AGREEMENT TO SELL

MOUZA: HUDEKESHWAR (KHURD), TAHSIL: NAGPUR GRAMIN, DISTRICT: NAGPUR

P.H. NO. 37, Survey No. 75/2, Plot No. _____

MARKET VALUE : Rs. _____ =00

SALE CONSIDERATION VALUE Rs._____ =00

(Rupees _____ only)

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT NAGPUR ON THIS ____ DAY OF _____, 2019 BY AND BETWEEN : -

A] BHAVANI LAYOUT
An "ASSOCIATION OF PERSONS" (AoP)
Having its Registered office at 336, Ambika Bhawan,
Beside Bank of Baroda, Bhavsar Sqaure, Gandhibagh,
NAGPUR- 440002.
PAN NO.
THROUGH ITS MEMBERS / AUTHOIRSED SIGNATORIES / OWNERS

B] MR. ISHAN S/O DILIP KUKADE
Aged about 28 years, Occupation-Business,
AADHAR NO. 9521 1543 8855
PAN NO. BCFPK 3533 C

C] MRS. SANGEETA W/O DILIP KUKADE
Aged about 48 years, Occupation-Housewife,
AADHAR NO. 2753 2916 9301
PAN NO. AASPK9852E

D] MS. ANKITA D/O DILIP KUKADE
Aged about 28 years, Occupation-Student,
AADHAR NO. 2908 9451 9193
PAN NO. DILPK9262J

All above three B to D are R/o: C/o 187, Tulip Apts., Flat No. 301,
Shankar Nagar Road, Behind Ram Nagar Bus Stop,
Shankar Nagar, Nagpur (Mah.) - 440010.

THROUGH AUTHORISED POWER OF ATTORNEY HOLDER MR. ISHAN S/o DILIP KUKADE, ***having authority to present and execute the present document.***

Hereinafter, the above, jointly referred to as **VENDORS / DEVELOPERS / OWNERS/ MEMBERS OF AoP**, which expression shall mean and include the said persons, their successors, assignors, nominees, executors and persons deriving title through them etc. of the FIRST PART;

AND

A| MR. _____

Aged about ___ years, Occupation-_____.

R/o _____

_____

AADHAR NO. _____

PAN NO. _____

R/O: _____

Hereinafter, referred to as the **VENDEE/ PURCHASER**, which expression shall, unless repugnant to the context or meaning otherwise, thereof, always mean and include the said **PURCHASER,** as well as his/her/their respective heirs, legal representatives, executors, administrators, successors and assignees of the OTHER PART; AND;

WHEREAS, ALL THAT Piece and Parcel of land bearing Survey No. 75/2, Jama of Rs. 3.13, undivided share of land admeasuring 0.324 Hectares out of 0.81 Hectares, of Mouza-Hudekeshwar(Khurd), P.H. NO.-37, Class no. I, situated within the limits of Tahasil- Nagpur Gramin, District-Nagpur, being originally owned and possessed / acquired by 1) Mr. Ishan Dilip Kukade, 2) Mrs. Sangeeta Dilip Kukade, 3) Ms. Ankita Dilip Kukade, 4) Mr. Deonath Yadavrao Kukade and 5) Mrs. Kausalya Deonath Kukade, vide registered Sale Deed dated 01/10/2004 registered before the Sub-Registrar No.10, Nagpur, at serial No. 06325/2004,

AND WHEREAS, further vide registered Gift Deed dated 30/04/2007 executed by 1) Mr. Deonath Yadavrao Kukade and 2) Mrs. Kausalya Deonath Kukade in favour of Mr. Ishan Dilip Kukade through his Natural Guardian Mrs. Sangeeta Dilip Kukade, registered before Sub-registrar No. 7 at serial No. 2634/2007; the said Donor / Owner Gifted their undivided share admeasuring about 0.324 H.R. Gifted and/or Transferred to their Grandson Mr. Ishan D. Kukade as a result the share of Mr. Ishan Kukade enhanced on the said Land, therefore the VENDORS hereinabove named, became the exclusive, absolute and full Owner of the aforesaid piece and parcel of undivided share of land with heritable and

