Shri Tirupati Corporations

Digras

Ref. Date:

To,

_____
_____
_____

Subject: - Allotment of Shop / Flat No._____ on the _____floor in our scheme called "**Tirupati -2**" situated at Survey No 11/1 Plot No 1 & 2, MOUZA - Digras, Dist.: Yavatmal 445203.

ALLOTMENT LETTER

Dear Sir,

We pleasure to confirm that you have been allotted Shop NO _____ Floor in our scheme **"Tirupati** -2**"** situated at Survey No 11/1 Plot No **1 & 2**, MOUZA - Digras, Dist.: Yavatmal 445203.

Thanking You

Yours Faithfully

For Shri Tirupati Corporations

ADDRESS: - Shri Tirupati Corporations; C/O Bang Hospital Digras Dist. Yavatmal 445203

AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY) VALUATION

AS PER ANNUAL STATEMENT OF RATES (ASR) RS. ONLY

THIS AGREEMENT TO SELL is made and executed at Digras on this _____ Day of_____, 2017, BETWEEN: **Shri Tirupati Corporations** (Income Tax Permanent Account No. ADHFS7063H), a Company duly incorporated under the Companies Act, 1956, having its registered Office at Bang Hospital,Digras,Dist.Yavatmal 445203, acting through its Director Dr Sanjay V Bang**,** Aged about 45 Years And Ajay V Bang Aged about 47 Years, Occupation – Business, Resident of Digras – 445203, Tahsil: Digras and District – Yavatmal, hereinafter called the **"VENDOR/DEVELOPER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"COMPANY" and its "DIRECTORS",** as well as, its liquidators, administrators, successors and assigns of the **ONE PART.**

AND

MRS./SMT./SHRI. _____W/o-S/o_____, Aged about ____ Years, Occupation -_____, (Income Tax Permanent Account No._____), Resident of_____ Nagar, Digras-445203_, Tahsil and District – Yavatmal, hereinafter called the **"PURCHASER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

WHEREAS, the Vendor/Developer hereinabove named does an exclusive, absolute and full Owner in possession of the property comprise ALL THAT Piece and Parcel of land bearing Plot No. 1 & 2 out of the Survey No 11/1 Digras, containing by admeasurement 1125.97 Sq. meters. Within the limits of the Nagar Parishad Digras and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***

WHEREAS ALL THAT Piece and Parcel of land bearing Plot Nos. 1&2 out of the layout of Survey No 11/1 Digras, containing by total admeasurement 1125.97 Sq. Meters., being a portion of the entire land bearing City Survey No.11/1 of Mouza – Digras, situated at Digras, within the limits of the Nagar Parishad Digras, Originally belonged to Dr Vivek Vishnupant Bhaskarwar,

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

WHEREAS the Vendor/Developer is in possession of the project land and it has fully entitled and enjoined upon to construct a Multistoried building on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the Vendor/Developer has proposed to construct on the project land a Multistoried Building, having Basement and 3 (Three) Upper Floors consisting of 38 Commercial Shops and 10 Residential Flats; AND

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

WHEREAS the Vendor/Developer shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period; AND

WHEREAS the Vendor/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the Multistoried Building proposed to be constructed on the said Plots of land and the same is accepts the professional supervision of the Architect and the structural Engineer till the completion of the building; AND

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

WHEREAS on demand from the Purchaser, the Vendor/Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's/Developer's Architects Messer's K2 Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title Documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor/Developer and satisfied herself/himself/themselves about the title of the Vendor/Developer to the said Property and to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor/Developer has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/Developer; AND

WHEREAS the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the CEO, Nagar Parishad Digras. Dated 04-08-2017 have been ***annexed hereto and marked as Annexure C-1***; AND

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

WHEREAS the Vendor/Developer has submitted the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s 2 of the said Act on 01-11-2017 and the same is duly Registered at the Office of the Sub Registrar, Digras. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their

successors in title; AND

WHEREAS the Vendor/Developer above named has accordingly commenced construction of the said building in accordance with the said sanctioned Building Plans; AND

WHEREAS the Purchaser has applied to the Vendor/Developer for purchase of Shop No.____ on_____Floor in the Building proposed to be constructed on the said Project Land and to be known and styled as **"Tirupati -2"** out of the said Project; AND

WHEREAS the carpet area of the said Shop is_____**square meters**
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 prior to the execution of these presents the Purchaser has paid to the Vendor/Developer a sum of Rs._____(Rupees_____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Developer to the Purchaser as advance payment or Application Fee (the Payment and receipt whereof the Vendor/Developer hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor/Developer the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, the Vendor/Developer has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority; AND

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

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

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

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Bassement and 3(Three) Upper Floors.

