

“ANJANEYA CREST”
AGREEMENT FOR SALE

FOR RS. _____ /-
(Rupees _____ Only)

GOVT. READY RECKONER VALUE (FOR STAMP DUTY PURPOSE)

RS. _____ /-, STAMPS RS. _____ /-

THIS AGREEMENT FOR SALE of Apartment is made and executed at Nagpur on this _____ day of _____, 2024.

B E T W E E N

1) MR. DAMODHAR S/O. PARASRAM KATULWAR

aged 87 years, occ. Retired, **PAN. AVYPK2111P**
Resident of Plot No 31, Prashant Nagar, Wardha Road,
Ajni Chowk, Near Mount Carmel School,
Vivekanand Nagar, Nagpur - 440015
Aadhar No.4338 3694 8259, Mobile No. 9890725470

2) MRS. SUJATA W/O VIDYADHAR KHAPARDE,

aged 86 years, occ. House Wife, **PAN. CRAPK0048P**
Resident of Plot No 31, Prashant Nagar, Wardha Road,
Ajni Chowk, Near Mount Carmel School,
Vivekanand Nagar, Nagpur - 440015
Aadhar No.7417 8047 3624, Mobile No. 9823015161

3-A) MR. PRAFULLA S/O. DATTATRAY GODSE

aged about 55 years, occ. Service, **PAN AENPG4456M**
Resident of Plot No. 31, Prashant Nagar, Wardha Road,
Ajni Chowk, Near Mount Carmel School,
Vivekanand Nagar, Nagpur - 440015
Aadhar No. 5059 3145 5792, Mobile No. 9673008100

3-B) MRS. SUVARNA W/O PRAFULLA GODSE

aged about 49 years, occ. House Wife, **PAN BCEPG0439E**
Resident of Plot No. 31, Prashant Nagar, Wardha Road,
Ajni Chowk, Near Mount Carmel School,
Vivekanand Nagar, Nagpur - 440015
Aadhar No. 5341 6278 5798, Mobile No. 9673008100

4) MR. SANDIP S/O NAMDEVRAO WADIBHASME

aged about 42 years, occ. Service, **PAN ACEPW6773A**
Resident of Plot No. 31, Prashant Nagar, Wardha Road,
Ajni Chowk, Near Mount Carmel School,
Vivekanand Nagar, Nagpur - 440015
Aadhar No.8996 6600 2731, Mobile No. 9823156569

5-A) MR. RAJENDRA S/O BABURAO CHAKOR

aged about 56 years, occ. Business, **PAN AMTPC4436D**
Resident of Quarter No. G/6, Dipanjali Apartment,
Jaitala Road, Near Saraswati Shishu Mandir,

Keshav Madhav Nagar, Nagpur 440036
Aadhar No.2014 8712 3895, Mobile No. 9422123784

5-B) MR. PRASHANT S/O BABURAO CHAKOR
aged about 54 years, occ. Business, **PAN AOPPC1281G**
Resident of Plot No 31, Near Hanuman Mandir,
Prashant Nagar, Nagpur - 440015
Aadhar No.4991 1677 6224, Mobile No. 7507715753

6-A) MRS ARCHITA W/O VIVEK SHASTRI
aged about 53 years, occ. Service, **PAN CFMPS2940N**
Resident of Plot No 31, Near Hanuman Mandir, Corporation Colony, Prashant Nagar, Ajni
Square, Nagpur - 440015
Aadhar No.7999 5206 7170, Mobile No. 9860979915

6-B) MR SWAROOP S/O VIVEK SHASTRI
aged about 29 years, occ. Service, **PAN FZAPS7635R**
Resident of Plot No 31, Near Hanuman Mandir, Corporation Colony, Prashant Nagar, Ajni
Square, Nagpur - 440015
Aadhar No.8365 4848 9231, Mobile No. 7387727670

All acting through their duly Constituted Attorney

M/s. YASH INFRAVENTURES, a Registered Partnership Firm, having its Registered Office at Block No 12, 13 & 14 Ground Floor, NKY Towers, Ajni Chowk, Wardha Road, Nagpur - 440015 Income Tax Permanent Account No. AACFY7417M and represented through it's Authorized Partners :

- 1) MR. VIVEK S/O TRYAMBAKRAO KUNAWAR**
Aged about 53 Years, Occupation Business,
Aadhar Unique Identity No. 9995 7295 6474, Mobile No. 8888889933
Resident of Apartment No 001, Megh, Yashodham Enclave, Prashant Nagar Ajni Square,
Nagpur - 440015,
- 2) MR. VIJAY S/O TILOKCHAND BORUNDIYA**
aged about 60 Years, Occupation Business,
Aadhar Unique Identity No. 5015 0833 5269, Mobile No. 9422192661
Resident of Apartment No 001, Malhar, Yashodham Enclave, Prashant Nagar Ajni Square,
Nagpur- 440015,

hereinafter called the "**VENDOR**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDOR**" as well as, its legal heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART. AND**

M/s. YASH INFRAVENTURES a Registered Partnership Firm, having its Registered Office at Block No 12, 13 & 14 Ground Floor, NKY Towers, Ajni Chowk, Wardha Road, Nagpur - 440015 Income Tax Permanent Account No. AACFY7417M and represented through it's Authorised Partner :

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Aadhar Unique Identity No. 5015 0833 5269, Mobile No. 9422192661
Resident of Apartment No 001, Malhar, Yashodham Enclave, Prashant Nagar Ajni Square,
Nagpur- 440015,

hereinafter called the **“BUILDER , DEVELOPERS** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **“PARTNERSHIP FIRM** and its **PARTNERS”**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

1) **SHRI** _____ ,
Aged about ____ years, occ. _____ , **PAN.** _____
Aadhar No. _____ , Mobile No. _____
1) **SMT.** _____ ,
Aged about ____ years, occ. _____ , **PAN.** _____
Aadhar No. _____ , Mobile No. _____
Both r/o _____

hereinafter called the **“PURCHASER”**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **“PURCHASER”**, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**,

WHEREAS : 1) The Vendors are absolute & exclusive owners and in possession of all that piece and parcel of property consisting of Freehold (Malik Makbuja) Land bearing Plot No. 31 (Thirty-One) admeasuring about 1067.5 Sq. Mtrs. (11490 Sq. Ft.) in the layout known as “Hindustan Housing Layout” being the part of entire land bearing Khasara No. 104/1, City Survey No. 2047, Sheet No. 41, of Mouza – Ajni together with 6(Six) Self-contained Residential Blocks/Apartment thereon constructed and developed by Nagpur Corporation Employee’s Gruh vikas Co-operative Society Limited situated at Corporation Colony, Prashant Nagar, Ajni Square, Wardha Road, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 5 in Tah. & Dist. Nagpur including all other easementary rights appurtenant and belonging thereto, each having 1/6th Undivided share in the said Land. Hereinafter only land is referred as ‘PLOT’ or ‘LAND’ construction of the Blocks/ Apartments thereon is referred as ‘SCHEME’, all 6 (six) Blocks/Apartments are individually referred as Block/Apartment with respective number and collectively referred as the said ‘BLOCKS/APARTMENT’ and land together with construction thereon is referred as said ‘PROPERTY’. The chart reflecting the prevailing title ownership & possession of the Blocks/Apartments of respective owners in the scheme with their respective undivided share in the land is mentioned below for ready reference:

