

AGREEMENT OF SALE

For Rs. _____

(Rs. _____ Only)

THIS AGREEMENT OF SALE is made and executed at **NAGPUR** on this ____ day of _____ **2024, BETWEEN : 1) Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh** aged about 67 years, Occupation Medical Practitioner R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010 (Income Tax Pan AAKPC6442J; Aadhar UIN - 338897146607) **2) Shri. Rajiv S/o Chandraprakash alias Prakash Chugh** aged about 66 years, Occupation Engineer, R/o 713, Boar Circle, Fremont, CA94539, USA and **3) Shri. Yogesh S/o Prakash alias Chandraprakash Chugh** aged about 63 years, Occupation Business, R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-

440010 (Income Tax Pan AAZPC5970G; Aadhar UIN - 734957458753) hereinafter jointly called as **OWNERS/VENDORS/PARTY NO. 1**, the term shall always mean and include the PARTY NO. 1, their legal heirs, legal representatives, agents, executors, successors and assignees etc. and the Owner Nos 2 & 3 are acting through their constituted attorney **Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh** aged about 67 years, Occupation Medical Practitioner R/o Plot no. 154, Opposite Shivaji Nagar Park, Shivaji Nagar, Nagpur-440010 (Income Tax Pan AAKPC6442J; Aadhar UIN - 338897146607) of the **FIRST PART**.

AND

M/s. June Realty a partnership Firm, (Income Tax Pan AATFJ5416A) having its office at Plot no. 6, Mount Road Extension, Sadar, Nagpur-440001 acting through its authorized Partner **Shri. Juzar S/o Amir Vali** aged about 39 years, occupation Business (Aadhar UIN – 237678051645, Mobile No. 9822472504) R/o Plot no. 6, Mount Road Extension, Sadar , Nagpur - 440001, hereinafter called the “**DEVELOPER / PROMOTER / CONFIRMING PARTY/PARTY NO. 2**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**DEVELOPER** and its Partners as well as, their respective legal heirs, legal representatives, executors, administrators, successors and assignees of the **SECOND PART**.

AND

1) Shri. _____ aged about ____ yrs, occupation Business/Service (Income Tax PAN – _____ ; Aadhar Unique Identity No. _____ , Mobile nos. _____) , and **2) Shri.** _____ aged about ____ yrs, occupation Business/Service (Income Tax PAN – _____ ; Aadhar Unique Identity No. _____ , Mobile nos. _____) , hereinafter jointly called as the **PURCHASER/S/PARTY NO. 3**, the term unless repugnant to the context thereof shall always mean and include the Purchaser/s, their legal heirs, legal representatives, executors, agents, successors and assigns etc. of the **THIRD PART**.

NOW THIS AGREEMENT OF SALE READS AS UNDER :

I. WHEREAS, the Owners/Vendors/Party no. 1 are the absolute joint owners and in Possession of the ALL THAT PIECE & PARCEL OF the Nazul Plot No. 154, admeasuring about 1297.70 Sqm. (as per City Survey Record) and 1300.642 Sqm. (14000.00 Sft.) (as Per Sale deed) in the Civil Station Expansion Scheme owned under leasehold right of ownership from the Govt. of Maharashtra bearing City Survey No. 430, Sheet No. (23) 28 II, of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 183, Ward No. 73, situated near Shivaji Nagar Park main gate, Shivaji nagar, Nagpur, Tah. & Distt. Nagpur – 440010 and also along with all the fixtures, electric fittings, easement or other rights attached to the above said Plot hereinafter called as the “SAID PROPERTY”. Each of the above owners owns 1/3rd undivided share in the above said Property; AND

II. WHEREAS, firstly All that Piece and Parcel of Nazul Plot No. 154, admeasuring about 1297.70 Sqm. (as per City Survey Record) and 1300.642 Sqm. (14000.00 Sft.) (as Per Sale deed) in the Civil Station Expansion Scheme owned under leasehold right of ownership from the Govt. of Maharashtra bearing City Survey No. 430, Sheet No. (23)28 II, of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 183, Ward No. 73, situated near Shivaji Nagar Park main gate, Shivaji nagar, Nagpur, Tah. & Distt. Nagpur was owned by Nikhil Bhartiya Pushkarana Seva Sangh who had acquired the same from Smt. Ratnadevi W/o Kedarnath Purohit having owned the above said Plot by her under the leasehold rights from the Govt. of Maharashtra