1.a i) The Purchaser hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser Shop No. ___Having carpet area admeasuring ____ Sq. Meters on_____Floor of a Building proposed to be constructed on the aforesaid Plots of land of Rs.__/- (Rupees_____Only) which includes:

i) Rs._____/- towards cost of Shops,

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs._____/- (Rupees_____Only) ***(not exceeding 10% of the total consideration)*** as advance payment or Application Fee and hereby agrees to pay to the Vendor/Developer the balance amount of Rs _____/- (Rupees_____Only) in the following manner:-

i) Rs._____/- (_____) Only ***(Not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of execution of this Agreement.

ii) Rs._____/- (_____) Only ***(Not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the Plinth of the building

iii) Rs._____/- (_____) Only ***(Not exceeding 50% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the First Floor Slab including podiums and stilts of the building.

iv) Rs._____/- (_____) Only ***(Not exceeding 60% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the Second Floor Slab including podiums and stilts of the building.

v) Rs._____/- (_____) Only ***(Not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the

Vendor/Developer within days from the date of completion of the Third Floor Slab including podiums and stilts of the building.

(***Note: Each of the installments mentioned in the sub clause (iii) to (v) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-stored building).***

vi) Rs._____/- (_____) Only ***(Not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the walls, internal plaster, floorings doors.

vii) Rs._____/- (_____) Only ***(Not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level

viii) Rs._____/- (_____) Only ***(Not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing.

ix) Rs._____/- (_____) Only ***(Not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor/Developer within____ days.

x) Rs._____/- (_____) Only Agreed to be paid by the Purchaser to the Vendor/Developer against and at the time of handing over of the possession of the Shop to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. **(RUPEES_____ ONLY).**

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

1.b The Purchaser does hereby state and declares that she/he shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor/Developer and to credit the same in the appropriate account of Income Tax Department.

1.c THAT the Vendor/Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor/Developer.

1.d THAT during the period of building construction the Purchaser with 2 (Two) days advance intimation to the Vendor/Developer, may enter upon the said Plots of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.e The Vendor/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser to the Vendor/Developer by discounting such early payments @ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and

such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor/Developer. [If applicable].

1.f The Purchaser do hereby authorizes the Vendor/Developer 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 Vendor/Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor/Developer to adjust her/his payments in any manner.

2.1 THAT, the Vendor/Developer 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 Shop to the Purchaser, obtain from the concerned local authority Occupancy and/or Completion certificates in respect of the said Apartment.

THAT, Time is essence for the Vendor/Developer as well as the Purchaser. The Vendor/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser after receiving the Occupancy certificate or the Completion Certificates, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by her/him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Developer as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Vendor/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is Square Meters only and Vendor/Developer has planned to utilize Floor Space Index of_____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 Vendor/Developer has disclosed the Floor Space Index of _____as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor/Developer by utilizing the

Proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Developer only.

4.1 If the Vendor/Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the

Vendor/Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor/Developer, 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 to the Vendor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer.

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

Provided that, Vendor/Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of her/his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor/Developer within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation/termination, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Shop which may till then have been paid by the Purchaser to the Vendor/Developer.

5. The Vendor/Developer shall give possession of the Shop to the Purchaser on or before _____ day of_____20____ but subject 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 Vendor/Developer any other reasonable cause and the Purchaser agrees 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 Vendor/Developer. If the Vendor/Developer fails or neglects to give possession

of the Apartment to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date, then the Vendor/Developer shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Developer received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendor/Developer 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 Vendor/Developer upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor/Developer shall give possession of the said Apartment to the Purchaser. The Vendor/Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Developer or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor/Developer to the Purchaser intimating that the said Apartment is ready for use and occupancy. THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor/Developer else Purchaser shall be treated as a trespasser.

