AGREEMENT OF SALE

VALUED AT RS._____/-
(RUPEES _____ ONLY)
STAMP DUTY RS._____/-
MARKET VALUE RS. _____/-
FLAT NO._____, AAKASH,
MOUZA – BELDATI, TAHSIL –BRAMHAPURI,
DISTRICT – CHANDRAPUR.

THIS AGREEMENT OF SALE is made and executed on this _____ day of _____, 2017 at Bramhapuri, Tahsil Bramhapuri, District Chandrapur.

:BETWEEN:

M/S. VIDARBHA TOWN DEVELOPERS (PAN NO.AAMFV7611A), acting through its Partner – **1) MR. AMIT S/O. AMAL KARMAKAR,** aged about 38 years, R/o. Anant Nagar, Nagpur-440013 and **2) MR. SHAILESH S/O. NARAYAN THORANE,** aged about 34 years, R/o. Wadi, Nagpur-440023, (Mobile No.8888706366), here-in-after referred to and called as **"THE PROMOTER/ VENDOR"**, which expression unless repugnant to the subject, meaning or context thereof shall always mean and include the said PROMOTER/VENDOR as well as its legal representatives, successors, executors, partners, administrators and assignees, partners and all other person or persons claiming through or under the said firm, the Party No.1 of **THE FIRST PART** ;

AND

_____, **(PAN NO.**_____) aged about ____ years, R/o. _____ here-in-after referred to and called as **"THE PURCHASER/THE ALLOTTEE",** which expression unless repugnant to the subject, meaning or context thereof, shall always mean and include the said PURCHASER as well as his/her legal heirs, assigns and all other person or persons claiming through or under him/her, the Party No. 2 of **THE SECOND PART**;

WHEREAS, the Vendor/Promoter is sole and exclusive owner of Plot No.19 to 32, admeasuring about 2460.79 Sq.Mtr., Khasra/Survey No.66/2 P.H.No.14, Situated at VIDARBHA ESTATE – 3, in Village/Mauza - Beldati, Tahsil – Bramhapuri, District - Chandrapur, which is described in detail in the Schedule "A" annexed hereunder. (hereinafter referred to as "the project land")

AND WHEREAS the aforesaid Khasra No.66/2 was originally belonging to Mr. Sachin Pathrabe and the said Mr. Sachin Pathrabe through his Power of Attorney Mr. Vijay Rahunath Pathrabe, has sold the entire Khasra No.66/2 to 1) Mr. Anuj Vasantrao Mendhule & 2) Mr. Milind Premdas Meshram, vide Deed of Sale executed on 13-04-2011 registered at Serial No.503/2011, before Sub-Registrar, Bramhapuri. That Mr. Anuj Mendhule & Mr. Milind Meshram, have decided to develop the said property and convert the said property from Agriculture to Non-Agriculture, as such the aforesaid owners have applied for conversion of the Agricultural Land to non- Agricultural for Residential use. Accordingly the said agricultural land was converted into non-agriculture vide Sub-Divisional Officer Order dated 24/06/2011 having Revenue Case No.52/N.A.P.34/2010-2011 and accordingly Layout Map was also sanctioned for Residential use.

AND WHEREAS, Mr. Anuj Mendhule & Mr. Milind Meshram, have sold Plot No.19 to 32 to the following purchasers mentioned in below column, vide Deed of Sale which is duly registered in the office Sub-Registrar, Bramhapuri:-

Seller	Plot No.	Purchaser	Date	Serial No.
Mr. Anuj Mendhule & Mr. Milind Meshram	19, 20 & 24	Sau. Minakshi Sanjay Zhade	31/12/2011	1854/2011
	21, 22 & 23	Shri Manoj Prabhakar Kawale	31/12/2011	1860/2011
	25 to 32	Dr. Satish Kawale	31/12/2011	1853/2011