III. WHEREAS, thereafter, Nikhil Bhartiya Pushkarana Seva Sangh has sold the said Nazul Plot No. 154 to Dr. Chandraprakash S/o Diwanchand Chugh as per Sale deed dt. 5-11-1963 which is duly registered at the office of Sub Registrar, Nagpur; AND

IV. WHEREAS, Dr. Chandraprakash S/o Diwanchand Chugh had constructed a building on the above said Plot no. 154. The Ground floor of the building is built in the Year 1966 & the First floor is built in the year 1990 as per the sanctioned building Plan bearing Building Permit No. CS/867/5990 dt. 3-5-1989 from the Nagpur Improvement Trust, Nagpur.: AND

V. WHEREAS, the lease of the above said plot was expired and the same is subsequently renewed in favour of Dr. Chandraprakash S/o Diwanchand Chugh as per the deed of Renewal of lease on 4-12-2012 for the further term of 30 years commencing from 1-4-2005 and ending on 31-03-2035 which is duly registered bearing registration serial no. 7076 dt. 4-12-2012 of the office of the Sub-Registrar No. 1, Nagpur; AND

VI. WHEREAS, Dr. Chandraprakash S/o Diwanchand Chugh left for heavenly abode on 09-04-2021 intestate and his wife, Mrs. Swadesh W/o Chandraprakash Chugh predeceased him on 10-02-2003. Thus, after the death, Dr. Chandraprakash S/o Diwanchand Chugh has left behind his three sons namely 1) Dr. Sanjiv S/o Prakash Chugh, 2) Shri. Rajiv S/o Prakash Chugh and 3) Shri. Yogesh S/o Prakash Chugh as his only legal heirs and successors who became joint owners of the above said Property by way of intestate succession and hence the above said Property is now jointly owned by 1) Dr. Sanjiv S/o Prakash Chugh, 2) Shri. Rajiv S/o Prakash Chugh and 3) Shri. Yogesh S/o Prakash Chugh. Each one of them holding a 1/3rd undivided share in the above said Property. The names of the above owners are mutated in the city survey and other relevant records; AND

VII. WHEREAS, the Building on the above said plot being old and all the Owners of the Plot No. 154 have found it expedient to demolish the existing building and to construct a New Building having all modern amenities and facilities in the Proposed Apartment Scheme and hence they have decided to take the help of a M/s. June Realty being a developer firm with a good repute and offer their share in the above said Total Property for re-development; AND

VIII. WHEREAS, Shri. Yogesh S/o Prakash alias Chandraprakash Chugh have executed Power of Attorney in favour of Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh dt. 23-01-2023 which is duly registered bearing registration serial no. 1163 dt. 24-01-2023 of the office of Sub Registrar, Nagpur-1;

IX. WHEREAS, Shri. Rajiv S/o Chandraprakash alias Prakash Chugh have executed Power of Attorney of in favour of Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh dt. 10-02-2023 which is duly attested by at State of California, County of Alameda in front of notary Shri. Dapinder Bhagrath and also Deputy Council general, Consulate General of India, San Fransico (USA)

X. WHEREAS, 1) Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh , 2) Shri. Rajiv S/o Chandraprakash alias Prakash Chugh and 3) Shri. Yogesh S/o Prakash alias Chandraprakash Chugh entered into an Agreement of Development with the Developer, M/s. June Realty a Partnership Firm acting through its Partner, Shri. Juzar S/o Amir Vali on 11-08-2023 which is duly registered bearing registration serial no. 9138 dt. 11-08-2023 of the Office of the Sub-Registrar, Nagpur-1. AND;

XI. WHEREAS, the Owners with the help of Developer got the Building Plan sanctioned on the said plot as per Building Permit no. NMO/B/2023/APL/02211 dt. 02-01-2024 from The Nagpur Municipal Corporation, Nagpur, AND