CHART REFLECTING PRESENT TITLE OWNERSHIP OF BLOCK/APARTMENTS WITH UNDIVIDED SHARE IN THE LAND

Sr. No.	Name of Block /Apartment Owner	Block/ Apartment No.	NMC House No.	Floor	Size-Built Up Area (Sq. Mtrs.)	Undivided Share in Land
1.	Mr. Damodhar Parasramji Katulwar	1	529/C	Ground & First	59.21	1/6 th
2.	Mrs. Sujata Vidyadhar Khaparde	2	529/B	Ground & First	59.21	1/6 th
3.	a) Mr. Prafulla Dattatray Godse b) Mrs. Suvrana Prafulla Godse	3	529/A	Ground & First	59.21	1/6 th
4.	Mr. Sandip Namdeorao Wadibhasme	4	529	Ground & First	59.21	1/6 th
5.	a) Mr. Rajendra Baburao Chakor b)Mr. Prashant Baburao Chakor	5	529/E	Ground & First	59.21	1/6 th
6.	a) Mrs. Archita Vivek	6	529/D	Ground &	59.21	1/6 th

	Shastri b) Mr. Swaroop Vivek Shastri			First		
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ii) The Land bearing Khasara No. 104/1 of Mouza – Ajni situated at Corporation Colony, Prashant Nagar, Ajni Square, Wardha Road, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 5 in Tah. & Dist. Nagpur {Hereinafter referred as the “ ENTIRE LAND”} was owned and possessed Hindusthan Housing Company Limited, having its Registered Office at 51, Mahatma Gandhi Road, Bombay – 1 {Hereinafter called to and referred as the said “COMPANY”}; AND

iii) The Company has decided to develop the layout on said entire land by carving plots of different sizes and accordingly prepared the layout plan and submitted the same to the Nagpur Improvement Trust for sanction, which was duly sanctioned & approved by the Nagpur Improvement Trust in Pursuance to the Agreement Between the Company and Nagpur Improvement Trust; AND

iv) The Company acting through its attorney Mr. G. V. Kripalani has transferred, conveyed and assigned the said Plot way of sale to the Nagpur Corporation Gruhvikas Co-operative Society Limited, Nagpur, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. B/3880 having its office at Nagpur {Hereinafter called to and referred as the said “SOCIETY”} by executing Sale Deed 19/08/1969, duly registered in the office of joint Sub-Registrar Nagpur at Serial No. 4304 on even date.

v) The Society with the help and contribution of the members, had developed the said Plot by constructing 6 (Six) self-contained Blocks/Apartments thereon as per the building plan duly sanctioned by the Building Engineer of Nagpur Improvement Trust vide Building Permit No. CS/10273/8090 Dated 06/08/1970.

vi) The Society has decided transfer, convey and assign the Blocks/Apartments developed on said Plot to its Member(s), who have contributed for construction with 1/6th Undivided share in the said Plot by executing Sale Deeds to that effect.

vii) BLOCK/APARTMENT NO. 1

- a) The Society has transferred, conveyed and assigned the said Block/Apartment No. 1 (One) by way of sale to Mr. Damodhar Parasramji Katulwar by executing Sale Deed dated 20/12/2001, duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1320/2001 on 21/12/2001.
- b) There was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deed, which is rectified and corrected by the Society by executing and registering the Correction Deed dated 21/01/2006, duly registered in the office of joint Sub-Registrar Nagpur No. 06 bearing Document No. 314/2006 on even date.
- c) In view of the above, presently the said Block/ Apartment No. 1 (One) is absolutely & exclusively owned and possessed by the Vendor No. 1 with all rights and interest.

viii) BLOCK/APARTMENT NO. 2

- a) The Society has transferred, conveyed and assigned the said Block/Apartment No. 2 (Two) by way of sale to Mrs. Sujata Vidyadhar Khaparde by executing Sale Deed dated 27/12/2001, duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1392/2001 on 28/12/2001.
- b) There was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deed, which is rectified and corrected by the Society by executing and registering the Correction Deed dated 17/02/2006, duly registered in the office of joint Sub-Registrar Nagpur No. 06 bearing Document No. 729/2006 on even date.
- c) In view of the above, presently the said Block/ Apartment No. 2 (Two) is absolutely & exclusively owned and possessed by the Vendor No. 2 with all rights and interest.

ix) BLOCK/APARTMENT NO. 3

- a) The Society has transferred, conveyed and assigned the said Block/Apartment No. 3 (Three) by way of sale to Mr. Prafulla Dattatray Godse (Party No. 3-A) by executing Sale Deed dated 31/12/2001, duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1517/2001 on even date.
- b) Mr. Prafulla Dattatray Godse (Party No. 3-A) has sold said Block/Apartment No. 3 (Three) to his brother Mr. Uday S/o Dattatray Godse by executing Sale Deed dated 31/10/2012, duly registered in the office of Joint Sub-Registrar Nagpur No. 3 bearing Document No. 6480/2012 on even date.
- c) Mr. Uday S/o Dattatray Godse has taken the loan from Nagpur Mahanagar Palika Karmachari Sah. Bank Ltd. Mahal, Nagpur, (Hereinafter called to and referred as the said 'Bank') against the said Block/Apartment and mortgaged the said Apartment with Bank by executing & registering mortgage deed; AND
- d) Mr. Uday S/o Dattatray Godse has repaid loan amount along with interest and the said Bank has issued No. Due Certificate dated 03/06/2023 and the said Bank has also executed and registered the reconveyance deed dated 14/06/2023.
- e) Mr. Uday S/o Dattatray Godse has transferred, conveyed and assigned the said Block/Apartment No. 3 (Three) by way of sale to Party No. 3-A & 3-B by executing Sale Deed dated 17/07/2018, duly registered in the office of Joint Sub-Registrar Nagpur No. 3 bearing Document No. 3028/2018 on even date.
- f) Due to inadvertence some details of said Block/Apartment No. 3 (Three) could not be incorporated in the schedule of property and there was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deeds, which is rectified and corrected by the Society and Mrs. Neha Uday Godse, Mr. Safalya Uday Godse & Miss Samruddhi Uday Godse (legal heirs of Late Mr. Uday S/o Dattatray Godse) by executing and registering the Correction Deed dated 16/05/2023, duly registered in the office of Joint Sub-Registrar Nagpur No. 03 bearing Document No. 2918/2023 on even date.
- g) In view of the above, presently the said Block/Apartment No. 3 (Three) is absolutely & exclusively owned and possessed by the Owner No. 3-A & 3-B with all rights and interest.

x) BLOCK/APARTMENT NO. 4

- a) The Society has transferred, conveyed and assigned the said Block/Apartment No. 4 (Four) by way of sale to Mr. Namdeo Sitaram Wadibhasme by executing Sale Deed dated 28/12/2001,

duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1396/2001 on even date.

