khasra Nos. 72 and 73, having an area of 1.88 Hectares (i.e. 18800 Sq Mtrs.) and 3.06 Hectares (30600 Sq. Mtrs.) respectively thus total area of 12.20 Acres, Rental Rs. 2.19 and Rs 6.50 both held in Bhogwatdar Class 1 Rights of Mouza . SONDAPAR, P.S.K. 72, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Shri Sudhakar Bapurao Telrandhe, (2) Shri Manohar Bapurao Telrandhe, (3) Shri Chandrashekhar Bapurao Telrandhe and (4) Shri Moreshwar Bapurao Telrandhe jointly, who lateron transferred the same by way of sale to M/s. Om Shivam Buildcon Private Limited, by a Sale Deed Dated 20-5-2011, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No 1 at Sr. No. 2873 on 20-05-2011; AND

WHEREAS a Deed of Correction to the aforesaid Sale Deed Dated 20-05-2011 is executed by (1) Shri Sudhakar Bapurao Telrandhe, (2) Shri Manohar Bapurao Telrandhe, (3) Shri Chandrashekhar Bapurao Telrandhe and (4) Shri Moreshwar Bapurao Telrandhe jointly in favour of M/s Om Shivam Buildcon Pvt. Ltd. on 28-08-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr.No. 3793 on 28-08-2012; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 74, having an area of 0.65 Hectare (i.e. 6500 Sq. Mtrs.), Rental Rs 2.50 held in Bhogwatdar Class 1 Rights of Mouza . SONDAPAR, P.S.K. 72, Khate No. 56, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Shri Harichandra Anandrao Chaple and (2) Shri Prakash Anandrao Chaple jointly, who lateron transferred the same by way of sale to Shri M/s Om Shivam Buildcon Private Limited, the Party No 2 abovenamed, by a Sale Deed Dated 12-5-2014, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No 1 at Sr. No. 1994 on even date; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No 76/1, having an area of 1.60 Hectares (i.e. 16000 Sq. Mtrs.), Rental Rs. 5.00 held in Bhogwatdar Class 1 Rights of Mouza · SONDAPAR, P.S.K. 72, Khate No. 38 including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to Shri Champat Raghunath Wankhede and Shri. Sudhakar Bapurao Telrandhe, Shri. Manohar Bapurao Telrandhe, Shri. Chandrashekhar Bapurao Telrandhe, Shri. Moreshwar Bapurao Telrandhe out of which Shri. Champat Raghunath Wankhede transferred his 0.607 Hectare R. Undivided share by way of sale to Shri Chandrashekhar Kisanrao Kapse, by a Sale Deed Dated 16-03-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No 1 at Sr. No. 1189 on 16-03-2012; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 76/2, having an area of 1.78 Hectares (i.e. 17800 Sq. Mtrs.), Rental Rs. 5.00 held in Bhogwatdar Class 1 Rights of Mouza . SONDAPAR, P.S.K. 72, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village Sondapar in Tahsil : Hingna and District · NAGPUR, Originally belonged to Shri Ramdas Raghunath Wankhede, who lateron transferred the same by way of sale to Shri Ravindra Kisanrao Kapse, by a Sale Deed Dated 4-9-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 3906 on even date; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 76/3, having an area of 1.60 Hectares (i.e 16000 Sq. Mtrs), Rental Rs. 5.00 held in Bhogwatdar Class 1 Rights of Mouza : SONDAPAR, P.S.K 72, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to Shri Pandhari Raghunath Wankhede, who lateron transferred the same by way of sale to Shri M/s. Om Shivam Buildcon Private Limited, by a Sale Deed Dated 4-9-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No 1 at Sr. No. 3908 on even date; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No 77/1, having an area of 1.85 Hectares (i.e. 18500 Sq. Mtrs.), (As per 7/12 Extract the area is 3.04 Hectares), Rental Rs. 7.50 held in Bhogwatdar Class 1 Rights of Mouza : SONDAPAR, P.S.K 72, including all types of Trees, Shrubs, passages, Water Courses, Right of Ways, Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village : Sondapar in Tahsil : Hingna and District : NAGPUR, Originally belonged to (1) Smt. Prabhavati Tukaram Tayde and (2) Smt. Kusumbai Shridharrao Shahakar jointly, who lateron transferred the same by way of sale to (1) Shri Kisanrao Mahadeo Kapse, (2) Mrs. Suryakanta Kisanrao Kapse, (3) Mrs. Laxmi Chandrashekhar Kapse, by a Sale Deed Dated 15-12-2012, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No 5249 on even date. The said Kh. No. 77/1 is now numbered as Kh. No. 77/1/A. As a result therefore the Ownership of the Parties hereinabovenamed over the aforesaid Agricultural Lands bearing Kh. Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3 and 77/1A is more specifically described and shown in the following chart :-