XII. WHEREAS, The Vendors/Owners have also agreed to execute separate sale deeds each relating to the undivided proportionate share and interest in the said plot and/or for the apartment in favour of the prospective individual Purchaser/s as may be nominated by the Developer/ Promoter/Confirming Party for the proportionate consideration therefore; AND

XIII. WHEREAS, the Vendors/Owners further declared the said Project named as "THE LEGACY " to the provisions of The Maharashtra Apartment Ownership Act, 1970 by duly executing a Deed of Declaration u/s 2 of the said Act on _____ which is duly registered bearing registration serial No. ____ dt. _____ of the office of the Sub-Registrar, Nagpur-__.

XIV. WHEREAS, the said Project is 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/s and her/his/their successors in title though the same are not set forth herein; AND

XV. WHEREAS, as per the existing sanctioned building plan of the apartment scheme, the building on the said Plot has the Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor and Fourteenth Floor with total 25 Apartments. There are 2 Apartments each on Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth, Floor, Tenth, Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor and one Apartment on Fourteenth Floor. All the apartments in the said Apartment Scheme are residential apartments. Hence, in all comprising of Twenty Five (25) apartments in the scheme to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time. AND.

XVI. WHEREAS, the Vendors and Developer / Promoter / Confirming Party do hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors have clear possession of the said Project Land. The said Project Land is Leasehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

XVII. WHEREAS, the Vendors/Owners are in possession of the project land and the Developer / Promoter / Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove; AND

XVIII. WHEREAS, the Developer / Promoter / Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects; AND

XIX. WHEREAS, the Developer / Promoter / Confirming Party has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under Project Registration No. _____; AND

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

XXI. WHEREAS, by virtue of the Development Agreement, the Developer / Promoter / Confirming Party has exclusive right to sell the Apartments as per Development Agreement of the said building/s to be constructed by the Developer / Promoter / Confirming Party 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; AND

XXII. WHEREAS, on demand from the Purchaser/s, the Developer / Promoter / Confirming Party has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architect, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser/s 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 Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchaser/s hereby confirm that the Developer / Promoter / Confirming Party has produced for inspection to the Purchaser/s, all information and documents and has made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s are satisfied with the same and has no further or other information nor disclosure to be required from the Developer / Promoter / Confirming Party; AND;

XXIII. WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Promoter / Confirming Party have been supplied to the Purchaser/s, the receipt of which is hereby confirmed by the Purchaser/s. The authenticated copies of Property card showing the nature of the title of the Vendors/Owners to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'B'; AND

XXIV. WHEREAS, the copies of the Building Permit & plans of the Layout and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure C-1 & C-2 respectively; AND

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

XXVI. WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer / Promoter / Confirming Party while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority; AND

XXVII. WHEREAS, the Developer / Promoter / Confirming Party shall accordingly commence construction of the said building in accordance with the said sanctioned plan; AND

XXVIII. WHEREAS, the Purchaser/s have applied to the Developer/Promoter/ Confirming Party for purchase of Apartment No. _____ on _____ Floor of the Building being constructed on the said Project land ; AND

XXIX. WHEREAS, the said apartment is having _____ Sqm. Carpet Area and _____ Built up area. AND;

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

XXXI. WHEREAS, prior to the execution of these presents the Purchaser/s have paid to the Developer / Promoter / Confirming Party a sum as per Manner of Payment hereunder, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer / Promoter / Confirming Party to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter / Confirming Party both hereby admit

and acknowledge) at the time of booking & the subsequent payments are made thereafter and the Purchaser/s have agreed to pay to the Developer / Promoter / Confirming Party the balance of the sale consideration in the manner hereinafter appearing; AND