- b) There was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deed, which is rectified and corrected by the Society by executing and registering the Correction Deed dated 17/02/2006, duly registered in the office of joint Sub-Registrar Nagpur No. 06 bearing Document No. 727/2006 on even date.
- c) Mr. Namdeo Sitaram Wadibhasme left for his heavenly abode on 12/11/2008 and the said Block/Apartment No. 4 (Four) succeeded and inherited by the Owner No. 4, Mrs. Indubai Namdeorao Wadibhasme, Mrs. Kumud Prakshrao Mehar, Mrs. Sushma Shashikantrao Kawalkar, Mrs. Sneha Narendra Bavankar, Mrs. Jyoti Raju Sakore, Mrs. Lalita Pradiprao Hivre & Mrs. Ranjana Rakesh Butle being the only legal heirs of deceased as per the law of succession.
- d) Mrs. Indubai Namdeorao Wadibhasme, Mrs. Kumud Prakshrao Mehar, Mrs. Sushma Shashikantrao Kawalkar, Mrs. Sneha Narendra Bavankar, Mrs. Jyoti Raju Sakore, Mrs. Lalita Pradiprao Hivre & Mrs. Ranjana Rakesh Butle have relinquished their respective undivided share, right, interest and possession in the said Block/Apartment No. 4 (Four) in favour of the Owner No. 4 by executing Relinquishment Deed dated 07/01/2019, duly registered in the office of Joint Sub-Registrar Nagpur No. 06 bearing Document No. 114/2019 on even date.
- e) In view of the above, presently the said Block/Apartment No. 4 (Four) is absolutely & exclusive owned and possessed by the Owner No. 4, with all rights and interest.

xi) BLOCK/APARTMENT NO. 5

- a) The Society has transferred, conveyed and assigned the said Block/Apartment No. 5 (Five) by way of sale to Mr. Baburao Sitaram Chakor by executing Sale Deed dated 28/12/2001, duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1394/2001 on even date.
- b) There was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deed, which is rectified and corrected by the Society by executing and registering the Correction Deed dated 17/02/2006, duly registered in the office of joint Sub-Registrar Nagpur No. 06 bearing Document No. 734/2006 on even date.
- c) Mr. Baburao Sitaram Chakor left for his heavenly abode on 01/09/2005 and the said Block/Apartment No. 5 (Five) succeeded and inherited by the Owner No. 5-A, Owner No. 5-B, Mrs. Kamini Baburao Chakor, Mrs. Kalpana Dnyaneshwar Ladse, Mrs. Sushma Sunilrao More & Mrs. Archana Dineshrao Khadatkhar being the only legal heirs of deceased as per the law of succession.
- d) Mrs. Kalpana Dnyaneshwar Ladse, Mrs. Sushma Sunilrao More & Mrs. Archana Dineshrao Khadatkhar have relinquished their respective undivided share, right, interest and possession in the said Block/Apartment No. 5 (Five) in favour of the Mrs. Kamini Baburao Chakor by executing Relinquishment Deed Dt. 22/10/2018, duly registered in the office of Joint Sub-Registrar Nagpur No. 04 bearing Document No. 6297/2018 on even date.
- e) Mrs. Kamini Baburao Chakor has relinquished her 4/6th undivided share, right, interest and possession in the said Block/Apartment No. 5 (Five) in favour of the Owner No. 5-A by executing Relinquishment Deed dated 02/04/2019, duly registered in the office of Joint Sub-Registrar Nagpur No. 04 bearing Document No. 2216/2019 on even date.
- f) There was one more Relinquishment Deed dated 04/02/2021, duly registered in the office of Joint Sub-Registrar No. 4 bearing Document No. 1076 on even date pertaining to said Apartment/Block No. 5 (Five) between the Owner No. 5-A and 5-B, which is declared as null

and void by Award/Order dated 30/04/2023 passed by the Hon'ble National Lok Adalat in the Case Sr. No. 70/23 in pursuance to settlement between the Owner No. 5-A, Owner No. 5-B and the Developer vide Settlement Deed dated 29/04/2023.

- g) In view of the above, presently the said Block/Apartment No. 5 (Five) is absolutely & exclusively owned and possessed by the Vendor No. 5-A & 5-B with all rights and interest.

xii) BLOCK/APARTMENT NO. 6

- a) The society has transferred, conveyed and assigned the said Block/Apartment No. 6 (Six) by way of sale to Mrs. Vasudha Vinayak Shastri by executing Sale Deed dated 24/12/2001, duly registered in the office of joint Sub-Registrar Nagpur No. 03 bearing Document No. 1343/2001 on even date.
- b) There was mistake in undivided share mentioned in the schedule of property of the above-mentioned Sale Deed, which is rectified and corrected by the Society by executing and registering the Correction Deed dated 17/02/2006, duly registered in the office of joint Sub-Registrar Nagpur No. 06 bearing Document No. 728/2006 on even date.
- c) Mrs. Vasudha Vinayak Shastri left for her heavenly abode on 11/05/2012 intestate and the said Block/Apartment No. 6 (Six) succeeded and inherited by her husband Mr. Vinayak Damodhar Shastri, two sons namely Mr. Vishwas Vinayak Shastri, Mr. Vivek Vinayak Shastri and two daughters namely Mrs. Vandana Arun Godse and Mrs. Varsha Meher Pophali being the only legal heirs of deceased as per the law of succession.
- d) During the course of time the aforesaid Mr. Vivek Vinayak Shastri left for his heavenly abode on 14/11/2013 intestate and his undivided share in the said Block/Apartment No. 6 (Six) succeeded and inherited by his widow Mrs. Archita Vivek Shastri and son Mr. Swaroop Vivek Shastri, being the only legal heirs of deceased as per the law of succession.
- e) The co-owners Mr. Vinayak Damodhar Shastri, Mr. Vishwas Vinayak Shastri, Mrs. Vandana Arun Godse and Mrs. Varsha Meher Pophali relinquished their respective undivided share, right, interest and possession in the said Block/Apartment No. 6 (Six) in favour of Owner No. 6-A & 6-B by executing Relinquishment Deed dated 11/10/2021, duly registered in the office of Joint Sub-Registrar Nagpur No. 04 bearing Document No. 7988/2012 on even date.
- f) In view of the above, presently the said Block/Apartment No. 6(Six) is absolutely & exclusively owned and possessed by the Vendor No. 6-A & 6-B with all rights and interest.

xiii) The said scheme is almost 50 (Fifty) year old and is presently in dilapidated condition and requires major structural repairs and other upliftment, and the Owners, instead of repairing desired to demolish the Block/Apartments and propose to re-construct/re-develop a Multi-Storied Building thereon consisting of various self – contained separate Residential Apartment; AND

xiv) As per the Unified Development Control and Promotion Regulation for Maharashtra State and other applicable provision of laws, there is a possibility of constructing more Residential Apartment on said Plot as compare to existing Blocks/Apartment, by making use of the existing Floor space index ("FSI"), Ancillary FSI & Premium FSI in respect of the said plot and further by purchasing the Transfer of Development Rights ("TDR") / Transit Oriented Development ("TOD").