SR. NO.	KH.NO.	Area in Hec R as per 7/12	AREA IN Sq. Mtrs.	Land Pulled by NIT in Sq. Mtrs. (40%)	Land Retained by Developers as per MOU with NIT in Sq. Mtrs. (60%)	NAME OF THE OWNER(S)
1.	70	4.82	48200	19280	28920	M/S. Om Shivam Buildcon Private Limited.
2.	71	4.04	40400	16160	24240	(1) Shri Ravindra Kisanrao Kapse, (2) Mrs. Pallavi Ravindra Kapse, (3) Shri Pramod Kisanrao Kapse and (4) Mrs. Vaishali Pramod Kapse.
3.	72	3.06	30600	12240	18360	M/s. Om Shivam Buildcon Private Limited.
4.	73	1.88	18800	7520	11280	M/s. Om Shivam

						Buildcon Private Limited.
5.	74	0.65	6500	2600	3900	M/s. Om Shivam Buildcon Private Limited
6.	76/1	0.60	6000	2400	3600	Shri Chandrashekhar Kisanrao Kapse.
7.	76/2	1.78	17800	7120	10680	M/s. Om Shivam Buildcon Private Limited.
8.	76/3	1.60	16000	6400	9600	M/s Om Shivam Buildcon Private Limited.
9.	77/1/A	1.85	18500	7400	11100	(1) Shri Kisanrao Mahadeorao Kapse, (2) Mrs. Suryakanta Kisanrao Kapse, (3) Mrs. Laxmi Chandrashekhar Kapse

As a result therefore the aforesaid persons as mentioned in the above chart are the Owners of their respective Khasra Numbers with heritable and transferable rights therein and the same is also accordingly mutated in their respective names in all relevant record; AND

WHEREAS the aforesaid entire land comprising Kh. Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3 and 77/1/A are covered under the scheme of development of lands in "NAGPUR METROPOLITAN AREA", NAGPUR which includes SUMTHANA-SONDAPAR-KOTEWADA-JAMTHA-PARSODI Scheme of Nagpur Improvement Trust, Nagpur; AND

WHEREAS there are 7 (Seven) separate Agreements made by and between the aforesaid Land Owners (i.e. Parties above named) and the Nagpur Improvement Trust, Nagpur regarding development of lands al are dated 02.07.2015; AND

WHEREAS the Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur lataron developed the said Kh. Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3 and 77/1/A of Mouza : Sondapar, P.S.K. 72, situate at Village : Sondapar in Tahsil : Hingna and District : NAGPUR by carving out 7 (Seven) separate Plots of different sizes therein. The details of the said Plots of land and its Areas are shown and described in the following chart -

SR. NO.	KH.NO.	PLOT NO.	AREA IN SQ. MTRS.
1.	70	242	28920
	71	241	24240
2.	72, 73	238/2	29640
3	74	239	3900
4.	76/1	237/1	3600
5.	76/2,	238/1	20280

