

AGREEMENT TO SELL FOR RS. XX,XX,XXX.00 ONLY
(RUPEES XXXXXXXXXXXXX LAKH ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR) RS.
XX,XX,XXX.00 ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this 31st Day of **MARCH, 2023**, BETWEEN:

(1) SMT. SHUBHA W/o RAVINDRA KUMAR KANFADE, Aged 65 Years, Occupation – Retired, PAN AMGPK6326B & AADHAR UID 3756 1844 3071, Resident of Apartment No. A-1, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(2) SHRI. KUPPUSWAMY SHIVA RAMAN, Aged 67 Years, Occupation – Retired, PAN AAWPR2231A & AADHAR UID 6691 1285 7017, Resident of Apartment No. A-2, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(3) SHRI. MOHAN S/o ANANT KELKAR, Aged 61 Years, Occupation – Retired, PAN AGWPK0357L & AADHAR UID 9017 8103 5479, Resident of Apartment No. A-3, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(4-A) SHRI. PRAVIN S/O PRABHAKARRAO PANDE, Aged about 55 Years, Occupation – Service, PAN AFVPP9603G & AADHAR UID 4268 4304 2229 Resident of Apartment No. A-4, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(4-B) MRS. SAVITA W/o SANJAY BRAMHE, Aged about 48 Years, Occupation – Housewife, PAN _____ & AADHAR UID _____ Resident of Apartment No. A-4, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(5) SHRI. PRAKASH S/o LAXMIKANT PANDE, Aged 71 Years, Occupation – Retired, PAN ABKPP3656N & AADHAR UID 4757 8080 0187, Resident of Apartment No. A-5, Ground Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(6) SMT. SUREKHA W/o SURESH DHAWALE, Aged 68 Years, Occupation – Retired, PAN ABHPD7707R & AADHAR UID 2572 3840 5788, Resident of

Apartment No. A-6, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(7) MISS. SANDHYA D/o PRABHAKAR BHALERAO, Aged 70 Years, Occupation – Retired, PAN ABBPB0768J & AADHAR UID 6345 3201 5368, Resident of Apartment No. A-7, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(8) SHRI. PREMRAJ S/o PULLAIYA BODALKAR, Aged 72 Years, Occupation – Retired, PAN ABBPB0763D & AADHAR UID 6852 4379 5205, Resident of Apartment No. A-8, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(9-A) SHRI. GOPALKRISHNAN SUBRAMANIAM IYER, Aged 57 Years, Occupation – Service, PAN AAIP6567J & AADHAR UID 7616 3838 0698;

(9-B) MRS. SUJATA W/o SUBRAMANIAM IYER, Aged 54 Years, Occupation – Housewife, AADHAR UID 8962 2557 7282, Both Residents of Apartment No. A-9, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(10-A) SHRI. R. KRISHNAN S/o LATE SHRI. A.K. RAMAIYER, Aged 73 Years, Occupation – Retired, PAN AAWPR5154Q & AADHAR UID 9121 0554 9325.

(10-B) MRS. KAMALA W/o R. KRISHNAN, Aged 65 Years, Occupation – Retired, PAN ACSPK0461H & AADHAR UID 8418 2393 8517, Both Residents of Apartment No. A-10, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(11-A) SHRI. SANTOSH S/o MADHAOVRAO JOSHI, Aged 73 Years, Occupation – Retired, PAN ABFPJ1612B & AADHAR UID 2010 2620 9960, Resident of Apartment No. B-2, First Floor, "Hemanand Apartments", Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(11-B) MRS. MEENA W/o PRADEEP KHANDEKAR (Nee MISS. MEENA D/o MADHAORAO JOSHI), Aged 62 Years, Occupation – Retired, PAN AIGPK8924R & AADHAR UID 3465 8207 3190, Resident of Plot No.44, Sundarban Layout, Narendra Nagar, Nagpur 440015, Tahsil and District – NAGPUR

(11-C) SHRI. KAUSTUBH S/O ANIL SADHU, Aged 37 Years, Occupation – Service, PAN CLUPS2190C & AADHAR UID 7274 6729 6719, Resident of Plot