xv) The Vendors do not have any experience of the construction activity, technical know how and special expertise and also do not have requisite finance to re-develop the said plot, thus the Vendors have decided to assign all development & selling rights to the Builder against the consideration of the Residential Apartment to be retained by them; AND

xvi) The Vendors have approached the Builder for re-developing the said Property and have assured the Builder that they are co-owners of said Plot having 100 % undivided share, right & interest (as

mentioned above in chart) and the Builder has also verified the papers and documents produced by Vendors and are satisfied with the property, title and possession. They have also assured the Builder that there is no material or latent or patent defects in the title, possession etc. and it is marketable too & the Vendors have absolute right and full authority to convey, assign and transfer rights and interest in the said Property; AND

xvii) The Vendors entered into an Agreement Of Development with the Builder, in respect of the said Property on 13/08/2023 & the same is registered on the same date in the Office of Sub-Registrar Nagpur No. 2 having Registration No. 5645 - 2023. AND

xviii) The Vendors also executed Irrevocable General Power of Attorney in favour of the Builder in respect of the said Property on 13/08/2023 & the same is registered on the same date in the Office of Sub-Registrar Nagpur No. 2 having Registration No. 5646 - 2023. AND

xix) The Builder has got the sanctioned building Plan vide building permit No. 216385, permit No. NNO/B/2023/APL/02260 proposal code No. NMO-23-84367 dt. 18/08/2024 issued by deputy director of Town Planning Nagpur Municipal Corporation herein after called to and referred as building plan or Sanctioned building plan. AND

xx) The Builder has to construct a multi-storied building consisting of various self contained apartments therein over the said plot of land. AND

xxi) The Property has been submitted to the Provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970, by executing and Registering a DEED OF DECLARATION under section 2 in the form-A in the said Act and same is registered in the office of the Joint Sub-Registrar Nagpur No. ____ at document Registration No. _____

B. The said Land is earmarked for the purpose of building a residential project, comprising a multistoried apartment building and the said project shall be known as "ANJANEYA CREST".

C. The Vendor and Builder is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said land on which Project is to be constructed have been completed;

D. WHEREAS, the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the 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

E. The proposed building is known and styled as "ANJANEYA CREST" to be constructed as per the sanctioned building plan vide building permit No. 216385, permit No. NMO/B/2023/APL/02260 proposal code No. NMO-23-84367 dt. 18/01/2024 issued by deputy director of Town Planning Nagpur Municipal Corporation herein after called to and referred as building plan or Sanctioned building plan.

AND WHEREAS the Directorate of Fire and Emergency Services, Nagpur - Maharashtra has issued a No Objection Certificate for the above said land, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Nagpur, Tah. and Dist. Nagpur in the State of Maharashtra, under Certificate No. -----dated -----,to the Builder herein.

F. WHEREAS, the Builder has entered into a standard Agreement with an Architect Pratibha Design, Ar. Hemant Mandwekar registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects ;

WHEREAS, the Builder have appointed a structural Engineer Er. J. M. Kamat for the preparation of the structural design and drawings of the building and the Builder accepts the professional supervision of the Architect and the structural Engineer till the completion of the building ;

WHEREAS, Vendor and Builder has sole and exclusive right to sell the Apartments in the said building to be constructed by the Builder on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments to receive the sale consideration in respect thereof ;

WHEREAS, on demand from the Purchaser, the Builder has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder's Architect Pratibha Design, Ar. Hemant Mandwekar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under. The Purchaser have, 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 Builder and satisfied themselves about the title of the Builder to the said Property and/or right of the Builder to sell the same on ownership basis. The Purchaser hereby confirms that the Builder have produced for inspection to the Purchaser, all information and documents and have made full and true disclosure as demanded by the Purchaser and the Purchaser are satisfied with the same and have no further or other information nor disclosure to be required from the Builder ;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Builder are provided and, authenticated copies of extract of Property showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been annexed hereto.

WHEREAS, the authenticated copies of the plan of the Layout and Building Plans as sanctioned and approved by the deputy director of Town Planning Nagpur Municipal Corporation have been annexed hereto.

WHEREAS, the Specifications of the Apartment agreed to be purchased by the Purchaser has given in the Schedule 'I'.

WHEREAS, while sanctioning the said plans deputy director of Town Planning Nagpur Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder while developing the project land and the said building.

WHEREAS, the Vendor and Builder has dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act has been executed after utilization of the proposed Floor Space Index. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and their successors in title;

WHEREAS, the Vendor have accordingly commenced construction of the said building in accordance with the said sanctioned building plans;

AND WHEREAS the Purchaser approached Builder to purchase a residential Apartment and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential Apartment bearing No. _____ situated on the _____ Floor admeasuring an area of _____ sq. mtrs., of the building known and styled as **"ANJANEYA CREST"** on ownership basis, hereinafter the Apartment is referred to as **"THE SAID APARTMENT"** described in the Schedule-II hereunder written and shown in the plan annexed and the Builder has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

WHEREAS, the carpet area of the said Apartment is _____ square meters and carpet area means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment. However, the said project is an ongoing project and deed of declaration, agreement for sale/s of units have already been executed and registered. Therefore, the Builder continued the said area calculations as per deed of declaration.

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

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Builder a sum of Rs. _____ /- (Rupees _____ Only), being part payment of the sale consideration of the

Apartment agreed to be sold by the Vendor and Builder to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Builder does hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builder the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Builder has/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under No. ; _____ (Applied)

AND WHEREAS, under section 13 of the said Act the Builder is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908). However, Due to the present COVID-19 Pandemic or for any other reason, if purchaser/purchaser's are not able to visit the sub-registrar office to sign & register the agreement, purchaser/purchaser's hereby agree to remit the amounts due from him/them as and when they are due and hence with purchaser/purchaser's agree to not raise any objections under section 13 with regards to payment clause which will be your unconditional, unqualified and irrevocable consent for the same.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor and Builder hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment along with the covered parking (if applicable)

The Parties have therefore 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.

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

The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim.

1. INTERPRETATION:

1.1 References to "person" or "persons" shall include references to individuals, sole proprietorships, partnerships, trusts, bodies corporate, associations, joint ventures, governments and governmental and local authorities and agencies or trust or any other entity or organization.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.

1.3 Reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof.

1.4 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

1.5 Any requirement for approvals, permissions, consents or acceptance required from any of the Parties shall mean a requirement for approval, permission, consent or acceptance in writing of such Party.

1.6 Unless contrary to the express provisions of any clause, any consequences or relief set out for breach of one Clause shall be without prejudice to the other rights and remedies available to the Party under this Agreement, and mere provision of a remedy to a Party shall not bind such party to exercise such remedy.

1.7 Reference to recitals, articles, schedules, exhibits and annexure are references to recitals, articles, schedules, exhibits and annexure of and to this Agreement unless otherwise stated and references to this Agreement include the recitals, articles, schedules, exhibits and annexure hereto, if any.

1.8 Article headings are for the purpose of convenience only and shall not affect or be considered for the construction and/or interpretation of this Agreement.

2. SALE AND SALE CONSIDERATION

1. The Builder shall construct the said building/s consisting of Basement, Ground and Fifteen upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Builder 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 Builder and Builder hereby agrees to sell to the Purchaser Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. metres on _____ floor in the building "**Anjaneya Crest**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

1(b) The total aggregate consideration amount for the apartment is thus Rs./-.

1(c)(i) The above said sum of Rs. _____ /- (Rupees _____ Only) includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the Purchaser's requirement. It is clarified that while above said sum does not include the rights to the Terrace. Exclusive right of terrace is allotted only to the Owners /Purchasers of the top floor of apartments.

1(c)(ii) If the Purchaser commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Builder shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder shall, however, on such termination, refund to the Purchaser the amounts, if any, which may have till then been paid by the Purchaser to the Builder, after forfeiting an amount of Rs. 2,00,000/- (Rupees two lacs only) without any further amount by way of interest or otherwise.