	76/3		
6	77/1/A	247/1	11100
		TOTAL	**121680**

As a result therefore the aforesaid (1) Shri Ravindra Kisanrao Kapse, (2) Mrs. Pallavi Ravindra Kapse, (3) Shri Pramod Kisanrao Kapse, (4) Mrs. Vaishali Pramod Kapse, (5) Shri Chandrashekhar Kisanrao Kapse, (6) Shri Kisanrao Mahadeorao Kapse, (7) Mrs. Suryakant Kisanrao Kapse, (8) Mrs. Laxmi Chandrashekhar Kapse and (9) M/S. Om Shivam Buildcon Private Limited, the Party Nos. 1 and 2 abovenamed have now fully entitled to deal with the aforesaid Plots of land as mentioned hereinabove; AND

WHEREAS the Parties hereinabove named have now jointly decided to develop their aforesaid respective Property comprising Plot Nos. 242, 241, 238/2, 239, 237/1, 238/1 and 247/1, being a portion of the entire land bearing Kh. Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3 and 77/1/A containing by total admeasurement 121680 Sq. Mtrs. of Mouza : Sondapar, P.S.K. 72, situate at Village : Sondapar in Tahsil : Hingna and District : NAGPUR jointly into a RESIDENTIAL ESTATE by constructing various Multistoreyed Buildings thereon, each building consisting of various self contained separate Apartments therein; AND

WHEREAS the aforesaid Plot Nos. 242, 241, 238/2, 239, 237/1, 238/1 and 247/1, are amalgamated by the Nagpur Improvement Trust and Layout map sanctioned by Nit order No. EE(METRO)B.E-2/7116 dated 22/12/2016; AND

WHEREAS as a result therefore the Vendors hereinabove named has now become the absolute Owner of the Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1 with heritable and transferable rights therein and the same is also accordingly mutated in it's name in all relevant records; AND

WHEREAS, the Vendors hereinabove named have now decided to develop Amalgamated Plot Nos 237/1, 238/1, 238/2, 239, 241, 242, 247/1 being a portion of the land bearing Kh. Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3, 77/1/A into a RESIDENTIAL ESTATE by constructing various Multistoreyed Buildings thereon, each building consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly it prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot of land to be known and styled as Building-____ and the entire complex to be collectively known and styled as "SHIV KAILASA" and the same is sanctioned and approved by the _____ vide its Building Permit No. _____ Dated _____; AND

WHEREAS, the Vendors/Developers does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors has clear possession of the said Project Land. The said Project Land is property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority and M/s. Om Shivam Buildcon Private Limited has availed Finance from UCO Bank Ltd. Nagpur by way of mortgaging Survey No 72, 73 and availed finance from ICICI Bank Ltd.. Nagpur by way of mortgaging Survey No. 74 and Mortgaged the said Survey No. 72, 73 is presently mortgage with UCO Bank and Survey No. 74 is presently mortgaged with ICICI Bank Ltd, Nagpur, AND

WHEREAS the Vendors is in possession of the project land and the Vendors/Developers is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove,

WHEREAS, the Developers / Promoter / Confirming Party has proposed to construct on the project land consisting of a Multistoried buildings known as TOWER - _____ known as "_____" in Building - _____ and the entire complex to be collectively known and styled as "**SHIV KAILASA**" consists of Ground Floor and _____ Floors. There are _____ (_____) Apartments each on _____ FLOOR. Thus there are in all _____ (_____) independent and self contained separate.

WHEREAS, the Vendors/Developers 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;

WHEREAS, the Vendors/Developers shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period,

WHEREAS, the Vendors/Developers has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendors/Developers accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser, the Vendors/Developers has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the

Vendors/Developers Architects Mr. Sachin Sutar 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. The Purchaser 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 Vendors/Developers and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendors/Developers to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors/Developers has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors/Developers;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendors/Developers, authenticated copies of extract of Village Forms VI and VII and XII showing the nature of the title of the Vendors to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively.***

WHEREAS, the authenticated copies of the plans of the Building Plans as sanctioned and approved by the local authority have been ***annexed hereto and marked as Annexure C-1***;

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

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors/Developers 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/s shall be granted by the concerned local authority.