AND WHEREAS, the Vendors / Owners have brought and/or introduced the aforesaid entire land of Khasra No.75/2 into their Association of Persons (AoP) executed on 27/09/2018 between the Owners who are also decided to act as a Members of said AoP namely **BHAVANI LAYOUT, NAGPUR.**

AND WHEREAS, the VENDORS later on prepared a layout of the said Khasra No. 75/2 by carving out various Plots of different sizes therein and accordingly prepared a layout of the said land under the name and style "Bhavani Layout" which is duly sanctioned plan by the Nagpur Metropolitan Region Development Authority, Nagpur (NMRDA) as per terms and conditions of letter No. E.E.1(NMRDA)/1149 dated 05/01/2019 of E.E. (NMRDA), Nagpur and Non Agricultural Assessment Order of Collector, Nagpur bearing No.129/NAP-34 / MOUZA-HUDKESHWAR (KHURD) /2018-19 dated 08/04/2019; AND;

AND WHEREAS the said residential Layout is consisting of various Plots of different sizes as per the Approved and/or sanctioned Map by NMRDA; AND;

AND WHEREAS, the Vendors/Developers do 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 Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND;

AND WHEREAS, the Vendors are in actual physical possession of the project land and the Vendors/Developers are entitled and enjoined upon to sell and/or develop on the project land in accordance with the recitals hereinabove; AND;

AND WHEREAS, the Vendors/Developers has proposed to sell the Developed Individual Plots on the project land having the respective areas as per sanctioned plan; AND;

AND 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; AND;

AND WHEREAS, the Vendors/Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority and Nagpur Metropolitan Regulatory and Development Authority ; authenticated copy is attached in Annexure '__' AND;

AND WHEREAS, on demand from the Purchasers, the Vendors/Developers has given inspection to the Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendors/Developer's Architect Mr. S.B.RAKSHAK 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 Purchasers has, prior to the execution hereof perused the Title documents, Sanctioned Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors/Developers. Purchasers also verified the same from the website of the RERA as uploaded by the developer and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendors/Developers to sell the same on ownership basis. The Purchasers hereby confirms that the Vendors/Developers has produced for inspection to the Purchasers, all information and documents and has made full and true disclosure as demanded by the Purchasers and the Purchasers is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors/Developers; AND;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the Advocate of the Vendors/Developers, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the plots are sanctioned have been annexed hereto; AND;

AND WHEREAS, the authenticated copies of the plans of the Sanctioned Layout Plans as sanctioned and approved by the local authority have been annexed hereto;

AND WHEREAS, the authenticated copies of Specifications of the Plot agreed to be purchased by the Purchasers have been annexed hereto;

AND WHEREAS, while sanctioning the said plans concerned authority (NMRDA) has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors / Developers/ Owners while developing the project land and the said plots and upon due observance and performance of which only the completion or occupancy certificate in respect of the said plot/s shall be granted by the concerned local authority i.e. NMRDA; AND;

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

AND WHEREAS, the Purchaser has visited the construction site and hence applied to the Vendors/Developers for purchase of Plot no.____ in **"BHAVANI LAYOUT"**. That the Purchaser further requested to the Vendor and agreed to purchase the plot and he/her himself/herself agreed to finish the same as per his/her own choice; AND;

AND WHEREAS, the area agreed to Purchase under the said Plot is _____ Square meters (i.e. _____ Square Feet) for the total consideration of Rs._____=00 (Rupees _____) and; AND;

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

AND WHEREAS, prior to the execution of these presents the Purchasers has paid to the Vendors / Developers a sum of **Rs.**_____**/- (Rupees -** _____ **Only),** being part payment of the sale consideration of the Plot agreed to be sold by the Vendors/Developers to the Purchaser/s as advance payment or Application Fee in manner appearing hereinafter in the Agreement;

AND WHEREAS, the Vendors/Developers has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Registered Serial No. _____ **Dated** _____; AND;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Developers hereby agrees to sell and the Purchasers hereby agrees to purchase the said Plot.