XXXII. WHEREAS, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908; AND

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party hereby agrees to sell and the Purchaser/s hereby agree to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of the building on the said Plot will have the Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor and Fourteenth Floor with total 25 Apartments. There are 2 Apartments each on Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seven Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleven Floor, Twelfth Floor, Thirteenth Floor and one Apartment on Fourteenth Floor. All the apartments in the said Apartment Scheme are residential apartments. Hence, in all comprising of Twenty Five (25) apartments in the scheme to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Purchaser/s hereby agree to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser/s **ALL THAT Piece and Parcel** of Residential Apartment No. _____ on _____ floor admeasuring about _____ Carpet Area and _____ Sqm. Built up area of the Apartment Scheme to be known as **“THE LEGACY”** (more particularly described in the Schedules & Annexures hereunder & hereinafter referred to

as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked as **Annexures C-1 and C-2** for the total sale consideration of **Rs. _____** (**Rupees _____ Only**) which includes i) Cost of Apartment, ii) Cost of Infrastructure, and iii) being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

1.b The Purchaser/s have agreed to pay the total Consideration of **Rs. _____-00** (**Rupees _____ Only**) to the Developer/Confirming Party No.3 in the following manner:-

MANER OF PAYMENT

i)	Rs.		To be Paid at the time of execution of Agreement
ii)	Rs.		To be Paid on or Before _____
iii)	Rs.		To be Paid on or Before _____
iv)	Rs.		To be Paid on or Before Completion of Foundation and Plinth.
v)	Rs.		To be Paid on or Before Completion of Ground & First Floor Slab
vi)	Rs.		To be Paid on or Before Completion of Second & Third Floor Slab
vii)	Rs.		To be Paid on or Before Completion of Fourth & Fifth Floor Slab
viii)	Rs.		To be Paid on or Before Completion of Sixth & Seventh Floor Slab
ix)	Rs.		To be Paid on or Before Completion of Eight & Ninth Floor Slab
x)	Rs.		To be Paid on or Before Completion of Tenth & Eleventh Floor Slab
xi)	Rs.		To be Paid on or Before Completion of Twelfth & Thirteenth Floor Slab
xi)	Rs.		To be Paid on or Before Completion of Fourteenth Floor Slab
xii)	Rs.		To be Paid on or Before Completion of Brick Work and Internal Plaster of the Apartment.
xiii)	Rs.		To be Paid on or Before Completion of Flooring, Door and Window of the Apartment.

xiv)	Rs.		To be Paid on or Before Completion of External Plumbing and External Plaster work of the Building.
xv)	Rs.		To be Paid Before handing over of the Possession.
Total	Rs.		(Rupees _____)

- 1.c** The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1.d** The Purchaser/s do hereby state and declares that it shall be the sole liability and responsibility of the Purchaser/s to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser/s from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate account of Income Tax Department. AND;
- 1.e** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer / Promoter / Confirming Party undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer / Promoter / Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. AND;
- 1.f** THAT, the Developer / Promoter / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Developer / Promoter / Confirming Party shall refund the excess money paid by Purchaser within forty-five days with annual interest at

the rate specified in Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement."

- 1.g** The Purchaser/s do hereby authorize the Developer / Promoter / Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer / Promoter / Confirming Party may in its sole discretion deem fit and the Purchaser/s undertake not to object/demand/direct the Developer / Promoter / Confirming Party to adjust her/his payments in any manner. AND;
- 1.h** The Purchaser/s do hereby state and declares that it shall be the sole liability and responsibility of the Purchaser/s to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser/s from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate account of Income Tax Department. AND;
- 1.i** THAT the Developer / Promoter / Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser/s shall be void and shall not be binding upon the Developer / Promoter / Confirming Party. AND;
- 1.j** THAT during the period of building construction the Purchaser/s with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site. AND;
- 2.1** THAT, the Developer / Promoter / Confirming Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment. AND;

2.2 THAT, Time is essence for the Developer / Promoter / Confirming Party as well as the Purchaser/s. The Developer / Promoter / Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion

certificate, as the case may be. Similarly, the Purchaser/s 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 Developer / Promoter / Confirming Party as provided in clause 1 (b) herein above. ("Payment Plan"). AND;

2.3. THAT, The Vendors/Owners alongwith the Developer/Promoter/Confirming Party have specifically agreed to purchase the TDR and/or additional FSI, and will revise the building plan with modifications/additions in the areas of the apartment and will get the same sanctioned from the competent authority. The Built-up area will be revised accordingly & the cost agreed herewith is for the final built-up area & super built-up area after utilization of TDR/Increased FSI only. AND;

3. The Developer / Promoter / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is 1.10 + allowable increase in FSI as per building Bye-Laws Square Meters only and Developer / Promoter / Confirming Party has planned to utilize Floor Space Index of as allowed under the prevailing building bye-laws and Development Control Rules, by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter / Confirming Party has disclosed the Floor Space Index as per the Sanctioned Building Plans annexed herewith as proposed to be utilized by it on the project land in the said Project and Purchaser/s have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only. AND;

4.1 If the Developer / Promoter / Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Developer / Promoter / Confirming Party agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agree to pay to the Developer / Promoter / Confirming Party, interest at the rate stipulated by State Bank of India

being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser/s to the Developer / Promoter / Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer / Promoter / Confirming Party. AND;

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

Provided that, Developer / Promoter / Confirming Party shall give notice of fifteen days in to the Purchaser, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, 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 If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer / Promoter / Confirming Party within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Developer / Promoter / Confirming Party shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Developer / Promoter / Confirming Party.

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

6. The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser/s on or before 31-12-2029 but however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer / Promoter / Confirming Party any other reasonable

cause and the Purchaser/s agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer / Promoter / Confirming Party. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer / Promoter / Confirming Party received the sum till the date the amounts and interest thereon is repaid. AND;

Provided further that the Vendor and/or Developer/Promoter/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser/s until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST etc. are paid by the Purchaser/s in full to the Developer / Promoter / Confirming Party hereto. AND;

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The Developer / Promoter / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Apartment to the Purchaser/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Developer / Promoter / Confirming Party shall give possession of the said Apartment to the Purchaser/s. The Developer / Promoter / Confirming Party agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Promoter / Confirming Party. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or Association of Purchaser/s, as the case may be. The Developer / Promoter / Confirming Party on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project. AND;

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

7.3 Failure of Purchaser/s to take Possession of Apartment : Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause (7.2) the Purchaser/s shall take possession of the Apartment from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser/s. In case the Purchaser/s fail to take possession within the time provided in clause 7.2 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s bring to the notice of the Developer / Promoter / Confirming Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter / Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer / Promoter / Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser/s shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party shall always co-operate and assist the Purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. AND;

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

7.5 THAT the Purchaser/s hereby agree not to occupy the said Apartment without prior written permission of the Developer / Promoter / Confirming Party else Purchaser/s shall be treated as a trespasser. AND;

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

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

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

8. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office for carrying on any Residential or permitted use as allowed under the Building Bye Laws & Development Control Rules He shall use the garage or parking space only for purpose of keeping or parking vehicle. AND;

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

9. That the Vendors and Developer / Promoter / Confirming Party shall declare the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 by duly executing a Deed of Declaration u/s 2 of the said Act and shall also execute a Correction Deed to Deed of Declaration after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser/s. 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/s and her/his/their successors in title though the same are not set forth herein. THAT, the Purchaser/s agree to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder. AND;

9.1 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other Apartment Owner or Owners.

9.2 The Vendors & Developer / Promoter shall, after the date of final dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, on or before 31-12-2029 or on any such extended date of completion of the Project, transfer to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ Vendor/Developer / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. AND;

9.3 Within 15 days after notice in writing is given by the Developer/Promoter/Confirming Party to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building

is transferred to it, the Purchaser/s shall pay to the Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined. The Purchaser/s further agree that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developer / Promoter / Confirming Party provisional monthly contribution as informed by the Developer / Promoter / Confirming Party towards the outgoings. The amounts so paid by the Purchaser/s to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4 Provided that in the absence of local laws, the association of Purchaser/s under The Maharashtra Apartment Ownership Act 1970 or by whatever name called, shall be formed within a period of three months of the majority of Purchaser/s having booked their apartment as the case may be, in the project.

9.5 Wherever, The Maharashtra Apartment Ownership Act 1970 is applicable, the Promoter shall submit the application in that behalf to the Registrar for formation of the association of the owners as per the provisions of The Maharashtra Apartment Ownership Act 1970 or any other legal entity, within three months from the date of majority (51 % fifty-one percent) of the total number of Purchaser/s in such a building have booked their apartment.