WHEREAS, the Vendors/Developers has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser. 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, which is duly Registered in the Office of the Sub-Registrar Hingna in Book No. 1 at Registered Serial No. _____/2018 on _____ and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

WHEREAS, the Vendors/Developers has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

WHEREAS, the Purchaser has applied to the Vendors/Developers for purchase of Apartment No. _____ on _____ FLOOR in TOWER - _____ known as "_____" in Building - ____ and the entire complex to be collectively known and styled as "SHIV KAILASA".

WHEREAS, the carpet area of the said Apartment is _____ square meters; Open Balcony area is _____ square meters; Terrace area 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendors/Developers a sum of Rs _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Vendors/Developers to the Purchaser as advance payment or Application Fee in the following manner

Rs. /- (Rupees _____ Only) paid by the Purchaser to the Vendors by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendors.

Rs. /- (Rupees _____ Only) paid by the Purchaser to the Vendors by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendors

Rs. /- (Rupees _____ Only) paid by the Purchaser to the Vendors by Cheque No.

_____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendors

(the payment and receipt whereof the Vendors/Developers both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendors/Developers the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Vendors/Developers has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Developers hereby agrees to sell and the Purchaser 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 consisting of a Multistoried buildings known as TOWER - _____ "_____" in **Building** - _____ and the entire complex to be collectively known and styled as "**SHIV KAILASA**" consists of Ground Floor and _____ **Floors**. There are _____ (_____) Apartments each on _____ FLOOR. Thus there are in all _____ (_____) independent and self contained separate Apartments to be constructed by the Developers / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Vendors/Developers and the Vendors/Developers hereby agrees to sell to the Purchaser Apartment No. _____ having carpet area admeasuring _____ Sq. Metres on _____ FLOOR in TOWER - _____ known as "_____" in **Building** - _____ and the entire complex to be

collectively known and styled as **"SHIV KAILASA"**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes :

i) Rs _____/- towards cost of Apartment including Infrastructure.

ii) Rs _____/- 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

iii) Rs. _____/- towards the cost of allotted covered parking space Basement and/or Stilt and/or Podium.

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

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendors/Developers the balance amount of Rs _____/- (Rupees _____ Only) in the following manner:-

i) Rs. _____ (_____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ days from the date of execution of this Agreement.

ii) Rs. _____/- (_____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs._____/- (_____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Rs _____/- (_____) Only ***(not exceeding 75% of the total consideration)***

agreed to be paid by the Purchaser to the Vendors/Developers within ____ days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs. _____/- (_____) Only ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs. _____/- (_____) Only ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ 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.

vii) Rs. _____/- (_____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors/Developers within ____ 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 or wing in which the said Apartment is located.

viii) Rs _____/- (_____) Only agreed to be paid by the Purchaser to the Vendors/Developers against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. /- (RUPEES _____ ONLY)

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

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendors/Developers by way of Value Added Tax, Service Tax 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 Vendors/Developers) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendors/Developers all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendors/Developers indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendors/Developers and to credit the same in the appropriate account of Income Tax Department.

1.f 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 Vendors/Developers undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendors/Developers 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 Purchaser, which shall only be applicable on subsequent payments.

1.g THAT the Vendors/Developers shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract if made by the Purchaser shall be void and shall not be binding upon the Vendors/Developers.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and

also the workmanship undertaken on the site

1.i THAT, the Vendors/Developers shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors/Developers. If there is any reduction in the carpet area beyond the defined limit, then the Vendors/Developers shall refund the excess money paid by the Purchaser within 45 (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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendors/Developers shall demand additional amount from the Purchaser 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.j The Purchaser do hereby authorizes the Vendors/Developers 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 Vendors/Developers may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors/Developers to adjust her/his payments in any manner.