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

1. THAT, the aforesaid Project consists of the said Plot admeasuring about _____. The entire developed Plot is to be sold/ developed by the Vendors/Developers on the said layout in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Vendors/Developers has informed the Purchaser and Purchaser is also well aware that the Sanctioned map is likely to be revise in future hence Purchaser hereby specifically accord his consent for revision of Sanction map and hereby specifically declare that there is no need to obtain separate written consent in respect of variations or modifications in the Sanction map/ revised Sanction map.

1.(a) i) The Purchasers hereby agrees to purchase from the Vendors/Developers and the Vendors/Developers hereby agrees to sell to the Purchasers the Plot No._____ out of the sanctioned layout admeasuring _____ for the total sale consideration of Rs. _____/- (Rupees _____ Only).

1.(b) Thus the total aggregate consideration amount for the said Plot is Rs. _____/-.

1.(c) The Purchasers 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:-

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors/Developers within _____ days from the date of _____.

Rs._____/- (Rupees _____ ONLY) to be paid by Purchaser at the time of execution of Sale Deed

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/ GST, Service Tax and Cess, Insurance Premium towards Title of Property & Plot 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 Plot. The Purchasers 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 Purchasers. It shall be obligatory on the part of Purchasers to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.(e) The Purchasers does hereby state and declares that it shall be the sole liability and responsibility of the Purchasers 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 Purchasers 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 Purchasers 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 development of the Plot and Layout 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 Purchasers shall not enter into any Plot with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchasers shall be void and shall not be binding upon the Vendors/Developers.

1.(h) THAT during the period of Plot/Layout Development the Purchaser with Two days advance intimation to the Vendors/Developers, may enter upon the said Plot of land to inspect the Plans, specifications, materials if available at site and also the workmanship undertaken on the site.

1.(i) THAT, the Vendors/Developers shall confirm the final Area that has been agreed to be sold to the Purchaser after the development of the said Plot is complete and the Occupancy Certificate is granted by the Competent

Authority. However it is understood by the Purchaser that the proposed development is heterogeneous in nature comprising of roads, sewerage, lights, etc. and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of development like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchasers that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Layout Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the Plot area shall be recalculated upon confirmation by the Vendors/Developers. If there is any reduction in the Plot area beyond the defined limit, then the Vendors/Developers shall refund the excess money paid by the Purchasers 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 Plot 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 Purchasers 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 Purchasers 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 Plot to the Purchaser, obtain from the concerned local authority requisite certificates in respect of the said Plot.

2.2. THAT, Time is essence for the Vendors/Developers as well as the Purchasers. The Vendors/Developers shall abide by the time schedule for completing the development of the project and handing over the Plot to the Purchasers after receiving the requisite certificates, as the case may be. Similarly, the Purchasers 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 development by the Vendors/Developers as provided in clause 1 (c) herein above. **("Payment Plan").**

3. The Vendors/Developers hereby declares that the Public utility land available as on date in respect of the project land is as per sanctioned map only and Vendors/Developers has planned to utilize the open land as per sanctioned map by utilizing the same for common purpose of Layout Residents and adjacent land/layout as well. The Vendors/Developers has disclosed the open Public utility space as per sanctioned map as proposed to be utilized by it on the project land in the said Project and Purchasers has agreed to purchase the said Plot based on the proposed development and sale of Plots to be carried out by the Vendors/Developers by utilizing the PU Land.

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

payment on due date of any amount due and payable by the Purchasers 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 Purchasers committing Two 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 Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at the e-mail address provided by the Purchasers, 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 Purchasers fails to rectify the breach or breaches and/or to make payment of defaulted installments along with 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 IPSO FACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Developers shall refund to the Purchasers, 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 Plot which may till then have been paid by the Purchasers to the Vendors/Developers.

5. The fixtures and fittings with regard to the roads, pavements, sewage fittings, etc. and amenities shall be of ISI Mark.