1.b That the Purchaser have finally chosen to own and possess the said Apartment in the schemes. That the Purchaser have agreed to pay the entire cost of the said Apartment and to pay the Builder mentioned in the Schedule IV herein.

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Builder by way of GST, Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Builder) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Builder all such Taxes & Insurance Premium as and when demanded and shall always keep the Builder indemnified against the same. In the event of implementation of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Builder. It shall be obligatory on the part of Builder to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder 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 Builder shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser on such terms and conditions as the parties mutually agreed 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 Builder.

1(g) The Builder shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the completion 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 Builder. If there is any reduction in the carpet area within the defined limit then Builder shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said 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 Builder 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(h) The Purchaser agrees to pay the Builder Rs -----/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The Purchaser agrees to pay the Builder Rs -----/- as a non refundable amount towards legal charges.

1(j) The Purchaser authorizes the Builder 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 Builder may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c) shall be further subdivided into multiple installments linked to number of basements/ podiums/floors in case of multi-storied building /wing.

2.1 The Builder 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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment. However, if the Local Authority delay in issuing of Occupation Certificate beyond 21 days period after submitting the application, the same shall not be construed as delay on the part of the Builder in obtaining Occupation Certificate. The Builder shall be at liberty and be entitled to complete few floors in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Purchaser of the said Apartment therein, and the Purchaser herein shall not object to the same and also shall not obstruct or object to the execution of such works, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment, however Builder will ensure that such nuisance is minimum.

2.2 Time is essence for the Builder as well as the Purchaser. The Builder shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the purchasers have paid all the consideration and other sums due and payable to the Builders as per the agreement. 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 Builder as provided in clause 1 (c) herein above. ("Payment Plan").

3.1. The Builder hereby declares that the Floor Area Ratio available as on date in respect of the project land is 9582 square meters only and Builder has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builder has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder only.

3.2 It is agreed and understood by the Purchaser that during the period of construction, the Purchaser and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid

person/s shall be solely at the risk of the Purchaser and the Builder shall not be responsible and/ or liable for any untoward incident or accident. Also Builder's project staff is not accountable to respond to Purchaser enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

4.1 If the Builder fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Builder 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 Builder, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser to the Builder under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Builder.

4.2 Without prejudice to the right of Builder to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Builder shall at his own option, may terminate this Agreement: Provided that, Builder shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Builder within the period of notice then at the end of such notice period, Builder shall be entitled to terminate this Agreement.

Upon the cancellation and termination of this agreement, the Builder shall be at liberty to sell or otherwise dispose off the said Apartment to any other person/party whomsoever at such price, in such manner and on such terms and condition as the Builder may in its sole, unfettered and absolute discretion as may deem fit and proper and Purchaser herein shall not be entitled to raise any objection or dispute in this regard.

Provided further that upon termination of this Agreement as aforesaid, the Builder shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the Purchaser to the Builder and the Builder shall not be liable to pay to the Purchaser any interest on the amount so refunded.

In the event of termination of the agreement as stated herein above, if necessary at the request of the Builder, Purchaser hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Purchaser executes such Deed, Document or writing as requested by the Builder, the Purchaser hereby authorizes the Builder to retain part of the amount to be refunded on the execution of such documents as requested by the Builder. Even in absence of document recording such termination, the Purchaser will not have any right, title or claim over the said Apartment on termination of the said Agreement.

In the event of cancellation of this Agreement as aforesaid, the Builder is also entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

If Purchaser takes housing loan and mortgages the said Apartment to Bank/ Financial Institution for securing the repayment of said loan and this Agreement is terminated in accordance with the terms of this agreement. The Builder will exercise option A or B in following manner.

OPTION A

a) If the Purchaser fails to pay the amounts as per the progress of construction and agreement is terminated, the Builder will Firstly deduct the booking amount and interest liabilities as per the terms and conditions of this Agreement and also all cost and expenses that will be required to execute and register the document for cancellation of this Agreement. Secondly, refund to the Bank/Financial Institution all amounts that are due and payable to the Bank (refund to the Bank will be subject to Bank releasing charge over the said Apartment and executing such deeds and documents that may be required by the Builder). Thirdly if any amount remains balance after deducting booking amount and interest liabilities and making payment to the Bank, the balance amount will be refunded to Purchaser. (Subject to Purchaser executing deeds and documents as called upon by the Builder).

b) If the amount paid to Bank in the manner as stated herein above is less than amount due and payable by the Purchaser to the Bank as per terms and conditions of agreement between Bank and Purchaser, the charge of the Bank on the said Apartment shall be deemed to have been released. The liability of the Builder is only to refund the amount received from the Purchaser after deducting booking amount and interest liabilities

and Bank will not be entitled to demand, from the Builder any amount more than aforesaid amount and payment of the said amount to the Bank will be deemed that charge of the Bank on the said Apartment is released irrespective of whether entire amount due to the Bank has been received by the Bank or not. If Bank receives amount less than their entitlement under the agreement between Bank and Purchaser, Bank will have right to take appropriate recovery proceeding against the Purchaser for recovery of the balance amount.

c) The aforesaid payment will be paid to the Bank/Purchaser only upon the Builder selling the said Apartment and receiving from the New Purchaser the amount equivalent to be refunded to the Bank/Purchaser.

d) In case of termination due to breach of terms and conditions of agreement by the Purchaser, the Purchaser will not be entitled to any interest on the amount paid to the Builder.

OPTION B

In the alternative if the Purchaser defaults in making payment and Purchaser is not ready and willing to pay the balance amount, but the Bank is ready and willing to pay the balance amount due and payable in respect of this Apartment as per the terms and conditions of the agreement. In that case the Builder will be at its sole discretion entitled to accept the balance amount from the Bank and give the possession of the said Apartment to the Bank or its Authorized Officer.

In such circumstance, on Builder giving the possession of the said Apartment to the Bank, it will be deemed that possession of the said Apartment has been given to the Purchaser in compliance with the terms and conditions of this agreement.

DEFAULT IN PAYMENT OF BANK

Before handing over the possession of the said Apartment, if default is committed by the Purchaser in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Purchaser and Purchaser fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Builder to handover the possession of the said Apartment. In that case Builder is entitled to accept balance amount from Bank and give possession of the said Apartment to the Bank.

But before exercising this option, the Builder will give seven days" notice to the Purchaser informing its intention to accept balance from the Bank and desire to handover possession of the Apartment to the Bank. In response to notice of intention of Builder to accept balance amount and handover possession to the Bank, if Purchaser pays the balance amount within 7 days as stated in the notice, then Builder will accept the same and handover possession of the Apartment to Purchaser. If Purchaser fails to pay balance within 7 days, the Builder at its sole discretion may accept the balance amount from Bank and handover the possession of the said Apartment to the Bank.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Builder in the said building and the Apartment as are set out in Annexure, annexed hereto. None of the fixtures and fittings i.e electrical, plumbing, lifts etc are manufactured by the Builder but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Purchaser is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty/Guarantee of those fixtures and fitting will start from the date of fixing the same. Builder is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.

6. The Builder shall give possession of the Apartment to the Purchaser within 30 months. If the Builder 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 Builder shall be liable on demand to refund to the Purchaser the amounts already received by him 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 Builder received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder 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 or any other prohibitory order;
- (ii) Any notice, order, rule notification of the government, court and/or other public or competent authority.