No. 54, Income Tax Colony, Pratap Nagar, Nagpur-440022, Tahsil and District – NAGPUR;

(12-A) SHRI. PRABHAJAN S/o DATTATRAYA DESHMUKH, Aged 63 Years, Occupation – Retired, PAN ABAPD6200A & AADHAR UID 2014 2315 7233;

(12-B) SHRI. RAVINDRA S/o DATTATRAYA DESHMUKH, Aged 73 Years, Occupation – Retired, PAN ABPPD3085J & AADHAR UID 9839 5119 1027, Both Residents of Apartment No. A-11, Third Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(13) SHRI. YASHWANT S/o MADHUSUDAN JOSHI, Aged 51 Years, Occupation – Service, PAN ABFPJ8016M & AADHAR UID 4489 0919 4029, Resident of Apartment No. A-12, Second Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(14-A) SHRI. YASHWANT S/o MADHUSUDAN JOSHI, Aged 51 Years, Occupation – Service, PAN ABFPJ8016M & AADHAR UID 4489 0919 4029;

(14-B) MRS. MEDHA W/o YASHWANT JOSHI, Aged 52 Years, Occupation – Housewife, PAN AHGPJ6989E & AADHAR UID 4674 0851 4348, Resident of Apartment No. A-13, Second Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(15) SHRI. V. DHARMARAJAN VENKATARAMAN IYER, Aged 83 Years, Occupation – Retired, PAN AAIP11415P & AADHAR UID 3392 5779 7950, Resident of Apartment No. A-14, Second Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(16) MRS. PRAJKTA W/o PRAVIN TUMBDE, Aged 41 Years, Occupation – Housewife, PAN AKMPT6225C & AADHAR UID 9421 9942 8064, Resident of Apartment No. A-15, Second Floor, “Hemanand Apartments”, Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(17-A) SHRI. RANVIRSINGH CHOUHAN, Aged 82 Years, Occupation – Retired, PAN ABYPC4482H & AADHAR UID 6981 4270 8072;

(17-B) MRS. PRACHI W/o VIKAS SINGH BAYAS (NEE MISS. PRACHI D/o RANVIR SINGH CHOUHAN) Aged 49 Years, Occupation – Service, PAN ACQPB7473D & AADHAR UID 5966 4542 3100;

(17-C) MISS. SHRUTI D/o RANVIRSINGH CHOUHAN Aged 47 Years, Occupation – Service, PAN BOTPS5229H & AADHAR UID 5598 8665 8358;

All Residents of Apartment No. B-1, Ground Floor, "Hemanand Apartments",
Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR;

(18-A) SMT. ARCHANA Wd/o LATE SHRI. AJIT PANDE, Aged 67 Years,
Occupation – Retired, PAN AXYP4352M & AADHAR UID 2634 6247 9286;

(18-B) MISS. ANAGHA D/o LATE SHRI. AJIT PANDE, Aged 37 Years,
Occupation – Service, PAN AXYP4353L & AADHAR UID 9779 7985 1607,
Both Residents of Apartment No. B-3, Second Floor, "Ameya Apartments",
Pande Layout, Khamla, Nagpur-440025, Tahsil and District – NAGPUR; acting
through their duly Constituted Attorney **M/s. DEV ASSOCIATES**, (PAN
AUBPJ1502D) A Proprietorship Firm, having its Office at Plot No. 53, MADHAV
NAGAR, Nagpur and acting through its Proprietor **MR. DEOVRAT JAISWAL S/o
SANJAY JAISWAL**, Aged about 26 Years, Occupation – Business, (Income Tax
Permanent Account No. AUBPJ1502D & Aadhar Unique Identity No 654642050185)
Resident of 30, Ravindra Nagar, Nagpur-440 022, Tahsil and District – NAGPUR
hereinafter all jointly called the **"VENDORS"**, which expression shall unless repugnant
to the context or meaning thereof always mean and include the said **"VENDORS"** as
well as, their respective heirs, legal representatives, executors, administrators, successors
and assigns of the **FIRST PART**.