6. The Vendors/Developers shall give possession of the Plot to the Purchasers on or before _____**2019** 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 Purchasers 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 Plot to the Purchasers 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 Purchasers the amounts already received by it in respect of the Plot 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/Developers shall not deliver the actual physical possession of the said Plot to the Purchasers 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/ GST, etc. are paid by the Purchasers 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 possession of the Plot on the aforesaid date, if the completion of development of layout in which the Plot 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 Purchasers as per the agreement, shall offer in writing the possession of the Plot to the Purchasers 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 Plot to the Purchasers. The Vendors/Developers agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Developers. The Purchasers agree(s) to pay the maintenance charges as determined by the Vendors/Developers or Association of Purchasers, as the case may be.

7.2. The Purchasers shall take possession of the Plot within 15 days of the written notice from the Vendors/Developers to the Purchasers intimating that the said Plot is ready for possession.

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

7.4. THAT the Vendors/Developers do hereby agree with the Purchasers 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 Purchasers, the Vendors/Developers will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire Plot as hereby agreed to be sold in favour of the Purchasers or the nominee(s) appointed by the Purchasers and get the same duly registered at the costs of Purchasers in accordance with the law in force provided the Purchasers shall have also paid the entire agreed cost of development of the Plot chosen by the Purchasers to the Vendors/Developers.

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 shall be owned and possessed by the Purchasers exclusively with heritable and transferable rights therein.

7.6. **Failure of Purchasers to take Possession of Plot:** Upon receiving a written intimation from the Vendors/Developers as per clause (7.1) the Purchasers shall take possession of the Plot 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 Plot to the Purchasers. In case the Purchasers fails to take possession within the time provided in clause 7.2, such Purchasers shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances, the restrictions as may be imposed by the Association shall remain binding upon the Purchasers.

7.7. THAT the Purchasers shall protect the development undertaken on the said Plot entirely from any damage or harm. For such unauthorized acts, if done by the Purchasers, then in such event, Purchasers will be solely responsible for any consequences which may arise. That the Purchasers confirm that they are aware about terms, conditions, stipulations and restrictions mentioned in the sanctioned plan of the layout, DCR, Fire department , NMRDA,Airport authority, while sanctioning the layout plans and hereby undertakes to follow, observe and perform the same.

7.8. If within a period of five years from the date of handing over the Plot to the Purchasers, the Purchasers brings to the notice of the Vendors/Developers any developmental defect in the Plot or any defects on account of 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 Purchasers shall be entitled to receive from the Vendors/Developers, compensation for such defect in the manner as provided under the Act. That, in case any construction is carried out by the Purchasers, and in case of any change or modification to the Specification are effected at the request of the Purchasers, resulting in damages of any nature, then under such circumstances the Vendors/Developers shall not be liable for making good of the defect.

8.1 The Purchasers shall use the Plot or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use.

8.2 THAT it is understood by the Purchasers that the Vendors/Developers shall

display any type of Board, signs, banners etc. on any part of the said Plot of land and the Purchasers will neither object/disturb it, nor obstruct it's visibility in any way. The Vendors/Developers shall not pay, nor the Purchasers shall demand any rent etc. for any signs displayed by the Vendors/Developers.

9.1 THAT the Purchasers 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 Plot Owners inter se, in accordance with the prevalent provisions of law and the rules made thereunder.

9.3 THAT the available open space, the common areas as may be provided in the said layout, shall be of common use of all the Plot Owners in the said layout and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchasers severally or jointly with any other Plot Owner or Owners.

9.4 Within 15 days after notice in writing is given by the Vendors/Developers to the Purchasers that the Plot is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the Plot area) of outgoings in respect of the project land and Plot(s) namely local taxes viz. Grampanchayat Tax, other Taxes, Cesses, Non Agricultural Assessments, betterment or developmental charges or such other levies by the concerned local authority and/or Government-water charges, insurance, common lights, repairs and all other expenses necessary and incidental to the management and maintenance of the project land and Plot/s. Until the Society or Limited Company is formed and the said Plot is transferred to it, the Purchasers shall pay to the Vendors/Developers such proportionate share of outgoings as may be determined.