AND WHEREAS, thereafter the aforesaid Purchasers (mentioned in column above), have sold the aforesaid plots to the new purchasers (mentioned in column below) vide Deed of Sale which is duly registered in the office Sub-Registrar, Bramhapuri:-

Seller	Plot No.	New Purchaser	Date	Serial No.
Sau. Minakshi Sanjay Zhade	19, 20 & 24	Sau. Poonam Amit Suchak	19/04/2014	465/2014
Shri Manoj Prabhakar Kawale	21, 22 & 23	Sau. Poonam Amit Suchak	19/04/2014	467/2014
Dr. Satish Kawale	25 to 32	Mr. Niraj Bothara & Mr. Gautam Bothara	03/09/2013	1028/2013

AND WHEREAS, the aforesaid new purchasers which is mentioned in above column has agreed to sale aforesaid plots/property i.e. Plot No.19 to 32 to the Present Vendor i.e. M/s. Vidarbha Town Developers, and accordingly the parties have executed the following Sale Deed in favour of present Vendor which is duly registered in the office Sub-Registrar, Bramhapuri:-

Plot No.	Seller	Purchaser/ Now Owner/Vendor	Date	Serial No.
19 to 24	Mrs. Punam Amit Suchak	M/s. Vidarbha Town Developers	19/08/2015	960/2015
25 to 32	Shri. Niraj Nemichandji Bothra & Shri. Gautam Nemichandji Bothra		26/08/2015	982/2015

AND WHEREAS, the Present Vendor/Owner has duly mutated its name in All Concerning Government Records and thereafter the Vendor has decided to develop the said plots into a Residential Scheme, for which the Owner/Vendor has amalgamated the said Plot No.19 to 32 by the order of Tahsildar, Bramhapuri vide amalgamation Letter Dated 10-05-2016, bearing Ra.Ma.Kr.9/RTS/64/2015-16. Accordingly the Owner/Vendor has also submitted the Building Plan/Construction Map before Collector, Chandrapur and the same is duly Approved by the Town Planning Department on 11-07-2016, vide Building Permit No.Mouza.Beldati,/Tah-Bramhapuri/Sa.Kr.66/3/NRCH/1313 and duly sanctioned by Sub-Divisional Officer, Bramhapuri, vide Ra.Ma.Kr.02/MRC-81/Building Permit/2016-2017, date 01-10-2016.

AND WHEREAS the Vendor/Owner has submitted the aforesaid property to provisions of the Maharashtra Apartment Ownership Act., 1970 and for that purpose necessary Deed of Declaration, have been executed and registered before Sub-Registrar, Bramhapuri, at Serial No.1174/2016, on 06-10-2016. The proposed building named and styled as **"AAKASH"** and the name of entire scheme is **VIDARBHA ESTATE – 3**.

AND WHEREAS the Vendor/promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Vendor/promoter has proposed to construct on the project land one Building which is named as "AKASH" on the Project land comprising of 51 Flats/Apartments situated on the Ground plus Third Floor structure.

AND WHEREAS the Vendor/promoter has appointed a structural engineer for the preparation of the structural design and drawing of the building and the Vendor/promoter accepts the professional supervision of the architect and the structural engineer till the completion of the building/buildings.

AND WHEREAS the Vendor/promoter has sole and exclusive right to sell the apartments in the said building/s to be constructed by the Vendor/promoter on the project land and to enter into agreement/s with the allottee(s)/s of the apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/Purchaser, the Vendor/promoter has given inspection to the allottee/purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's architects Messrs ..... 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;

AND WHEREAS the Vendor/promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser/allottee has also satisfied himself / herself, in respect of the title of the Vendor, to the said property as good, valid, legal and marketable and same and after due verification of the same, the Purchaser/Allottee herein was desirous to execute the present agreement and all other relevant deeds and documents and has no further quarries regarding the same.