9.6. PERIOD FOR CONVEYANCE OF TITLE : THAT, the period for conveyance of title by Developer / Promoter / Confirming Party, to legal entity of Purchaser/s in case of single building project. The Developer / Promoter / Confirming Party shall to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate."

Period for conveyance of title, by Developer / Promoter / Confirming Party , to organization of Purchaser/s in case of Layout. (a) In the case of a building or a wing of a building in a Layout, the Developer / Promoter / Confirming Party shall (subject to his right to dispose of the remaining apartments if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.

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

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

- i. The Vendors/Developer / Promoter / Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; AND;
- ii. The Vendors/Developer / Promoter / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; AND;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report; AND;
- 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; AND;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer / Promoter / Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas; AND;
- vi. The Developer / Promoter / Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected; AND;
- vii. The Vendors and/or Developer / Promoter / Confirming Party have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any other 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/s under this Agreement;

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- viii. The Developer / Promoter / Confirming Party confirms that the Developer / Promoter / Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement; AND;
 - ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement. AND;
 - x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser/s, the Developer / Promoter / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners; AND;
 - xi. The Developer / Promoter / Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors and/or the Developer / Promoter / Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

11. The Purchaser/s or herself/himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Developer / Promoter / Confirming Party as follows :-

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

- iii. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Purchaser/s 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/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. AND;
- 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 Developer / Promoter / Confirming Party and/or the Association of the Apartment Owners. AND;
- 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. Pay to the Developer / Promoter / Confirming Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit and/ or charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. AND;

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- vii. Pay to the Promoter within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
 - 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/s for any purposes other than for purpose for which it is sold. AND;
 - ix. The Purchaser/s 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/s to the Developer / Promoter / Confirming Party under this Agreement are fully paid up. AND;
 - x. The Purchaser/s shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. AND;
 - xi. The Purchaser/s hereby specifically agree with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser/s, the Purchaser/s will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land. AND;
 - xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser/s shall permit the Developer / Promoter / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. AND;
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- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Promoter / Confirming Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.
- xiv. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser/s shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project. AND;
- xv. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. AND;

12. The Developer / Promoter / Confirming Party shall maintain a separate account in respect of sums received by the Developer / Promoter / Confirming Party from the Purchaser/s as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. AND;

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer / Promoter / Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned. AND;

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

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE : After the Developer / Promoter / Confirming Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who have taken or agreed to take such Apartment. AND;

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

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be. AND;

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASER/S : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. AND;

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser/s have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

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

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

24. The Purchaser/s and/or Developer / Promoter / Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Developer / Promoter / Confirming Party will attend such Office and admit execution thereof.

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

		Name of Purchaser/s
1)		
2)		
R/o	Purchaser/s Address	
M/s. June Realty		Name of Developer /
acting through its Partner, Shri. Juzar S/o Amir Vali		Promoter
R/o R/o Plot no 6, Mount Road Extension, Sadar , Nagpur - 440001		(Address of Developer / Promoter)

It shall be the duty of the Purchaser/s and the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party or the Purchaser/s, as the case may be.

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

27. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

28. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE & PARCEL OF the Nazul Plot No. 154, admeasuring about 1297.70 Sqm. (as per City Survey Record) and 1300.642 Sqm. (14000.00 Sft.) (as Per Sale deed) in the Civil Station Expansion Scheme owned under leasehold right of ownership from the Govt. of Maharashtra bearing City Survey No. 430, Sheet No. (23) 28 II, of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 183, Ward No. 73, situated near Shivaji Nagar Park main gate, Shivaji nagar, Nagpur, Tah. & Distt. Nagpur - 440010 and also along with all the fixtures, electric fittings, easement or other rights attached to the above said Plot and the above said Plot No. 154 is bounded as under :

ON THE EAST	-	9.00 M wide Road.
ON THE WEST	-	Conservancy Lane between Plot & beyond Plot No. 153.
ON THE NORTH	-	9.00 M wide Road.
ON THE SOUTH	-	Plot Nos. 152 & 155