10 RESPONSIBILITIES OF THE PURCHASER THAT THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:-

That the Purchaser is well aware that the Developer has paid development charges to Collector / NIT / NMRDA / Grampanchayat, hence rest all development will be done by authority and developer shall not be held responsible for that. That the Purchaser further specifically agreed to comply if any other development changes as may be suggested by the Development authority in future from time to time after registration of sale deed and hereby declare that developer shall not be responsible for that and purchaser hereby ready to comply such changes through the maintenance society/association or on individual baxis.

That the Purchaser hereby accord his written consent to the Developer to submit revise Sanction map to the Development authority and to get such revised map sanction from competent development authority. And further accord his consent if any changes in Plot area /Plot numbers/ area/ etc. shall be allowed as per all the condition of permit / NA order / T.P. order/ pollution control laws/ fire norms, etc. The Purchaser further agrees to follow all conditions and stipulations imposed by the development authority time to time individually as well as through the maintenance society/association.

That the Purchaser hereby specifically agrees to maintain sewage line, Sewage Treatment Plant (STP), Street Lights, Rain water harvesting system,CI/D.I./HDPE water pipeline, Nalla Canalization and solid waste management system etc. in the layout maintenance shall be done regularly and suitable AMC company shall be hired and regular reports about maintenance shall be collected from such AMC. That once all the above maintenance and management takes over by Nagpur Municipal Corporation / Grampanchayat / Municipal Council and then in such event, warranty from developer shall come to an end and shall not be binding upon Developer.

That the Purchaser is aware that the construction/development is of heterogeneous type hence due to weather conditions, wear and tear, etc may occur hence there is possibility of need of regular maintenance and shall be

treated immediately and by individuals or society at their own cost, if it is not done, then in such event developer shall not be responsible.

10-A. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/ DEVELOPERS:

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

(i) The Vendors/Developers has clear and marketable title with respect to the project land/layout, 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 Plot/s 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 Plot/s 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, Plot/s 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 Purchasers created herein, may prejudicially be affected;

(vii) The Vendor 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 Plot which will, in any manner, affect the rights of Purchasers under this Agreement;

(viii) The Vendors/Developers confirms that the Vendors/Developers is not restricted in any manner whatsoever from selling the said Plot to the Purchasers in the manner contemplated in this Agreement;

(ix) The provisions of Transfer of Property & Registration Act applicable to this Agreement.

(x) At the time of execution of the Sale Deed of the Plot in favour of the Purchasers, the Vendors/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Plot Owners; That till the open recreation area (Public Utility) is not transferred to Association / Society of Plot Owner, the same shall remain with NMRDA or Collector.

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

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

(i) To maintain the Plot at the Purchasers own cost in good and tenantable repair and condition from the date that of possession of the Plot is taken and shall not do or suffer to be done anything in or to the Plot which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Plot or any part thereof without the consent of the local authorities, if required.

(ii) The Purchasers hereby specifically agrees with the Vendors/Developers that even after taking over the actual possession of the Plot chosen by Purchasers, the Purchasers will not object or prevent or obstruct the Vendors/Developers in any way in carrying on and completing the work of other Plot and keeping construction materials on the available open land.

(iii) Not to store in the Plot, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the Plot or storing of goods which 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 common passages, roads, etc. or any other developmental work/plots of the layout, including entrances and in case any damage is caused to the Plot or other Plots or on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.

(iv) To carry out at her/his own cost all repairs or constructions on the said Plot and maintain the complete plot in the same condition, state and order in which it was delivered by the Vendors/Developers to the Purchasers and shall not alter or divide the said plot further without obtaining permission of the Vendors and local or other authorities, or suffer to be done anything in or to the Plot 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 Purchasers committing any act in contravention of the above

provision, the Purchasers 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 other constructions or developmental work 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 layout or any part thereof, and shall keep the portion, sewers, drains and pipes in the Plot 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 area in which the Plot is situated and shall not cause damage to other structural members outside the Plot without the prior written permission of the Vendors/Developers and/or the Association of the Plot Owners.

(vi) Not to do or perform any activity, which will result in damages to the said Plot and Common area of the Project. The Purchasers shall not be entitled to keep the materials of constructions/repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Plots 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 Plot in which the Plot 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 Plot in the common area or road or any portion of the project land in which the Plot 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 Plot.