2.1 THAT, the Vendors/Developers 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, 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 Vendors/Developers as well as the Purchaser. The Vendors/Developers shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable

by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors/Developers as provided in clause 1 (c) herein above. ("**Payment Plan**").

3. The Vendors/Developers hereby declares that the Floor Space Index available as on date in respect of the project land is **15212.038** Square Meters only and Vendors/Developers has planned to utilize Floor Space Index of _____ by availing of 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 Vendors/Developers has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendors/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendors/Developers only.

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

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

Provided that, Vendors/Developers shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendors/Developers 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 Vendors/Developers shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, 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 to the Vendors/Developers.

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 Vendors/Developers in the said building and the Apartment as are set out in ***Annexure 'E', annexed hereto***.

6. The Vendors/Developers shall give possession of the Apartment to the Purchaser on or before ____th day of _____ _____ 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 Vendors/Developers any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendors/Developers. If the Vendors/Developers fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendors/Developers shall be liable on demand to refund to the Purchaser 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 Vendors/Developers received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendors/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, etc. are paid by the Purchaser in full to the Vendors/Developers hereto.

Provided further that the Vendors/Developers 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.

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate

7.1 **Procedure for taking possession** – The Vendors/Developers upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendors/Developers shall give possession of the said Apartment to the Purchaser. The Vendors/Developers agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Developers The Purchaser agree(s) to pay the maintenance charges as determined by the Vendors/Developers or Association of Purchaser, as the case may be.

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

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendors/Developers else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendors/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendors/Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Confirming Party.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof However the Apartment chosen by Purchaser in the proposed multistoned building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance

7.6 **Failure of Purchaser to take Possession of Apartment** : Upon receiving a written intimation from the Vendors/Developers as per clause (8.1)

the Purchaser shall take possession of the Apartment from the Vendors/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors/Developers shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendors/Developers or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendors/Developers 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 Vendors/Developers at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendors/Developers, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendors/Developers shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendors/Developers shall not be liable for make good of the defect.

8.1 The Purchaser 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Vendors/Developers shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendors/Developers shall not pay, nor the Purchaser shall demand any rent etc for any signs displayed by the Confirming Party

9.1 That the Vendors/Developers has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser. 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 Purchaser and her/his/their successors in title.

9.2 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 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 Multistoried 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 of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 Within 15 days after notice in writing is given by the Vendors/Developers 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/s namely local taxes viz. Grampanchayat 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 clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited

Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendors/Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendors/Developers provisional monthly contribution of Rs. 5,000/- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendors/Developers shall not carry any interest and remain with the Vendors/Developers until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPERS :

The Vendors/Developers hereby represents and warrants to the Purchaser as follows :

i. The Vendors/Developers 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 Vendors/Developers 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 Vendors/Developers 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 Vendors/Developers 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 created herein, may prejudicially be affected;

vii. The Vendors and/or Vendors/Developers 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 under this Agreement;

viii The Vendors/Developers confirms that the Vendors/Developers is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendors/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

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

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors/Developers as follows :-

i. To maintain the Apartment at the Purchaser'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. The Purchaser hereby specifically agrees with the Vendors/Developers that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the

Vendors/Developers in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

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

iv. 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 Vendors/Developers to the Purchaser 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 committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. 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 Vendors/Developers and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. 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.

viii. 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. Pay to the Vendors/Developers within fifteen days of demand by the Vendors/Developers, 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.

ix. 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 for any purposes other than for purpose for which it is sold.

x. The Purchaser 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 to the Vendors/Developers under this Agreement are fully paid up.

xi. The Purchaser 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 Purchaser 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.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendors/Developers 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.

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendors/Developers shall bear and

pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

12. The Vendors/Developers shall maintain a separate account in respect of sums received by the Vendors/Developers from the Purchaser 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.

13. 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 Purchaser 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 Vendors/Developers until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser. but all the same such mis-statement, error omission will always be subject to correction by the parties hereto

15. After the Vendors/Developers 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 who has taken or agreed to take such Apartment.