AND

(1) Client Name 1,

Aged about ____ Years, Occupation - Professional,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Mobile Phone Number: _____,
Email ID: _____,

(2) Client Name 2,

Aged about ____ Years, Occupation - Professional,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Mobile Phone Number: _____,
Email ID: _____,

Both Resident of Flat No. _____
_____.

hereinafter called the **"PURCHASER/S"**, which expression shall unless
repugnant to the context or meaning thereof, always mean and include the said

“PURCHASER/S”, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

M/s. DEV ASSOCIATES, (PAN AUBPJ1502D A Proprietorship Firm, having its Office at Plot No. 53, Madhav Nagar, Nagpur and acting through its Proprietor **MR. DEOVRAT JAISWAL** S/o SANJAY JAISWAL, Aged about 26 Years, Occupation – Business, (Income Tax Permanent Account No. AUBPJ1502D & Aadhar Unique Identity No 654642050185) Resident of 30, Ravindra Nagar, Nagpur-440 022, Tahsil and District – NAGPUR, hereinafter called the **“DEVELOPER / DEVELOPER/ PROMOTER/ CONFIRMING PARTY/ CONFIRMING PARTY”**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **“PROPRIETORSHIP FIRM”**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**.

WHEREAS, the Vendors hereinabove named are the Joint/Co-owners of the property comprising ALL THAT Piece and Parcel of land bearing Plot no. 1 & 2, being a portion of the entire land bearing Kh. Nos. 71, 72 & 73 of MOUZA – KHAMLA, bearing Corporation House Nos. 3647 & 3648, City Survey No. 2098/1 Sheet No. 40, situated at Pande Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as “the project land”*); AND

WHEREAS the Owners hereinabovenamed own and possess the Undivided Proportionate shares and interest in ALL THOSE pieces and parcels of lands bearing Plot Nos. 1 and 2 out of the layout of Khamla Plot Holder’s Co-operative Housing Society Limited, Nagpur containing by admeasurement 1019.41 Sq. Mtrs. (OR 10973 Sq. Ft.) being a portion of the entire land bearing Kh. Nos. 71, 72 & 73 of MOUZA – KHAMLA, Corporation House Nos. 3647 & 3648, City Survey No. 2098/1 Sheet No. 40 of MOUZA – KHAMLA, situated at Pande Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR; AND

WHEREAS ALL THOSE pieces and parcels of lands bearing Plot Nos. 1 and 2 out of the layout of Khamla Plot Holder’s Co-operative

Housing Society Limited, Nagpur containing by admeasurement 1019.41 Sq. Mtrs. (OR 10973 Sq. Ft.) being a portion of the entire land bearing Kh. Nos. 71, 72 & 73 of MOUZA – KHAMLA, bearing Corporation House Nos. 3647 & 3648, City Survey No. 2098/1 Sheet No. 40 of MOUZA – KHAMLA, situated at Pande Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Smt. Jalaubai Fulsingh Thakur, being her separate property, having purchased the same by her from Shri. Ganpatrao Pande, by a Sale Deed in the year of 1938, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. 2145 on even date; AND

WHEREAS the aforesaid Smt. Jalaubai Fulsingh Thakur lateron transferred the aforesaid property by way of Sale to Shri. Nandkishore Mahadeoprasad Chourasiya, by a Sale Deed Dated 06-03-1943, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 319 on even date; AND

WHEREAS the aforesaid Shri. Nandkishore Mahadeoprasad Chourasiya lateron decided to develop the said Plot Nos. 1 and 2 into a Residential Estate by constructing a Multistorieyed Building thereon consisting various self contained separate Apartments therein. And accordingly by an Agreement Dated 02-01-1986, he has entrusted the entire work of Development of the said Plot Nos. 1 and 2 to the M/s Rachayita Builders, a Partnership Firm, having its Office at Dharampeth, Nagpur upon several terms and conditions contained therein; AND;

WHEREAS by the same Agreement, the said Shri. Nandkishore Mahadeoprasad Chourasiya has further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said plot of land in favour of each such individual buyer as may be nominated by the M/s Rachayita Builders; AND