AND WHEREAS the Allottee/purchaser has applied to the Vendor/promoter for allotment of an Flat bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "AAKASH" (herein after referred to as the said "Building ") being constructed in the Project Land by the Vendor/promoter

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

AND WHEREAS, the Vendor/promoter has registered the project under the provisions of the real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____;

AND WHEREAS, under section 13 of the said act the Vendor/promoter is required to execute a written agreement for sale of said Apartment with the Allottee/purchaser, being in fact these presents and also register said agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendor/promoter hereby agrees to sell and the allottee/purchaser hereby agrees to purchase the Apartment/Flat

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

1. Property under sale: - That, the Allottee/Purchaser has agreed to purchase for his/ her exclusively residential use, Flat/Apartment No._____, situated on the _____Floor, having Carpet Area _____ Sq.Mtr. together with undivided proportionate share in land _____% in the said plot Nos.19 to 32, in the scheme of Developer/Vendor by name **"AAKASH",** which is described in detail in the Schedule "B" annexed hereunder.

2. Price: - That, the total consideration of the **Flat/Apartment** chosen by Allottee/Purchaser and hereby agreed to be sold, is fixed at **Rs._____/- (Rupees _____ Only)**. This price does not and shall not include the amount separately payable such as deposits / charges / incidental charges/payments to be made to various authorities for connection of electricity, power, water, sewer, administrative and incidental charges for formation of association / society as the case may be, and any other taxes, levies, Cess, imposed by Appropriate Government or Local Administration, Stamp Duty, Registration Charges, Legal Expenses, Advocate fees etc. All such price, cost, charges, taxes, expenses, overdue interest, if any etc. as mentioned in this para and elsewhere shall constitute the "consideration" amount.

3. Nominee Clause :- The Promoter/Vendor on his discretion and on the request of the Purchaser, may execute Sale Deed in the name of Purchaser/Allottee or his/her nominee or in the name of person suggested by the Purchaser/Allottee.

4. **SCHEDULE OF PAYMENT**:

That the Allottee/Purchaser has paid an amount of Rs._____/- (Rupees _____ Only) paid vide cheque No._____, Dated_____, Drawn on _____. However the Allottee/purchaser agreed to pay the balance consideration amount in the following manner:-

1.	At Plinth or Agreement of Sale whichever is earlier	40%
2.	At R. C. C. structure level	20%
3.	At the time of Brick work/plaster	20%
4.	At finishing level	15%
5.	At the time of possession	5%
		100%

In this manner the Allottee/Purchaser agreed to pay total consideration amount of **Rs._____/- (Rupees _____ Only)** to the Vendor/Promoter.

5. Time is essence for the Vendor/promoter as well as the allottee/purchaser. The Vendor/promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee/purchaser and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both as the case may be similarly, the allottee/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 Vendor/promoter as provided in Schedule of Payment.

6. Automatic cancellation: - Notwithstanding anything contrary contained in the agreement and without prejudice to the any of the contents of the foregoing paras or other contents, if the Allottee/purchaser fails to adhere strictly to any of the term and conditions of the this agreement, then the contract shall ipso facto come to an end and the Vendor/Promoter shall be relieved of all obligations under this agreement. No relaxation in past or present or indulgence in any form for any of the terms shall operate as waiver of this clause or any of the default clauses.

7. 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 Vendor/promoter undertakes and agrees that while raising a demand on the allottee/purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/promoter shall enclose the said notification/order/rule/regulation published/issued in the behalf to effect along with the demand letter being issued to the allottee/purchaser, which shall only be applicable on subsequent payments.

8. The Vendor/promoter shall confirm the final carpet area that has been allotted to the allottee/purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. Subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/promoter. It there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee/purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the allottee/purchaser. If there is any increase in the carpet area allotted to alllottee, the Vendor/promoter shall demand additional amount from the allottee/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.

9. Consent for modification etc.: - In the event of the Vendor/Promoter desiring to make alterations or additions in the said property under building bye-laws, rules and regulations of the Nagpur Improvement Trust/any other Authority or otherwise, the Vendor/Promoter shall be entitled to do so. The Purchaser hereby consents for such addition or modifications etc. Further if the Purchaser made suggestion/requirement of any alteration/modification in the interior design or interior civil works of the Flat/Apartment to the Vendor/Promoter, then it is on the sole discretion of the Vendor/Promoter to accept the suggestion/requirement. The Vendor/Promoter can refuse the same.

10. That, if the Vendor/promoter fails to abide by the time schedule for completing the project and handing over the Flat/Apartment to the allottee/purchaser, the Vendor/promoter agrees to pay to the allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the allottee/purchaser, for every month of delay, till the handing over of the possession. The allottee/purchaser agrees to pay to the Vendor/promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the allottee/purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the allottee(s) to the Vendor/promoter.

11. Without prejudice to the right of Vendor/promoter to charge interest, on the allottee/purchaser committing default in payment on due date of any amount due and payable by the allottee/purchaser to the Vendor/promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/purchaser committing three defaults of payment of installments, the Vendor/promoter shall at his own option, may terminate this agreement:

12. Provided that, Vendor/promoter shall give notice of fifteen days in writing to the allottee/purchaser, by registered post AD at the address provided by the allottee/purchaser and/or mail at the e-mail address provided by the alllottee, of his intention to terminate this agreement and of the specific beach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the allottee/purchaser fails to rectify the breach or breaches mentioned by the Vendor/promoter 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 Vendor/promoter shall refund to the allottee/purchaser by deducting 10% of the total consideration amount and the allottee/purchaser shall be eligible for refund of the balance, if any, without interest in due course.

13. Address of Serving of Notice: - All letters, receipt, notices to be issued and served upon the Purchaser shall be deemed to have been duly issued and served, if sent to the Purchaser at the address mentioned in this agreement, by pre-paid post or under Certificate of posting or by fax or email and shall duly and effectually discharge the Vendor/Promoter.

14. Delivery of Possession: - The actual and physical possession shall be delivered only upon the receipt of the complete "consideration" by the Vendor/Promoter and upon executing a written and stamped document while handing over the possession in favour of the purchaser.

15. Failure of Allottee/purchaser to take Possession of Apartment: Upon receiving a written intimation from the Vendor/Promoter, the Allottee/purchaser shall take possession of the Apartment from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Apartment to the allottee/purchaser. In case the allottee/purchaser fails to take possession, he/she shall continue to be liable to pay maintenance charges as applicable.

16. That, if within a period of five years from the date of handing over the Flat/Apartment to the Allottee/purchaser, the Allottee/purchaser brings to the notice of the Vendor/Promoter any structural defect in the Flat/Apartment or the building in which the Apartment are situated wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/purchaser shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act

17. That, the Vendor/Promoter shall not be liable to pay compensation or to make good any defect in the proprietary items used in the construction of the said **Flat/Apartment,** and proper claim regarding this shall directly be made by the Allottee/Purchaser, to the manufacturer of such items, keeping the Vendor/Promoter indemnified.

18. The Allottee/purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of RESIDENCE. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

19. That the Vendor/Promoter will form a society for plot owners/Duplex/Row House Owners as well as Residential Apartments/Flats constructed on each plot in entire Scheme Vidarbha Estate-3, and each plot owners/Duplex/Row House owners as well as Secretary of each Residential Apartments/Flats Scheme/Row House Scheme will be a member of the Society so formed. The above society will lookafter the entire maintenance of Vidarbha Estate-3, including Garden, Security etc.

20. That each Residential Apartments/Flats/Row House Scheme owner will have to pay the building maintenance amount to Building Maintenance Fund Account per Month for each Flat/Row Houses as decided by the Society and Charges/ Maintenance Expenses decided by the Society for maintenance of entire scheme of Vidarbha Estate-3.

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

i) Rs.1100/- for share money, application entrance fee of the Society.
ii) Rs.30,000/- for the M.S.E.B. Meter Connection/Electric Network.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee/purchaser as follows:

i. The Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter 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 Allottee/purchaser created herein, may prejudicially be affected;

vii. The Vendor/Promoter 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 Allottee/purchaser under this Agreement;

viii. The Vendor/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/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 allottees the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Vendor/Promoter 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 Vendor/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

22. THE PURCHASER/ALLOTTEE/S HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE VENDOR/PROMOTER AS FOLLOWS :-

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

ii. 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 Allottee/purchaser in this behalf, the Allottee/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 Vendor/Promoter to the Allottee/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 Allottee/purchaser committing any act in contravention of the above provision, the Allottee/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 Vendor/Promoter and/or the Society or the Limited Company.

v. 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.

vi. It is agreed by the Allottee/Purchaser that the Elevational Part can not be changed or disturbed by him/her and the Balconies of the Apartment agreed to be

purchased by him/her can not be enclosed, if in this regard, the Allottee/Purchaser found to do so, he/she can be penalized and the losses and repair charges will be borne by the Allottee/Purchaser only. No additional Grills or Glasses or anything will be allowed in the Elevational part or Balcony Areas. The Allottee/Purchaser will not be allowed any type of additional construction in the Elevational Part and outer area, in any condition.

vii. It is agreed by the Allottee/Purchaser that the space for cloths drying will be provided in the Balcony area of the Kitchen only and the Allottee/purchaser can not put the cloths for drying in any other Balcony areas. These conditions are made to keep the building elevation maintained and beautiful and if Allottee/Purchaser found to disturb the conditions, he/she can be penalized.

viii. Pay to the Vendor/Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

x. The Allottee/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 Allottee/purchaser to the Vendor/Promoter under this Agreement are fully paid up.

xi. The Allottee/purchaser shall observe and perform all the rules and regulations which the Society 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 Allottee/purchaser shall also observe and perform all the stipulations and conditions laid down by the Society 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.

23. Right to enter/ repair etc. :- The Allottee/Purchaser shall permit the Vendor/Promoter or other Allottee/purchaser and their Surveyors or agents with or without workmen and others at all reasonable times to enter into and upon his Flat/Apartment or any part thereof to view, examine, repair etc.

24. Unlawful entry:- Upon execution of this agreement, the Allottee/purchaser shall not have any right, title or interest for entry or right to use or occupy the Flat/Apartment in any form in any manner. Notwithstanding anything contained, any such attempt, whether unsuccessful or otherwise, in any form, shall amount to the criminal trespass and shall make the Allottee/purchaser or anybody claiming through or under him liable for criminal and civil consequences; beside instant and automatic cancellation of the agreement; and permanent and full forfeiture

and deprivement of the "consideration", if any paid. Besides that the Allottee/purchaser and all such person shall be liable for liquidated damages not

less than the price of the Flat/Apartment prevailing and other exemplary damages. Similar shall be consequences of any attempt of encroachment or intrusion.

25. Applicability of acts of God, acts and omission of purchaser/allottee etc: - The Vendor/Promoter agree to complete the said sale on or before the expiry of the period of the Eighteen Months from the date of execution or registration of this agreement, whichever is latter, subject to the Allottee/purchaser paying the "consideration" amounts on due dates/time/place and fulfill all his obligations. The obligation of the Vendor/Promoter and Owner is subject to any Acts of God, Vis Major, Force Majeure which include earthquake, flood, change of law, any labour causalities/disputes, any acts or omission on the part of the Allottee/purchaser making completion of contract by the Vendor/Promoter and Owner as impossible or difficult one, and any other like situation, or any other reasons beyond the control of the Vendor/Promoter. The Allottee/Purchaser shall not be entitled to claim any damages whatsoever. Any litigation initiated in the matter pertaining to the said Scheme/Flat/property etc. shall be construed as acts of God. Delay in getting the required permissions; consents etc. shall entitle the Vendor/Promoter to proportionately postpone the execution and registration of the conveyance.

26. Non-liability after handing over of the Flat/Apartment:- The Vendor/Promoter shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the said Flat/Apartment to the Allottee/Purchaser.

27. Payment of Taxes/Charges etc. : -

27.1 So long as each Flat/Apartment in the said Scheme is not being separately assessed for taxes, revenue, non agricultural taxes, Grampanchyat Tax, Municipal Tax, Ground Rent, Demand Charges and water rates etc. by the Grampanchayat, Tahsildar/SDO, Collector and any other authorities, the Allottee/Purchaser shall pay proportionate share of the same. The Allottee/Purchaser further agrees to pay water taxes/Electric Charges and other taxes/levies/outgoings etc. assessed on the whole property/ Scheme PROVIDED, HOWEVER, that if any special taxes and/or rates are demanded by authorities by reason of any permitted use, the Allottee/Purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the Flat/Apartment, the Allottee/Purchaser and other purchasers shall observe and perform all the Rules and Regulations of the Grampanchayat, Tahsildar/SDO, Town Planning Department, Collector and other statutory bodies and shall indemnify and keep indemnified the Vendor/Promoter against any loss or damage. The liability of the Allottee/purchaser to pay the taxes, levies and other like liability etc shall commence from the date of this agreement.

27.2 That, the Allottee/purchaser shall also pay Taxes which is due or may be levied by the Government of Maharashtra or the Union Government or any other authority/authorities as per the time schedule decided by the Government Authorities on the Agreement Value/Market Value of the Flat/Apartment.

28. Name of the scheme etc:- The name of the scheme shall be exclusive prerogative the Vendor/Promoter.

29. Payments of cost etc.:- All costs, charges, and expenses in connection with preparing, embossing, e-stamp, franking, stamping and registering all the

agreements, conveyance or any other documents required to be executed by the Vendor/Promoter and/or the Allottee/Purchaser as well as the entire professional costs of the Advocates of the Vendor/Promoter in preparing and approving all such documents shall be borne and paid proportionately by all the Allottees/purchasers / holders of the said Flat/Apartment in the said plot. The Purchaser alone shall also proportionately pay all stamps, registration and other out-of-pocket expenses. The proportionate share of such costs, charges and expenses payable by the Allottee/Purchaser shall be paid by him immediately on demand. The Vendor/Promoter shall not contribute anything towards such expenses.

30. Open space, parking and other areas :-

30.1 That the Vendor/Promoter shall have right to affix the display board for advertisement on the terrace and elevated portion of the building. The Allottee/purchaser shall not obstruct to the Vendor/Promoter for the same.

30.2 The rights of affixing the advertisement boards, Neon Sign boards, or allowing to put such boards on terrace floor, on external walls etc. shall always vests with the Vendor/Promoter. However, the Vendor/Promoter will share the common electricity charges, required for the aforesaid purpose or shall affix separate electric meter for the same or otherwise Vendor/Promoter may obtain separate electric meter for the same.

30.3 The Vendor/Promoter have right to provide and allow any person/agency for installation of dish antenna, Mobile Phone Tower, substations etc. at terrace of the Building.

30.4 The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Apartment. The Vendor/Promoter shall be entitled to utilize any increased or unconsumed FSI on the plot of land. All open spaces, parking etc., subject to rights of the Vendor/Promoter on the FSI. It is specifically agreed between the parties that the Vendor/Promoter shall utilize the available unconsumed permissible F.S.I. which is now available or that may be available in future and the Allottee/Purchaser shall not obstruct the Vendor/Promoter from utilizing and consuming the said F.S.I. in respect of the said plot of land. In other words, all the rights, title and interest over such unconsumed FSI and future FSI shall remain with the Vendor/Promoter. The Allottee/purchaser shall not create any let or hindrance in the process of consumption of unconsumed FSI &/or future FSI which may be available to the Vendor/Promoter on account of change of building regulations. That in case of utilization of additional FSI by the Vendor/Promoter, the undivided share and interest of each Flat/Apartment Owner in the plot of land will be changed/revised accordingly and the Allottee/Purchaser will not object for the same and the Allottee/Purchaser is having consent for the same.

30.5 That, the entire open space of land, parking, terrace, stair case, lobby, passage, meter room, switch room, sump, motor pump, over head tank, Compound Wall, Entry Gate, outer elevation of building, all fitting and fixtures thereon shall always be common properties for the use and beneficial enjoyment of all owners/occupants in the said building and it is hereby clearly understood by the Allottee/purchaser that he/she will not be entitled to exclusive use of any part or portion thereof.

31. Priority and Primacy of dues of the Vendor/Promoter:- The Vendor/Promoter shall, in respect of any amount payable by the Allottee/Purchaser under the terms and conditions of this Agreement, have a first

lien and charge on the said Flat/Apartment agreed to the acquired by the Allottee/Purchaser.

32. That the Allottee/Purchaser is fully aware that the said entire property is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering Deed of Declaration. The Allottee/Purchaser declares that he/she has received the copy of Deed of Declaration and this Agreement and further he/she has read and understood the contents of the same and after agreeing upon them has agreed to purchase the said flat/Apartment and signed this Agreement. The Allottee/Purchaser specifically agreed that he/she will always abide by the provisions contained in the said Deed of Declaration and by-laws appended thereto and this Agreement.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER OR SUBSEQUENT ALLOTTEES/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/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

34. The Allottee/purchaser and/or Vendor/Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Authorized Signatory will attend such office and admit execution thereof.

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

36. 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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulation, Thereunder.

37. 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 Nagpur courts will have the jurisdiction for this Agreement

SCHEDULE "A"

ALL THAT Plot Nos.19 to 32, admeasuring about 2460.79 Sq.Mtr., situated in the Layout of Khasra/Survey No.66/2, P.H.No.14, which is known as **"VIDARBHA ESTATE – 3",** situated at Maldongri Road, Near Bramhapuri Railway Station, Bramhapuri, Tahsil – Bramhapuri, District - Chandrapur. The said plots are bounded as under:

Boundary of Plot No.19 to 32

ON THE EAST	-	9 MTR., ROAD
ON THE WEST	-	6 MTR., ROAD
ON THE NORTH	-	6 MTR., ROAD
ON THE SOUTH	-	9 MTR., ROAD

SCHEDULE "B"

DESCRIPTION OF FLAT/APARTMENT CHOSEN BY THE PURCHASER/ALLOTEE

ALL THAT R.C.C. structure consisting of a residential unit having **Flat/Apartment No._____,** situated on the _____ **FLOOR**, having Carpet Area _____ Sq.Mtr., together with undivided proportionate share in land _____ in the said plot Nos.19 to 32, in the scheme by name **"AAKASH",** being constructed on Plot Nos.19 to 32, admeasuring about 2460.79 Sq.Mtr., situated in the Layout of Khasra/Survey No.66/2, P.H.No.14, which is known as **"VIDARBHA ESTATE – 3",** situated at Maldongri Road, Near Bramhapuri Railway Station, Bramhapuri, Tahsil – Bramhapuri, District - Chandrapur. The said flat/apartment is bounded as under:

Boundary of Flat/Apartment No._____

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF AGREEMENT FOR SALE ON THE DAY, DATE, MONTH AND THE YEAR FIRST ABOVE MENTIONED IN PRESENCE OF THE ATTESTING WITNESSES AS FOLLOWS:

WITNESSES :-

1._____

M/S. VIDARBHA TOWN DEVELOPERS

acting through its Partner –



1) MR. AMIT AMAL KARMAKAR

2._____



2) MR. SHAILESH NARAYAN THORANE
PROMOTER/VENDOR

_____

(ALLOTTEE/PURCHASER)