SECOND SCHEDULE ABOVE REFERRED TO

**COMMON AREAS AND FACILITIES FOR APARTMENTS OF THE BUILDING ON THE
ABOVE SAID PLOT OF LAND**

- i) The parcel of the Plot of Land except the land for use as per Municipal Corporation bye-laws.
- ii) Main Plumbing network throughout the buildings & Complex except in the individual apartments
- iii) Main Electric network throughout the buildings & Complex except in the individual apartments, Transformers & other electrical installations for the Complex.
- iv) Main Sanitary network throughout the buildings & Complex except in the individual apartments.
- v) Lifts, Pumps, electric lights in & around the Complex.
- vi) In general all spaces, Parking areas, Roads, apparatus and installations existing for common use.

SCHEDULE 'A'
DESCRIPTION OF THE APARTMENT

ALL THAT Piece & Parcel of the Residential Apartment No. _____ on _____ floor admeasuring about _____ **Sqm. Carpet Area and _____ Sqm. Built up area** of the Apartment Scheme to be known as “ **THE LEGACY** ” to be constructed on ALL THAT PIECE & PARCEL OF the Nazul Plot No. 154, admeasuring about 1297.70 Sqm. (as per City Survey Record) and 1300.642 Sqm. (14000.00 Sft.) (as Per Sale deed) in the Civil Station Expansion Scheme owned under leasehold right of ownership from the Govt. of Maharashtra bearing City Survey No. 430, Sheet No. (23) 28 II, of Mouza Ambazari, bearing Nagpur Municipal Corporation House No. 183, Ward No. 73, situated near Shivaji Nagar Park main gate, Shivaji nagar, Nagpur, Tah. & Distt. Nagpur - 440010 and also along with all the fixtures, electric fittings, easement or other rights attached to the above said Plot and also alongwith _____ undivided share in the above said Plot and the above said Plot No. 154 is bounded as under :

- ON THE EAST - 9.00 M wide Road.
- ON THE WEST - Conservancy Lane between Plot & beyond Plot No. 153.
- ON THE NORTH - 9.00 M wide Road.
- ON THE SOUTH - Plot Nos. 152 & 155

ANNEXURE – D
DETAILED CONSTRUCTION SPECIFICATIONS FOR PROPOSED APARTMENTS

Item			Specification
1.	Structure	:	R.C.C. framed structure.
2.	Walls	:	Conventional Burnt Bricks OR Fly Ash Bricks
3.	Plaster	:	Fanty Finish internal plaster and Double Coat Sand Faced External Plaster
4.	Flooring	:	900x900 sire Vitrified Tiles in Rooms, 300x300 Ceramic Tiles in Bathroom Floors & Balconies Kota Stone staircase landings, mid-landings, treads & risers.

5.	Flooring in Parking	:	Flooring in Parking shall be of paver tiles and that in the courtyard shall be of precast interlocking concrete pavers.
6.	Flooring in Toilets	:	Dado Glazed Tiles of size 300x450 or more upto full height in Toilets, Wash Balcony and above kitchen platform
7.	Door Frames	:	Doors Frames Non-Teak wooden Door Frames and Granite Frames with full moulding for Bathrooms/Toilets
8.	Door Shutters	:	35mm thick Flush Doors with both side lamination
9.	Windows	:	UPVC 3 track sliding Windows with UPVC Sliding fibre net & Powder coated Aluminium Louvers of make & thickness along with M.5. Grills of 20kg/sam...
10.	Kitchen Platform	:	Black Granite Top laid over aluminium pipe frame with modular kitchen of basic level & Stainless Steel Sink
11.	Painting	:	All Internal Walls with roller applied oil based Lustre finish emulsion on surface finished with Birla white putty, External Walls with Exterior Emulsion Paint, Synthetic Emulsion to Door Frames, M.S. Grills & Railings
12.	Waterproofing-	:	Terrace, Toilet Sunks, Chajjas, Parapets etc. with chemical water proofing.
13.	Sanitary	:	Wares Somany-Pilkington OR Parryware OR Cera or equivalent one EWC and one 500x400mm size wash basin of white colour in each bathroom.
14.	Sanitary Pipes-	:	Supreme OR Kisan make SWR PVC pipes & fittings
15.	Drainage	:	Stone ware pipes OR PVC drainage pipes of Supreme make with conventional chambers.

16.	Internal Plumbing	:	CPVC pipes & fittings
17.	External Plumbing	:	UPVC pipes & fittings
18.	Bathroom Faucets	:	Jaquar make basic range Bath mixers with shower, Basin Mixers, Angle Cocks, Bib Cocks, Pillar Cocks, Sink Cock, Hand Faucets.
19.	Security	:	Door Phone with camera & Screen, CC TV Cameras in the stairs, Lobby & Common Areas with all allied equipment including server.
20.	. Electrical Wiring-	:	Concealed Copper Wiring inside the flat & Armoured Aluminium Cable for External Wiring with MCB's & ELCB's in each flat.
21	Electrical Switches	:	Modular switches of basic range.
22.	Common Lighting-	:	All the floor lobbies, staircase mid-landings, stairs, terrace, parking an yards shall be illuminated with adequate lighting as approved by the PMC
23.	Power Backup-	:	All the common lighting & the elevators shall be provided with power back-up in the form of adequate capacity inverter and/or diesel generator
24.	Water Storage	:	Underground Sump of capacity calculated at 150 litres per capita pe minimum two days storage & Overhead Tank calculated at the same rate of one day capacity.
25.	Aqua guard Point	:	Aqua guard Point in each Kitchen
26.	Pumps & Equipment	:	Pumps & Equipment shall be of Standard make approved by PMC, which shall fill up the tank within one hour.
27.	Fire Fighting System-	:	Firefighting System shall be provided as per the DCR and/or the as per the condition NOC of the Fire Department..

28.	Rain Water Harvesting	:	Rain water harvesting system shall be provided as per the DCR.
29.	Garbage and Waste handling.	:	Proper arrangement for Garbage and Waste handling.
30.	Sanctioned Plan Conditions.	:	Any other requirement imposed by the Competent Authority in the conditions of the Building Sanction must be provided.
31.	Parking	:	Two numbered car parking slots and two scooter parking for each Apartment.
32.	Guard room and Gate office	:	Guard room and Gate office of 5 Sqm on ground floor shall be provided.
33.	Lifts	:	Minimum two Passenger Elevator with 8 persons capacity and one Service elevator with 6 persons capacity.
34.	Lightning Arrester	:	The building shall be provided with a Lightning Arrestor.
35.	Security System	:	The building shall be provided with efficient security system like CCTV.
36.	Rainwater harvesting system.	:	The building shall be provided proper Rainwater harvesting system.
37.	Garbage and waste management	:	The building shall be provided proper arrangement of garbage and waste management.
38.	Open Spaces around building & Compound Wall.	:	The building shall be provided with internal pavement pathways, landscaping, lawns, Compound wall from all sides, gate, gate office (5 Sqm.) and guard room (10 sqm).

IN THE WITNESS WHEREOF, the parties hereto have read, understood & hence signed this Agreement of Sale which is as per our instructions on the date, month and year mentioned first above in the presence of the following attesting witnesses :

Draft By:- Adv. Sarang Kale

Sr. No	SIGNATURES AND NAME OF PARTY	PHOTOGRAPH	THUMB
	(Dr. Sanjiv S/o Prakash alias Chandraprakash Chugh) For self & as a constituted attorney for Owner Nos. 2 & 3 OWNERS/VENDORS/PARTY NO. 1		
	(Juzar S/o Amir Vali) Authorised partner for M/s. June Realty DEVELOPER / PROMOTER / CONFIRMING PARTY/PARTY No. 2		
1.	() PURCHASER/S/PARTY NO. 3		

Sr. No	SIGNATURES AND NAME OF PARTY	PHOTOGRAPH	THUMB
2.	(_____) PURCHASER/S/PARTY NO. 3		
1.	_____ WITNESS		
2.	_____ WITNESS		