WHEREAS in pursuance of the said agreement the M/s Rachayita Builders has accordingly prepared a plan of a Multistoried building then

proposed to be constructed on the said Plot Nos. 1 and 2 and known and styled as "HEMANAND APARTMENTS" and the same was duly sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/1048/16267 Dated 01-10-1986; AND

WHEREAS on completion of the said Multistoreyed Building standing, the then the aforesaid Society transferred the Undivided proportionate shares and interest in the said Plot of land Togetherwith the Residential Apartments to various prospective buyers/purchasers by various duly registered Sale Deeds; AND

WHEREAS the Vendors lateron jointly decided to redevelop the aforesaid property comprising Plot No. 1 & 2, of Pandey Layout through M/s. Dev Associates, a Proprietary Concern, having its Office at Plot No. 53, Madhav Nagar, Nagpur into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments and Shops therein; AND

WHEREAS, in terms of the Agreement of Development dated 04-07-2022, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 6445 on even date, the Vendors have entrusted the entire work of Development of the aforesaid Property to M/s. Dev Associates, the Developer/ Promoter/ Confirming Party hereinabovenamed upon the several terms and conditions contained therein; AND

WHEREAS, by the same Agreements the Vendors have further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot/Piece of Project land in favour of each such individual prospective buyer(s) as may be nominated by the Developer/ Promoter/ Confirming Party hereto; AND

WHEREAS, the Vendors has executed Irrevocable General Power of Attorney in favour of the Confirming Party hereto on 04-07-2022 and the same is also duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 at Sr. No. 6446 on even date; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has proposed to construct a RESIDENTIAL & COMMERCIAL ESTATE on the Project Land by

constructing a Multistoried Building consisting of various self contained separate Apartments therein; AND

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

WHEREAS, the Developer/ Promoter/ Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; ***authenticated copy is attached in Annexure ‘F’;***

WHEREAS, the Developer/ Promoter/ Confirming Party has appointed following professionals :

Architect	:	Lokesh Kadu Address: Emanate Designs, JB Wing, Mangalwari Complex Sadar, Nagpur.
Structural Engineer	:	Ashwin Sonwane Address: NeoAble Engineers, Abhyankar Nagar, Nagpur.

WHEREAS, the Vendors and the Developer/ Promoter/ Confirming Party has sole and exclusive right to sell the Apartments in the said building/s to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Developer/ Promoter/ Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications 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 Developer/ Promoter/ Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendors to sell the same on ownership basis. The Purchaser hereby confirms that the

Vendors have 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 Vendor; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of Property card 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 Annexure 'B', respectively***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the Assistant Director of Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. NMO/B/2023/APL/01151 dated: 30-01-2023 have been ***annexed hereto and marked as Annexure C***; AND

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D***; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the Developer/ Promoter/ Confirming Party for purchase of the **Apartment/Shop No. ____** on _____ **FLOOR** being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

- i) **Carpet area** : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts,

exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

- ii) **Balcony** : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.
- iii) **Open Terrace:** For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.
- iv) **Common Areas** : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/ Promoter/ Confirming Party 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 consists of a Multistoried Building on the said Project Land and to be known and styled as "1 DEV HEIGHTS" consists of 1 (ONE) independent and separate Multistoreyed Building consists of the Ground Floor and Five Upper Floors. There are 3 (Three) Apartments each on the FIRST to TENTH FLOOR. There are 6 (SIX) Shops on GROUND FLOOR. Thus, there are in all 30 (Thirty) independent and self contained separate Apartments and 6 (Six) Independent and self contained separate Shops in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party and the Developer/ Promoter/ Confirming Party hereby agrees to sell to the Purchaser **Apartment No. ____ having carpet area admeasuring ____ Sq. Meters on _____ FLOOR**, (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. _____/- (Rupees _____ Only)**. After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Developer/ Promoter/ Confirming Party agrees to sell to the Purchaser the Said Apartment for a lump sum of **Rs. _____/- (Rupees _____ Only)** to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party towards the said Apartment hereinafter referred to as the **"Consideration amount"**. The Developer/ Promoter/ Confirming Party specifically declares, and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The total aggregate consideration amount for the said Apartment excluding Allotted Covered Parking Space, **MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit** is thus Rs. _____/-.