(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 Plot by the Purchasers for any purposes other than for purpose for which it is sold.

(x) The Purchasers shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Purchasers to the Vendors/Developers under this Agreement are fully paid up.

(xi) The Purchasers shall observe and perform all the rules and regulations which the Association of the Plot 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 layout and the Plots therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Association of the Plot Owners regarding the occupancy and use of the Plot in the Layout 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 layout maintenance to the Association of Plot Owners, the Purchasers 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 Plot or any part thereof to view and examine the state and condition thereof.

(xiii) In case some of the Plots in the said Project remains unsold, even after completion of the same, then the Vendors/Developers shall bear and pay minimum Maintenance Charges payable for such unsold Plots.

12. The Vendors/Developers shall maintain a separate account in respect of sums received by the Vendors/Developers from the Purchasers 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 Plots or of the said Plot or any part thereof. The Purchasers shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces, parking spaces, etc., will remain the property of the Vendors/Developers until the management of the said Plot / layout is handed over to the Association of Plot 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 Purchasers, but all the same such miss-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 Plot 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 Purchasers who has taken or agreed to take such Plot.

16. **BINDING EFFECT :** Forwarding this Agreement to the Purchasers by the Vendors/Developers does not create a binding obligation on the part of the Vendors/Developers or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Developers. If the Purchasers(s) fails to execute and deliver to the Vendors/Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers 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 Purchasers for rectifying the

default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

17. **ENTIRE AGREEMENT :** 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 plot/layout, 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 PURCHASERS/ 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 Purchasers of the Plot, in case of a transfer, as the said obligations go along with the Plot 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

payment, in common with other Purchasers(s) in Project, the same shall be in proportion to the area of the Plot 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 Purchasers, in Nagpur after the Agreement is duly executed by the Purchasers 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 Purchasers 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 Purchasers and the Vendors/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Vendors/Developers by Registered Post A.D and notified Email ID at their respective addresses specified below :

PURCHASER(S):-

(1) _____

(2) _____

(Address):_____

VENDORS/DEVELOPERS:-

(1) MR. ISHAN S/O DILIP KUKDE;

(2) MRS. SANGEETA W/O DILIP KUKDE; and

(3) MS. ANKITA D/O DILIP KUKDE

(Address): C/o 187, Tulip Apts., Flat No. 301,

Shankar Nagar Road, Behind Ram Nagar Bus Stop,

Shankar Nagar, Nagpur (Mah.) - 440010.

Notified Email ID: ishuk.kde@gmail.com

It shall be the duty of the Purchasers 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 Purchasers, as the case may be.

26. **JOINT PURCHASER:** In case there are Joint Purchasers all communications shall be sent by the Vendors/Developers to the Purchasers 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 Purchasers.

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 Purchasers.

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 of Property Act shall apply.

FIRST SCHEDULE REFERRED TO ABOVE

UNDIVIDED share in ALL THAT PIECE AND PARCEL OF bearing Survey No. 75/2, Jama of Rs. 3.13, undivided share of land admeasuring 0.324 Hectares out of 0.81 Hectares, of Mouza-Hudekeshwar(Khurd), P.H. NO.-37, Class no. I, Tahasil- Nagpur Gramin, District-Nagpur, situated within the limits of the Nagpur Gramin and Project under NMRDA, with name and style "Bhavani Layout", and bounded as under :-

ON THE EAST	: Khasra No. 75/1
ON THE WEST	: Khasra No. 66/A
ON THE NORTH	: Khasra No. 65
ON THE SOUTH	: Khasra No. 74

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

Plot No. _____ admeasuring about _____Sq.Mtrs. (i.e. _____Sq. Ft.), being a portion of the Survey No. 75/2, Jama of Rs. 3.13, undivided share of land admeasuring 0.324 Hectares out of 0.81 Hectares, of Mouza-Hudekeshwar(Khurd), P.H. NO.-37, Class no. I, Tahasil- Nagpur Gramin, District-Nagpur, situated within the limits of the Nagpur Gramin, with name and style "Bhavani Layout", and bounded as under :-

ON THE EAST	:
ON THE WEST	: