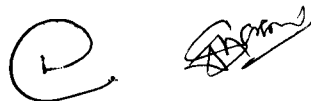


## **AGREEMENT OF SALE**

VALUED AT RS. \_\_\_\_\_/-  
(RUPEES \_\_\_\_\_ ONLY)  
STAMP DUTY RS. \_\_\_\_\_/-  
MARKET VALUE RS. \_\_\_\_\_/-

AAKASH GANGA-6,  
ROW HOUSE NO. \_\_\_\_\_,  
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.10 to 15, total admeasuring 900 Sq.Mtr., situated in Land Survey No.66/3, P.H.No.14, 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 originally Shri Amit Vasant Rao Mendhule & 3 Others, have purchased the said Khasra No.66/3 from Sau. Kanta Bhaurao Navlakhe through power of attorney Sau. Chanda Sudhakar Rao Navlakhe, vide Deed of Sale, Dated-28/01/2011, registered at Serial No.144/2011, before Sub-Registrar Office, Bramhapuri. Thereafter they have duly mutated their names in 7/12 Extract record.

WHEREAS the aforesaid Shri. Amit Vasant Rao Mendhule & 3 Others, 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.53/N.A.P.34/2010-2011 and accordingly Layout Map was also sanctioned for Residential use.

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WHEREAS, Shri. Amit Vasant Rao Mendhule & 3 Others, have sold Plot No.10, 11 and 12 to Sau. Faujiya Javedkhan Pathan and Plot No.13, 14 and 15 to Shri. Hanifkhan Sardarkhan Pathan, vide Deed of Sale, Dated - 31/12/2011, registered at Serial No.1856/2011 and 1858/2011, before Sub-Registrar Office, Bramhapuri.

WHEREAS, the aforesaid purchasers which is mentioned as above, has agreed to sale aforesaid plots/property i.e. Plot No.10 to 15 to the Present Promoter/Vendor i.e. M/s. Vidarbha Town Developers, and accordingly the parties have executed the following Sale Deed in favour of Promoter/Vendor which is duly registered in the office Sub-Registrar, Bramhapuri:-

| Plot No. | Seller                            | Purchaser/ Grantor            | Date       | Serial No. |
|----------|-----------------------------------|-------------------------------|------------|------------|
| 10 to 12 | Sau. Faujiya Javedkhan Pathan     | M/s. Vidarbha Town Developers | 05/10/2015 | 1124/2015  |
| 13 to 15 | Shri. Hanifkhan Sardarkhan Pathan |                               | 05/10/2015 | 1123/2015  |

AND WHEREAS, the Promoter/Vendor has duly mutated its name in All Concerning Government Records and thereafter the Promoter/Vendor has decided to develop the said plots into a Residential Scheme, for which the Promoter/Vendor has amalgamated the said Plot No.10 to 15 by the order of Tahsildar, Bramhapuri vide amalgamation Letter Dated 10-05-2016, bearing Ra.Ma.Kr.13/RTS/64/2015-16. Accordingly the Promoter/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/1312 and duly sanctioned by Sub-Divisional Officer, Bramhapuri, vide Ra.Ma.Kr.03/MRC-81/Building Permit/2016-2017.

AND WHEREAS the Promoter/Vendor 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.1339/2016, on 29-11-2016. The proposed building named and styled as “**AAKASH GANGA-6**” 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. 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 GANGA-6” on the Project land comprising of 8 (EIGHT) ROW HOUSES.

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 Row House 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 Row House 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 ROW HOUSE NO. \_\_\_\_\_ in the Building called AKASH GANGA-6 (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 Row House 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 ROW HOUSE.

**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, Row House No. \_\_\_\_\_, Comprising of Ground and First Floor, having Carpet Area \_\_\_\_\_ Sq.Mtr. together with undivided proportionate share in land \_\_\_\_\_ in the said plot Nos.10 to 15, total admeasuring about 900 Sq.Mtr., in the scheme by name "AAKASH GANGA-6", which is described in detail in the Schedule "B" annexed hereunder.

2. Price: - That, the total consideration of the **ROW HOUSE** 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 Row House 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.

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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. If 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 allottee, 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 ROW HOUSE 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 ROW HOUSE 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.

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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 allottee, of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the 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 Row House: Upon receiving a written intimation from the Vendor/Promoter, the Allottee/purchaser shall take possession of the Row House 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 Row House 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 ROW HOUSE to the Allottee/purchaser, the Allottee/purchaser brings to the notice of the Vendor/Promoter any structural defect in the ROW HOUSE or the building in which the Row House 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 ROW HOUSE, 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 Row House 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.

Apart from above maintenance amount 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 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 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 and common areas;

A handwritten signature in black ink is written over a circular stamp. The stamp contains a checkmark and some illegible text.

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 Row House 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 Row House 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 ROW HOUSE MAY COME, HEREBY COVENANTS WITH THE VENDOR/PROMOTER AS FOLLOWS :-

i. To maintain the Row House at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Row House is taken and shall not do or suffer to be done anything in or to the building in which the Row House 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 Row House is situated and the Row House itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Row House 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 Row House 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 Row House is situated, including entrances of the building in which the Row House is situated and in case any damage is caused to the building in which the Row House is situated or the Row House 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 Row House and maintain the Row House 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 Row House is situated or the Row House 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 Row House 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 Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House is situated and shall keep the portion, sewers, drains and pipes in the Row House 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 Row House 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 Row House without the prior written permission of the Vendor/Promoter and/or the Society.

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

vi. 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 Row House is situated.

vii. 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 Row House by the Allottee/purchaser for any purposes other than for purpose for which it is sold.

viii. 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 Row House until all the dues payable by the Allottee/purchaser to the Vendor/Promoter under this Agreement are fully paid up.

ix. 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 Row Houses 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 Row House 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 ROW HOUSE 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 ROW HOUSE 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 deprivation 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 ROW HOUSE 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 later, 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 casualties/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/ ROW HOUSE /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 ROW HOUSE :-

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 ROW HOUSE to the Allottee/Purchaser.

27. Payment of Taxes/Charges etc. :-

27.1 So long as each ROW HOUSE 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 ROW HOUSE, 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

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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 ROW HOUSE.

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 ROW HOUSE in the said plots. 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. 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 ROW HOUSE agreed to the acquired by the Allottee/Purchaser.

31. 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 ROW HOUSE 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.

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

33. 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.

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

35. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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.

36. 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 piece and parcel of property bearing **Plot No.10 to 15**, Total admeasuring about **900 Sq.Mtr.** situated in Land Survey No.66/3, P. H. No.14, which is known as **"VIDARBHA ESTATE - 3"**, in Village/Mauza - Beldati, Tahsil – Bramhapuri, District - Chandrapur and the same is bounded as under :

|              |   |                |
|--------------|---|----------------|
| ON THE EAST  | - | PLOT NO.09     |
| ON THE WEST  | - | PLOT NO.16     |
| ON THE NORTH | - | ROAD           |
| ON THE SOUTH | - | PLOT NO.2 TO 7 |

## SCHEDULE "B"

### DESCRIPTION OF ROW HOUSE CHOSEN BY THE PURCHASER/ALLOTEE

ALL THAT R.C.C. structure consisting of a residential unit having **ROW HOUSE NO.\_\_\_\_**, Comprising of Ground and First Floor, having **Carpet area \_\_\_\_\_ Sq.Mtrs.**, together with \_\_\_\_\_ undivided proportionate share and interest in the said plot Nos.10 to 15, total admeasuring about 900 Sq.Mtr., in the scheme by name **"AAKASH GANGA-6"**, being constructed on **Plot No.10 to 15**, total admeasuring about **900 Sq.Mtr.**, situated in the Layout of Khasra/Survey No.66/3, P.H. No.14, which is known as **"VIDARBHA ESTATE - 3"**, at **Mouza – Beldati**, Tahsil – Bramhapuri, District – Chandrapur.



### BOUNDARY OF ROW HOUSE AS UNDER

|              |   |
|--------------|---|
| 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)**