1.c *The Purchaser has paid on or before execution of this agreement a sum of Rs*

_____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Developer/ Promoter/ Confirming Party the balance amount of Rs _____/ Rupees _____) in the following manner :-

i. Amount of Rs.-/-(.....) (not exceeding 30% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party after the execution of Agreement

ii. Amount of Rs.-/-(.....) (not exceeding 45% of the total consideration) to

be paid to the Developer/ Promoter/ Confirming Party on completion of the Plinth of the building or wing in

which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party on completion of the slabs including podiums and stilts

of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party on completion of the walls, internal plaster, floorings

doors and windows of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party on completion of the Sanitary fittings, staircases, lift

wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party on completion of the external plumbing and external

plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Developer/ Promoter/ Confirming Party on completion of the lifts, water pumps, electrical

fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy

certificate or completion certificate.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter/ Confirming Party by way of GST, 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 Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & Insurance Premium

as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party indemnified against the same. 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 GST as may be applicable) etc. simultaneously with the payment of each installment.

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 Developer/ Promoter/ Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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.f The Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party.

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

to an Purchaser by the Promoter

1.h The Developer/ Promoter/ Confirming Party shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit then Developer/ Promoter/ Confirming Party shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer/ Promoter/ Confirming Party 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.i The Purchaser do hereby authorizes the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer/ Promoter/ Confirming Party to adjust her/his payments in any manner.

2.1 THAT, the Developer/ Promoter/ Confirming Party 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 Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Unit.

2.2 THAT, Time is essence for the Vendors as well as the Purchaser. The Developer/ Promoter/ Confirming Party shall abide by the time schedule for completing the project and handing over the Unit to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and

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

3. The Developer/ Promoter/ Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is _____ **Sq. Mtrs** only and Developer/ Promoter/ Confirming Party has utilized Floor Space Index of _____ **Sq. Mtrs** by availing of TDR and Premium by implementing scheme as mentioned in the Development Control Regulation. The Developer/ Promoter/ Confirming Party has disclosed the Floor Space Index of _____ **Sq. Mtrs** as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer/ Promoter/ Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/ Promoter/ Confirming Party only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date. It is expressly made clear that available land at site is marginally lesser on actual measurement at site and same is shown in the sanctioned plan.

4.1 If the Developer/ Promoter/ Confirming Party fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Developer/ Promoter/ Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer/ Promoter/ Confirming Party.

4.2 Without prejudice to the right of the Developer/ Promoter/ Confirming Party to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the Developer/ Promoter/ Confirming Party shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Developer/ Promoter/ Confirming Party within a period of 15 days, then the Developer/

Promoter/ Confirming Party shall be entitled to terminate this Agreement and deduct a fixed & absolute amount of Rs. 2,00,000/- (Rupees Two Lacs Only) from the Consideration Amount towards liquidated damages and other administrative expenses. In the event of termination Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Developer/ Promoter/ Confirming Party, then the Developer/ Promoter/ Confirming Party shall deduct a fixed & absolute amount of Rs. 2,00,000/- (Rupees Two Lacs Only) from the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Unit has been booked by another Purchaser. In the event of cancellation by Purchaser, the Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

5. The fixtures and fittings about the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer/ Promoter/ Confirming Party in the said building and the Unit as are set out in **Annexure - 'D', annexed hereto**.

6. The Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser on or before _____. If the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Developer/ Promoter/ 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 etc. are paid by the Purchaser in full to the Developer/ Promoter/ Confirming Party hereto.

Provided further that the Developer/ Promoter/ Confirming Party 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 etc ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession – The Developer/ Promoter/ Confirming Party 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 Unit 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 Developer/ Promoter/ Confirming Party shall give possession of the said Unit to the Purchaser. The Developer/ Promoter/ Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Promoter/ Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/ Promoter/ Confirming Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice/email from the Developer/ Promoter/ Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Developer/ Promoter/ Confirming Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer/ Promoter/ Confirming Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.4 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 Developer/

Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party, compensation for such defect in the manner as provided under the Act.

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 multistoried 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 The Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Developer/ Promoter/ Confirming Party else Purchaser shall be treated as a trespasser.

7.7 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 The Vendor/Developer/ Promoter/ 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 GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor/Developer/ Promoter/ 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 Developer/ Promoter/ Confirming Party.

7.9 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 parking space only for purpose of keeping or parking vehicle.

8.2 It is understood by the Purchaser that the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 The Developer/ Promoter/ Confirming Party shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer/ Promoter/ Confirming Party and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Developer/ Promoter/ Confirming Party shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer/ Promoter/ Confirming Party and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Developer/ Promoter/ Confirming Party 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, 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Developer/ Promoter/ Confirming Party shall not carry any interest and remain with the Developer/ Promoter/ Confirming Party until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer/ Promoter/ Confirming Party to the Society or the Limited Company, as the case may be.

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

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. for deposit towards provisional monthly contribution

towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ PROMOTER/ CONFIRMING PARTY:

The Developer/ Promoter/ Confirming Party hereby represents and warrants to the Purchaser as follows:

- i. The Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party confirms that the Developer/ Promoter/ Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Developer/ Promoter/ Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- x. The Developer/ Promoter/ Confirming Party 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.
- xi. 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 Developer/ Promoter/

Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party and/or the Society/ 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 Developer/ Promoter/ Confirming Party within fifteen days of demand by the Developer / Developer/ Promoter/ Confirming Party/ Confirming Party, 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. Pay to the Developer/ Promoter/ Confirming Party within fifteen days of demand by the Promoter, 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
- x. 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.

- xi. 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 Developer/ Promoter/ Confirming Party under this Agreement are fully paid up.
- xii. 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.
- xiii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Developer/ Promoter/ Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiv. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Developer/ Promoter/ Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof
- xv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer/ Promoter/ Confirming Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.
- xvi. The Purchaser shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Purchaser/s have deemed to be done the work at his/her/their respective consequences and liability.

15. The Developer/ Promoter/ Confirming Party shall maintain a separate account in respect of sums received by the Developer/ Promoter/ Confirming

Party 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The 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 Developer/ Promoter/ Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. DEVELOPER/ PROMOTER/ CONFIRMING PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/ Promoter/ Confirming Party 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.

. 18. BINDING EFFECT :

Forwarding this Agreement to the Purchaser by the Developer/ Promoter/ Confirming Party does not create a binding obligation on the part of the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party. If the Purchaser(s) fails to execute and deliver to the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party, then the Developer/ Promoter/ Confirming Party 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.

19. 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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:

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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

23. 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 to the total carpet area of all the Apartment in the said Project.

24. FURTHER ASSURANCES :

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

25. PLACE OF EXECUTION:

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

26. The Purchaser and/or Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party will attend such Office and admit execution thereof.

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

- 1. MR._____
- 2. MRS._____
- (Name of Purchaser)
- Both R/o _____
- (Purchaser's Address)

Notified Email ID : _____

(DEOVRAT JAISWAL)
Proprietor of M/S. DEV ASSOCIATES
As duly Constituted Attorney Notified Email ID :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – “A” ABOVE REFERRED TO

Description of the Project land

ALL THOSE pieces and parcels of lands bearing Plot Nos. 1 and 2 out of the layout of Khamla Plot Holder’s Co-operative Housing Society Limited, Nagpur containing by admeasurement 1019.41 Sq. Mtrs. (OR 10973 Sq. Ft.) being a portion of the entire land bearing Kh. Nos. 71, 72 & 73 of MOUZA – KHAMLA, TOGETHERWITH the existing more than 35 Years old entire R.C.C. Superstructures comprising individual Apartment(s) in the existing more than 35 Years old Multistoreyed Building standing thereon consisting of 18 (EIGHTEEN) independent and self contained separate Apartments therein and known and styled as “HEMANAND APARTMENTS”, including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto and including also the Undivided proportionate share in the common areas and facilities provided to the said building, bearing Corporation House Nos. 3647 & 3648, City Survey No. 2098/1 Sheet No. 40 of MOUZA – KHAMLA, situated at Pande Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, and bounded as under :

- ON THE EAST - BY 30 FT. WIDE ROAD,**

- ON THE WEST - BY KHAMLA ROAD,**

- ON THE NORTH - BY OPEN LAND & PLOT NO. 3,**

- ON THE SOUTH - BY 50 FT. WIDE ROAD.**

SCHEDULE – “B” ABOVE REFERRED TO

Description of the Unit

Name of Building : 1 DEV HEIGHTS

Unit No.	Floor	Carpet Area Sq. Mtrs	Enclosed Balcony Sq. Mtrs	Open Balcony Sq. Mtrs	Undivided Share in Land (%)

The said Unit is bounded as under :

ON THE EAST : _____
ON THE WEST : _____
ON THE NORTH : _____
ON THE SOUTH : _____

SCHEDULE – “C” ABOVE REFERRED TO
[Description of common areas and facilities]

- a) The parcel of land described in paragraph FIRST of this Deed.
- b) Common passage leading to the Stair Way.
- c) Compound wall on all FOUR sides.
- d) The following facilities located throughout the building as shown below.
 - i) One Sump with Electric Motor and Pump.
 - ii) A Well with electric motor Pump.
 - iii) One Corporation Water Connection.
 - iv) Plumbing network throughout the Building.
 - v) Electric Wiring network throughout the Building.
 - vi) Necessary light and public water connection.
 - vii) Three Overhead Water Tanks (including one for firefighting).
 - viii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

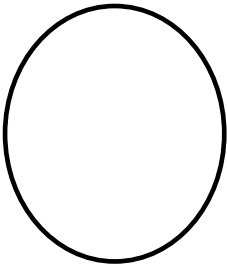
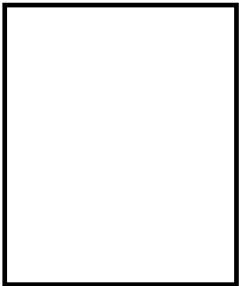
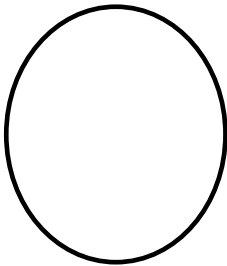
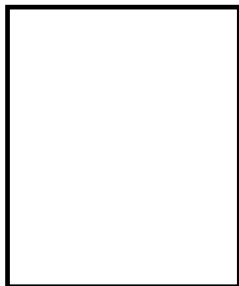
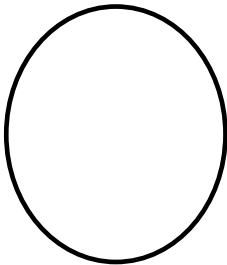
ix) AND in general all apparatus and installations existing for common use.

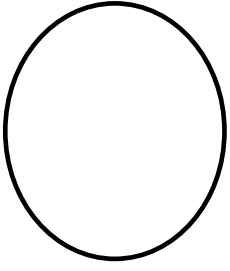
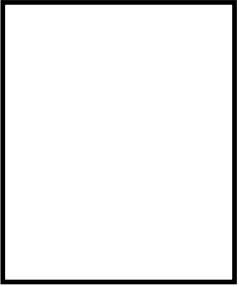
SCHEDULE – “D” ABOVE REFERRED TO
FLOOR PLAN

SCHEDULE – “F” ABOVE REFERRED TO
MAINTENANCE SCHEDULE

Rs. X,00,000/- Towards initial Maintenance Deposit to be paid on or before
Registration of Sale Deed

Rs. X,00,000/-
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SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(DEOVRAT JAISWAL) Proprietor of M/S. DEV ASSOCIATES As duly Constituted Attorney for the
02			FOR M/S. DEV ASSOCIATES (DEOVRAT JAISWAL) Proprietor
03			(1) (Client Name 1)

04			(2) (Client Name 2) <u>PURCHASER</u>
<u>WITNESSES :</u> (1) _____ (2) _____			