7.3 THAT the Vendor/Developer does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and

Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor/Developer will execute a proper Sale Deed relating to the Undivided share and interest in the said Plots of land and also the entire R.C.C. Superstructure comprising Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor/Developer.

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

7.5 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendor/Developer as per clause (8.1) the Purchaser shall take possession of the Apartment from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor/Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendor/Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser and her/his successors-in-title.

7.6 The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act, deed or thing, whereby the right,

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

proposed to be constructed on the said Plots of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/Developer shall not pay, nor shall the Purchaser demand any rent etc. for any signs displayed by the Vendor/Developer.

9.1 That the Vendor/Developer has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the prospective Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

9.2 THAT the Purchaser agrees 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 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 or any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The Vendor/Developer shall, within (___) Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/Developer and/or the owner in the said structure of the Building in which the said Apartment is situated.

9.5 Within 15 (Fifteen) days after notice in writing is given by the Vendor/Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building namely local taxes 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. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Purchaser shall pay to the Vendor/Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor/Developer provisional monthly contribution of Rs._____/- Per Month towards the outgoings. The amounts so paid by the Purchaser to the Vendor/Developer shall not carry any interest and remain with the Vendor/Developer until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER:

The Vendor/Developer hereby represents and warrants to the Purchaser as follows:

i. The Vendor/Developer 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/Developer 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/Developer 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; title and interest of the Purchaser created herein, may prejudicially be affected;

vi. The Vendor/Developer has not entered into any agreement for sale and/or

development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

vii. The Vendor/Developer is not restricted in any manner whatsoever from selling the said Shop to the Purchaser in the manner contemplated in this Agreement;

viii. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

ix. At the time of execution of the Sale Deed of the Shop in favour of the Purchaser, the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

x. The Vendor/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor/Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

12. 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, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

13. After the Vendor/Developer executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created by it then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

14. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Developer. If the Purchaser fails to execute and deliver to the Vendor/Developer this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer, then the Vendor/Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

15. 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.

16. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

17. 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.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Shop.

19. 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.

20. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer through its authorized signatory at the Vendor/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Purchaser, in Digras after the Agreement is duly executed by the Purchaser and the Vendor/Developer 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 Digras.

21. The Purchaser and/or Vendor/Developer 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 Vendor/Developer will attend such Office and admit execution thereof.

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

_____ Name of Purchaser

_____ (Purchaser's Address)

Notified Email ID: _____

M/s_____

(Name of Developer / Promoter / Confirming Party name)

_____

(Address of Developer / Promoter / Confirming Party)

Notified Email ID: _____

It shall be the duty of the Purchaser and the Vendor/Developer 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 Vendor/Developer or the Purchaser, as the case may be.

22. JOINT PURCHASERS: In case there are Joint Purchasers all communications shall be sent by the Vendor/Developer to the Purchaser whose name appears first and at the address given by her/him which shall for all intents and purposes to consider as properly served on all the Purchasers.

23. 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.

24. 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.

25. 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.

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

IN WITNESS WHEREOF the VENDOR/DEVELOPER and the PURCHASER hereinabove named have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at Digras in presence of the attesting witnesses signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and Parcel of land bearing Plot No. 1 & 2 out of the layout of Survey No 11/1 Digras, containing by admeasurement 1125.97 Sq. Meters. being a portion of the entire land bearing of Digras, situated at Nagar Parishad Digras Tahsil Digras and District – Yavatmal and bounded as under :-

ON THE EAST - **Highway**,

ON THE WEST - **ROAD,**

ON THE NORTH - **AgriculturalLand**,

ON THE SOUTH - **Agricultural Land**

SECOND SCHEDULE ABOVE REFERRED TO

[Here set out the nature, extent and description of common areas and facilities.]

(1)

(2)

(3)

(4)

(5)

RECEIPT

Received of and from the Purchaser above named the sum of Rupees ...../- (Rupees_____) only on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.