7.1(A) Procedure for taking possession - The Builder, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder shall give possession of Apartment to the Purchaser. The Builder agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Buillder or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Before taking possession of the said Apartment the Purchaser shall sign and/or execute all writings and papers as may be reasonably required by the Builder including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Organization. Under no circumstances the Purchaser shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement by the Purchaser have been made to the Builder and other obligation terms and conditions agreed by the Purchaser and mentioned in this Agreement are carried out fully by the Purchaser. It is specifically agreed by the Purchaser that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.

(B) Transfer charges are applicable at the rate of Rs.-----/- sq.mt. Upon obtaining Occupancy Certificate the Builder shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the PURCHASERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Builder to the Purchaser intimating that the said Apartments are ready for use and occupancy. The Purchaser will not be entitled to the possession of the said Apartment unless all the Taxes are paid by him to the satisfaction of the Builder as per the statutory provision at the time of possession of the said Apartment. In addition to taxes, statutory charges as stated herein, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said Apartment, Purchaser will be liable to pay all such taxes, Government or Semi Government due along with Penalty or interest on the same and Builder will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

7.3 Failure of Purchaser to take Possession of Apartment upon receiving a written intimation from the Builder as per clause 7.1, the Purchaser shall take possession of the Apartment from the Builder by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Builder shall give possession of the Apartment to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 A. 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 Builder 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 Builder 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 Builder, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Builder shall not be liable to rectify or pay compensation. But the Builder may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered

as defective work.

EXCLUSIONS:-

The Builder will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder: -

- i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Purchaser.
- ii. Damage caused due to fixing of grill, AC, furniture, electrical or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.
- iii. Dampness not arising due to failure of structural load bearing element of the building.
- iv. Any other act or omission of the Purchaser or anyone occupying the said apartment.
- v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake.
- vi. Normal wear and tear of the building
- vii. Normal shrinkage, creep of materials caused by drying after construction
- viii. Damage caused by dampness or condensation due to failure by the Purchaser to maintain adequate ventilation.
- ix. Damage resulting from improper maintenance
- x. Alterations, deletions or additions made by the Purchasers to the said apartment.
- xi. Subsidence of the land around the building, for any reason not attributable to the Builder.
- xii. Damage resulting from an act of God
- xiii. Damage caused by insects, rodents, termites etc.
- xiv. Or damage to the structure due any work done by any other purchaser in the said Building, which has created structural defect to the said Apartment
- xv. Or any other reason of similar nature and which is not caused due to any act or omission of the Builder.

B. NATURAL MATERIAL

Builder cannot assure natural material like marble, stones, woods etc. to have uniform texture, colour etc, as those materials are not manufactured and come with inherent non uniform texture colour etc. Purchaser will not hold Builder responsible and liable and insist upon all marble, stone, woods etc to be identical. If those natural materials are not identical to other natural material used in the Apartment, it will not be considered as of defective quality. Over a period of time natural material may lose its colors, shine, texture, break, expand or damage or lose bonding with wall or any other material etc and Purchaser is aware of it will not consider it as defective material or poor workmanship. The Purchaser is aware of inherent nature of those materials and Builder cannot give any warrantee and guarantee of such natural material and damages occurring to those materials will not be covered under the defect liability period. Similarly colors of all tiles may not exactly match, it may have slight variation within permitted degree.

C. ELECTRICAL ACCESSORIES (SWITCHES AND PLUGS):-

Electrical switches, plugs, wires are manufactured by the third party and are of ISI mark and carries warranty from the manufacturer. But such Warranty/Guarantee is also subject to proper use by the Purchasers. The Builder will not be liable and responsible about the quality of the said electrical accessories after the warrantee period and the said switches have normal wear and tear. The switches in particulars are susceptible to damage on basis of number of times the switches are used may damages with warranty period. Builder liability will be limited for damage of any fixture within warranty period to facilitate the replacement if permitted.

D. FIXTURES, FITTING AND EXTERNAL AMENITIES WITHIN COMPLEX

i. LIFT

The Lifts which are installed in Building are of reputed brand and always have warrantee of one year. The warranty starts from the day of installation of Lifts in the Building. The installation is normally done 3-4 months before issue of occupation certificate by the Local Authority, since working lift is one of the requirements for obtaining Occupation Certificate. During warranty period manufacturer, does periodic maintenance work. After Warranty Period it will be responsibility of the Organization to properly maintain the lift by regular servicing of the lift through manufacturer or Authorized Service Provider of the manufacturer and timely replacing the spare parts and consumable of the lift. All cost and expenses for maintenance, spares and consumable will have to be borne by Purchaser/Organization and Builder will not be liable to contribute any amount towards such expenses. In spite of all precautions lift can occasionally malfunction due to variety of reason viz Voltage fluctuation, overloading etc, which are beyond anyone's control and Builder will not be held and responsible for such malfunction.

The Purchaser or its organization will not make any grievance about such malfunctioning and will not hold Builder responsible and liable for any incidental loss or damages to the Purchaser or anyone on his behalf.

It is mandatory as per the provisions and rules of _____ Lift Act, _____ and _____ Lift Rules, _____ respectively, to get lift inspected every _____ months and breach of the said provisions and rules may invite penalty under the said act.

Purchaser and all other user of the lift are expected to use lift in normal prudent manner and will not do any act that would make warranty void. Purchaser and Organization will not do any act, which will damage or break any part of lift or any of its accessories, which result in improper functioning of the lift.

ii. MACHINERY/EQUIPMENT

Machinery/Equipment viz STP, Generator system etc. are manufactured by the some known brand having good reputation in the industries. They also come with Warrantee/Guarantee period and after the period of warrantee/ guarantee, Organization will award maintenance contract to authorized service provider of the manufacturer. All Machinery/Equipment, inspite of all precautionary measures, may occasionally malfunction, which cannot be avoided. The Purchaser or its organization will not make any grievance about malfunctioning and will not hold Builder responsible for such malfunctioning and any incidental loss or damages to the Purchaser or anyone on his behalf.

iii. Some of the equipment/amenities/facilities require regular maintenance service through Authorized Service Provider to maintain it in proper condition. Allotted organization will be responsible to award Annual Maintenance Contract (AMC) to authorized service provider of the equipment and to ensure that all consumable and spare parts of Original Equipment Manufacturer (OEM) are used and not any other substitute. If the Purchaser fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Builder will not be held responsible and liable for any damages to those equipment. Similarly, some of the equipment requires regular operation, maintenance and usage and if are left unoperated/unused for longtime it may start rusting and may become redundant and unusable, therefore the Purchaser or its organization will have to ensure that it is regularly used, inspected and serviced. If the Purchaser or their organizations fail to maintain the same as per maintenance manual, Builder will not be responsible or liable for nonfunctioning and any loss or damages due such nonfunctioning. If such equipment remains unused and gets damaged, defect liability of such equipment will become automatically null and void. For Example :-Fire Prevention System, the said system should be regularly serviced and inspected to ensure that it is working. Similarly Sewerage Treatment Plan (STP) has to be continuously operated without any and also specialized person has to monitor the STP all 24 hours of the day. These are only few illustrations, similarly this will be applicable to DG Sets, etc.

iv. The Purchaser or the Organization, at its own cost will renew and maintain all Annual Maintenance Contract (AMC) of all equipment's viz Lift, STP, Fire Fighting System and all other amenities provided to the said Building or said Complex from the authorized Service Centre. If Purchaser or its Organization fails to renew any of the AMC and those equipment's suffer damage, Builder will not be held responsible for such damages to such equipment nor any incidental damages.

v. The Purchaser hereby undertake, he will not do any act or omit to do any act which would damage said Apartment or part of the said Building or any machinery/ equipment provided within the said Apartment/ Building/Complex and hereby indemnify and keeps indemnified the Builder against all cost, expenses, charge and damages that Builder and/or any other Purchasers or anyone in use and occupation of any other Apartments in the said building/complex may suffer to due to any such act or omission of the Purchaser, at any time after handing over possession of the said Apartment.

8. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Purchaser acknowledges and admit the allotment of the Covered parking space to other purchasers of the said Building and will not disturb such covered parking space allotted by the Builder to other purchasers in the said building or said property and hereby undertake he or Organisation formed by the all Purchaser will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space by any other Purchaser.

9. The Purchaser along with other purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builder within seven days of the same being forwarded by the Builder to the Purchaser, so as to enable the Builder to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies

or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Builder to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/namely local taxes, 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, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of purchasers is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Builder 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 Builder provisional monthly/yearly contribution of Rs. -----/- per annum towards the outgoings. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser shall be regarded as the default on the part of the Purchaser and shall entitle the Builder to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. a) The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builder, 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 (GST on Maintenance Charges) and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. -----/- for deposit towards two years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. -----/- For Deposit towards Electric connection charges
- (vi) Rs. -----/- for electricity Meter Charges
- (vii) Rs. -----/- For Water Meter Charges
- (viii) Rs. -----/- for deposits of electrical receiving, transformer Charges
- (ix) Rs. -----/- as legal charges.
- (x) Rs. -----/- as infrastructure Tax.
- (xi) Rs. -----/- as Corpus in respect of the Society Deposit or Limited Company/Federation/Apex Body.
- (xii) Rs. as Stamp Duty and Registration Charges. GST of 18% will be charged on above charges.

b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Apartment or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Purchaser do hereby agree to pay to the Builder or its nominee such amount as shall be then prevailing.

c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.

(d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or any other department or authority for providing water, drainage, electricity connection or any other services, amenity or facility in the said Buildings or said complex, the same shall be borne and paid by the Purchaser along with the Purchaser of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Purchaser shall pay his proportionate share therein before taking possession of the said Apartment.

11. The Purchaser shall pay to the Builder a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Builder 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 Builder, 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 Builder, 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 BUILDER

The Builder hereby represents and warrants to the Purchaser as follows:

- i. The Builder 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 Builder 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 Builder 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 Builder 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 Builder 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 Builder confirms that the Builder 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 conveyance deed of the structure to the association of purchasers the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - x. The Builder 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;
 - 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 Builder in respect of the project land and/or the Project except those disclosed in the title report.
 - (xii) The show Apartment, which if shown at the time of booking, was just for the purpose of display to have first hand visual experience of the Apartment, for all prospective customer. The said show Apartment might also had interior decoration work, to enable the prospective customer to know proper utilization of the space. The intention of show Apartment is to give prospective customer firsthand experience of Apartment and optimal utilization of space and is not intended for any other purpose. The Apartment sold herein under this Agreement is without any interior fixtures and fittings as shown in the show Apartment, unless stated in this Agreement, Apartment will not be provided with those fixture, fitting and material as shown in the show Apartment.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builder as follows :

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Builder 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.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Builder and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Builder within fifteen days of demand by the Builder, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

ix. 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 Builder under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Builder shall maintain a separate account in respect of sums received by the Builder from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. As required under section 4 (2) (I) (D) of RERA, Builder will deposit 70% amount into separate account being "Anjaneya Crest (Project Name) RERA ACCOUNT NO. _____" (Bank Name), _____ Branch, Maharashtra.

The Builder will not deposit the amounts in the said account, the money received from Purchaser towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the Organization/Apex Body and legal fees, N.A Tax/Property Tax, Advance maintenance charges of common areas and club House and GST and/or any statutory taxes, if applicable.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Builder until sold/allotted.

17. BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Builder 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 Builder does not create a binding obligation on the part of the Builder 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 Builder. If the Purchaser(s) fails to execute and deliver to the Builder 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 Builder, then the Builder 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, 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 [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective purchasers.

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 and for protecting and preserving the right and interest of the Builder or for securing the due fulfillment of the provision hereof on the part of Purchaser. The Purchaser further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Builder for further better and more perfectly protecting or preserving the rights and interest of the Builder or for securing the due fulfillment of the provisions hereof on the part of Purchaser.

25. INDEMNIFICATION BY THE PURCHASER

The Purchaser shall indemnify and keep indemnified the Builder and hold the Builder harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Builder directly or indirectly due to (a) Any act and omission by the Purchaser by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Builder liable.(b) impair enforcement or preservation of any right of the Builder under this agreement.(c) any breach or default by the Purchaser in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said Apartment, which is directly or indirectly result of negligence, act or omission of the Purchaser or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Purchasers non-compliance of any restrictions/instruction/manner for use and occupation of the said Apartment or any of the amenities/equipment within the said complex.

26. LIMITED RIGHT OF PURCHASER

a. The Builder has agreed to sell and transfer only said Apartment to Purchaser and Purchaser has agreed to acquire and purchase only said Apartment from the Builder, save and except the said Apartment Purchaser hereby agree and admit that he will not have any claim interest or any other right interest on the said property or part thereof. All other portions of the said Building and said Entire Property shall remain the property of the Builder until transfer to the Organization or Apex Body by the Builder

b. The Purchaser shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages/corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right to use hereby expressly given to the Purchaser in respect thereof. All such common areas, amenities and facilities shall remain the property of the Builder till execution of Deed of Conveyance in favor of the said Organization/Apex Body as mentioned herein.

c. The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, if any, Electric Sub- Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Builder or the said Organization/Apex Body.

d. The Purchaser shall not use the common areas, amenities and facilities, or permit the same to be used for

any purpose other than the purposes for which the same are intended, and the Purchaser shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to any other Purchasers/occupants of the said Buildings.

e. The Purchaser agrees not to change, user of the said Apartment without prior consent in writing from the Builder which the Builder will be entitled to refuse if it deem fit and any unauthorized change of the user of the said Apartment by the Purchaser shall render this Agreement void/voidable at the option of the Builder and the Purchaser in that event shall not be entitled to any rights under or arising out of this Agreement.

f. Till such Conveyance is executed, the right of the Purchaser shall be confined only to the said Apartment and the Purchaser and/or the Organization to be formed for the purpose of the said Buildings shall have no right on any part of the said Property. The conferment of right shall take place only in respect of the said Property in favor of the Organization or Apex body on the execution of the Conveyance in its favor as aforesaid. Unless all the Purchaser of Apartment etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance as the case may be, to the Builder, the Builder shall not be bound to execute or cause the conveyance to be executed in favor of the Organization as the case may be.