16. **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Vendors/Developers does not create a binding obligation on the part of the Vendors/Developers or the Purchaser until, firstly, the Purchaser 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Developers. If the Purchaser(s) fails to execute and deliver to the Vendors/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors/Developers, then the Vendors/Developers shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in

connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever

17. **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.

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

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER** : 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 of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. **SEVERABILITY** : If any provision of this Agreement shall be determined to be void or unenforceable under the 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.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(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.

22. **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.

23. **PLACE OF EXECUTION** : The execution of this Agreement shall be complete only upon its execution by the Vendors/Developers through its

authorized signatory at the Vendors/Developers's Office, or at some other place, which may be mutually agreed between the Vendors/Developers and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendors/Developers 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.

24. The Purchaser and/or Vendors/Developers 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 Vendors/Developers will attend such Office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Vendors/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendors/Developers by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

MR. _____ Name of Purchaser

Residents of _____

Email ID : _____

(1) SHRI RAVINDRA S/o KISANRAO KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(2) MRS. PALLAVI W/o RAVINDRA KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(3) SHRI PRAMOD S/o KISANRAO KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(4) MRS. VAISHALI W/o PRAMOD KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(5) SHRI CHANDRASHEKHAR S/o KISANRAO KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District Nagpur,

(6) SHRI KISANRAO S/o MAHADEVRAO KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(7) MRS SURYAKANTA W/o KISANRAO KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District . Nagpur,

(8) MRS. LAXMI W/o CHANDRASHEKHAR KAPSE, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(9) OM SHIVAM BUILDCON PRIVATE LIMITED

203-204, "Gokul Keshav Apartments", 3rd Floor, Khamla Road, Deonagar Square, Nagpur, Pin Code No. 440015

(Name of Vendors/Developers name & Address of Vendors/Developers)

Notified Email ID : _____

It shall be the duty of the Purchaser and the Vendors/Developers 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 Vendors/Developers or the Purchaser, as the case may be.

26. JOINT PURCHASER : In case there are Joint Purchaser all communications shall be sent by the Vendors/Developers to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

27. 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 Purchaser.

28. 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, thereunder.

29. 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

30. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THOSE Pieces and Parcels of land bearing Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1, out of the sanctioned layout, containing by total admeasurement 121680 Sq Mtrs., being a portion of the lands bearing Kh Nos. 70, 71, 72, 73, 74, 76/1, 76/2, 76/3, 77/1/A, of Mouza – SONDAPAR, P.S.K 72, including all other easementary rights appurtenant and belonging thereto, situated at Village – Sondapar, within the limits of the Gramparichayat – Kothewada, in Tahsil – Hingna and District – NAGPUR and bounded as under :-

ON THE EAST	-	18.00 Mtrs. Road.
ON THE WEST	-	Existing Road.
ON THE NORTH	-	Canal.
ON THE SOUTH	-	18.00Mtrs. Road.

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ on the _____ **FLOOR** of a Building proposed to be constructed on the aforesaid Plot of land and to be known and styled as TOWER - _____ known as "_____" **in Building** - _____ and the entire complex to be collectively known and styled as "**SHIV KAILASA**", covering a Carpet area of _____ Sq. Mtrs. alogwith Parking area of _____ Sq. Mtrs. and Apartment bounded as under :-

ON THE EAST -
ON THE WEST -
ON THE NORTH -
ON THE SOUTH -

IN WITNESS WHEREOF the VENDORS and the PURCHASER hereinabove named has hereto set their respective hands and signed this DEED OF AGREEMENT TO SALE at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :-

FOR M/s. OM SHIVAM BUILDCON PRIVATE LIMITED

(1) _____

(RAVINDRA KISANRAO KAPSE)
Director
For self and as a duly Constituted Attorney for the Vendors Nos. (1) to (8) hereinabove named
VENDORS/DEVELOPERS

(2) _____

(_____)
PURCHASER