27. PLACE OF EXECUTION

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

28. The Purchaser and/or Builder shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

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

NAME: _____ ,
Address : _____

M/s. YASH INFRAVENTURES
Block No 12, 13 & 14 Ground Floor, NKY Towers, Ajni Chowk, Wardha Road, Nagpur – 440015

It shall be the duty of the Purchaser and the Builder 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 Builder or the Purchaser, as the case may be.

31. JOINT PURCHASERS

a) That in case there are Joint Purchasers all communications shall be sent by the Builder to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

b) In case of Joint Purchaser and on death of one of the Purchaser (Deceased Purchaser), the parties hereby agree that remaining Purchasers (Surviving Purchaser) will be entitled to the said apartment. The Surviving Purchaser will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.

c) The parties further agreed that on payment of entire consideration by the Surviving Purchaser, the Builder will handover vacant and peaceful possession of the said Apartment to the Surviving Purchaser and handing over the possession of the said apartment to the Surviving Purchaser will discharge the liability of the Builder under this agreement.

d) The parties further agreed that on payment of entire consideration by the Surviving Purchaser, the Builder will handover vacant and peaceful possession of the said Apartment to the Surviving Purchaser. The

handing over the possession of the said apartment to the Surviving Purchaser will discharge the liability of the Builder under this Agreement.

e) The Surviving Purchaser hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Builder and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Builder due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Purchaser and further agree to pay Builder and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Purchaser.

32. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser.

33. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. GOVERNING LAW

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

AND WHEREAS the Builder is not receiving more than consideration amount till the said agreement is duly registered. However, Due to the present COVID-19 Pandemic or for any other reason, if purchaser/purchaser's are not able to visit the sub-registrar office to sign & register the agreement, purchaser/purchaser's hereby agree to remit the amounts due from him/them as and when they are due and henceforth purchaser/purchaser's agree to not raise any objections under section 13 with regards to payment clause which will be your unconditional, unqualified and irrevocable consent for the same.

SCHEDULE 'I'
AMENITIES AND SPECIFICATION

- a) STRUCTURE : Earthquake resistance, R. C. C. frame structure
- b) KITCHEN : Granite top with stainless steel sink, aqua guard point and semi modular kitchen.
- c) ELECTRICAL : concealed electrical fitting with ISI Wire and modular switches. Sufficient power outlet and light points provided.
- d) DOOR & WINDOWS : Main Door- Teak wood Frame with veneer finish door. Other Door- Plywood Frame & veneer finish door. Toilet Door- Granite Frame & Flush door.
- e) WALLS : Internal : 4" (115mm) thick brick and External : 6" (150mm) thick brick.
- f) BED ROOM & LIVING ROOM : Vitrified Tiles flooring 32 X 64 cm. Cable TV connections in Living Room. AC Point Hall & Master Bedroom. POP all rooms with panel lights.
- g) BATHROOM : Antiskid Tiles flooring, Washbasin, Standard make fittings & premium sanitary ware, Designer dado up to 8', Hot & Cold water connection, PVC Ceiling in Balcony & Bathroom.
- h) PLUMBING : ISI mark full CPVC, UPVC, SWR pipe fittings, PVC pipe for soil pipe & rain water pipe.
- i) WINDOWS : Aluminum powder coated windows with mosquito jali, Glass railing in balcony and terrace, SS railing in staircase.
- j) PAINTING : Internal- Emulsion Paint with full putty and External – Plastic emulsion paint.

k) LIFT & PARKING : Lift with ARD, Generator backup, allotted car parking.

SCHEDULE ‘II’
DESCRIPTION OF THE PROPERTY

All that piece and parcel of property consisting of Freehold (Malik Makbuja) Land bearing **Plot No. 31** (Thirty-One) admeasuring about **1067.5 Sq. Mtrs. (11490 Sq. Ft.)** in the sanctioned layout known as “Hindustan Housing Layout” being the part of entire land bearing Khasra No. 104/1, City Survey No. 2047, Sheet No. 41 of **Mouza-Ajni** situated at Corporation Colony, Prashant Nagar, Ajni Square, Wardha Road, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 5 in Tahsil and District Nagpur and bounded as under :-

On the East by :	12 Mtrs. Road
On the West by :	Saint Xavier School
On the North by :	Mr. Nagles House
On the South by :	Mount Carmel School

SCHEDULE 'III'
DESCRIPTION OF APARTMENT TO BE SOLD

All that **Residential** Apartment No. _____ situated on the _____ Floor of the building known and styled as **"ANJANEYA CREST"**, and standing on Plot No. 31, Khasara No. 104/1, having Carpet area of _____ Sq. Mtrs., Built up area of _____ Sq. Mtrs., P-Line area _____ Sq. Mtrs. together with variable _____ % undivided share and interest in the total admeasuring 1067.5 Sq. Mtrs (11490 Sq. Ft.) of Mouza Ajni, Sheet No. 41, City Survey No. 2047 situated at Corporation Colony, Prashant Nagar, Ajni Square Wardha Road Nagpur, within the limits of Tah. Nagpur and Dist. Nagpur and bounded as under :

On the East by : _____
On the West by : _____
On the North by : _____
On the South by : _____

SCHEDULE -IV
(MODE OF PAYMENT)

The Purchaser has paid on or before execution of this Agreement a sum of Rs. 10% (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Builder the balance amount of Rs _____/- (Rupees _____ Only) in the following manner:-

- i) Rs. 20% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of execution of this Agreement.
- ii) Rs. 15% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.
- iii) Rs. 1.47% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the basement Floor slab.
- iv) Rs. 1.47% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Ground Floor.
- v) Rs. 1.47% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the First Floor.
- vi) Rs. 1.47% (_____) Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Second Floor.

- vii) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Third Floor.
- viii) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Fourth Floor.
- ix) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Fifth Floor.
- x) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Sixth Floor.
- xi) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Seventh Floor.
- xii) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Eighth Floor.
- xiii) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Ninth Floor.
- xiv) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Tenth Floor.
- xv) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Eleventh Floor.
- xvi) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Twelfth Floor.
- xvii) Rs. 1.47% () Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Thirteenth Floor.

- xiix) Rs. 1.47%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Fourteenth Floor.
- xix) Rs. 1.48%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Fifteenth Floor.
- xx) Rs. 5%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- xxi) Rs. 5%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- xxii) Rs. 5%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xxiii) Rs. 10%

() Only agreed to be paid by the Purchaser to the Builder within 8 days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- xxiv) Rs. 5%

() Only agreed to be paid by the Purchaser to the Builder against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs.

100%

(RUPEES

ONLY)

I, Advocate Kishor Shivalji Gautam, Reshimbag, Nagpur, Mobile No. 9422119476 do hereby state that This AGREEMENT FOR SALE is drafted by me as per instructions and documents provided by my client YASH INFRAVENTURES, Nagpur.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagpur in the presence of attesting witness, signing as such on the day first above written.

WITNESSES :

1) _____

M/S. YASH INFRAVENTURES
Partners ;

vivek kunawar

1) VIVEK TRYAMBAKRAO KUNAWAR

2) _____

vijay borundiya

2) MR. VIJAY TRILOKCHAND BORUNDIYA
Power of attorney holder for all Vendors
VENDOR

M/S. YASH INFRAVENTURES
Partners ;

vivek kunawar

1) MR. VIVEK TRYAMBAKRAO KUNAWAR

vijay borundiya

2) MR. VIJAY TRILOKCHAND BORUNDIYA
BUILDER

PURCHASER