Shri. Pravin Ratanlalji Jain

PARTNERS

VENDOR

(_____)

PURCHASER

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor to the project land).

ANNEXURE –C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –D

(Authenticated copies of the Floor plans)

ANNEXURE – E

(Common Facilities of Project),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of land bearing Residential Plot No. 10 (TEN) containing by admeasurement Length 60.629 Meters x Breadth 38.500 Meters equal to 2,334.217 Sq. Mtrs. (i.e. 25,125.51 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 78, 166, 167 & 168 of MOUZA – JAITALA, P.S.K. 44, bearing City Survey Nos. 469 & 648 and Sheet Nos. 37 (571) & 44(572), situated at Jaitala, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and more particularly described in the **Schedule – "A"** hereunder written ***(hereinafter referred to as "the project land")***

WHEREAS, ALL THAT Pieces and Parcel of land bearing Kh. Nos. 78, 166, 167 & 168 of MOUZA – JAITALA, P.S.K. 44, having an area of 0.39 Hectares & 7.29 Hectares respectively thus totaling 7.68 Hectares (76800 Sq. Mtrs.) bearing City Survey Nos. 469 & 648 and Sheet Nos. 37 (571) & 44(572), situate at Jaitala, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR, originally belonged to M/s. Shri Kedareshwar Builders And Developers, having purchased the same by it from (i) Shri Madhukar S/o Late Shri Purushottam Dhabe, (ii) Shri Prabhakar S/o Late Shri Purushottam Dhabe and (iii) Miss. Sarai D/o Late Shri Purushottam Dhabe, (iv) Shri. Shirish S/o Mukund Dhabe, (v) Shri. Girish S/o Mukund Dhabe, (vi) Shri. Kanchan S/o Mukund Dhabe and (vii) Mrs. Naina W/o Ramakant Tarsekar, by a Sale Deed dated 11-12-2012, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 6227 on even date; AND

WHEREAS, the said M/s. Shri Kedareshwar Builders And Developers prepared a Plan of the layout for the said Kh. Nos. 78, 166, 167 & 168 consisting of various Plots of different sizes therein and the said layout is tentatively approved by the Asst. Director, Town Planning, Nagpur Municipal Corporation on 04-05-2013; AND

WHEREAS, the said M/s. Shri Kedareshwar Builders And Developers has got the above said land bearing Kh. No. 78 converted for Non-Agricultural (Residential) use as per the letter of the Collector, Nagpur bearing No. Pres/kur/Collector/KV/423/2013 Dated 04-05-2013 in the Revenue Case No. 75/NAP-34/2012-2013 and Kh. No. 166, 167 & 168 converted for Non-Agricultural (Residential) use as per the letter of the Collector, Nagpur bearing No. Pres/kur/ Collector/ KV/424/2013 Dated 04-05-2013 in the Revenue Case No. 74/NAP-34/2012-2013; AND

WHEREAS the aforesaid M/s. Shri Kedareshwar Builders And Developers hereon jointly transferred the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Residential Plot No. 10 (TEN) containing by admeasurement Length 60.629 Meters x Breadth 38.500 Meters equal to 2,334.217 Sq. Mtrs. (i.e. 25,125.51 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 78, 166, 167 & 168 of MOUZA – JAITALA, P.S.K. 44,

bearing City Survey Nos. 469 & 646 and Street Nos. 37 (571) & 44(572), situated at Jaitala, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR by way of Sale to M/s. NOVELLUS INFRASTRUCTURE, the Vendor named hereinabove, by a Sale Deed Dated 29-09-2014, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5129 on even date. As a result therefore the Vendor abovenamed has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS, the Vendor later on decided to develop the Project Land into a **"RESIDENTIAL ESTATE"** by constructing Multistoried Buildings thereon consisting of various self contained separate Apartments therein; AND

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

WHEREAS, the Vendor is in possession of the project land and it is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the Vendor has proposed to construct on the project land 1 (ONE) Building, having Ground Floor for Parking and 7 (SEVEN) Upper Floors consisting of 58 (FIFTY EIGHT) self contained separate Apartments therein;

WHEREAS, the Vendor 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;

WHEREAS, the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; ***authenticated copy is attached in Annexure 'F'***;

WHEREAS, the Vendor has appointed Architect Mr. _____ having its office at _____ who is duly registered with the Council of Architects at CA / _____/ _____;

WHEREAS, the Vendor has also appointed the Structural Engineer Mr. _____ having their office at _____ for structural designs and drawings of the building/s and the Vendor shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

WHEREAS, the Vendor has also appointed plumbing engineer _____ having address at _____ to design the water treatment, storage and pipeline infrastructure for the Project.

WHEREAS, the Vendor has also appointed electrical engineer _____ having address at _____ to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.;

WHEREAS, the Vendor has also appointed landscape architect _____ having their office at _____ to design the various landscaping features such as plantation, amenities, entrance gate etc.;

WHEREAS, the Vendor has sole and exclusive right to sell the Apartments/Row Houses/ Villas/ Shops / Chambers / Office Premises / Godowns in the said buildings to be constructed by the Vendor on the Project Land and to enter into Agreements with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Vendor 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 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 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 and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor 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;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively***;

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved Assistant Director of Town Planning Department Nagpur Municipal Corporation, Nagpur vide his Building Permit No.

123/SP/JATALA/TP/NMC/120 Dated 25-02-2016 have been **annexed hereto and marked as Annexure C**.

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

WHEREAS, the Vendor has obtained environment clearance from State Level Environment Impact Assessment Authority,(SEIA), Mumbai, Vide Letter dated _____ bearing No. SEAC-____/C.R.___/TC-____.

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

WHEREAS, the Vendor has dedicated 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, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No.1 at Sr. No. 1168 on 01-03-2016. 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.

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

WHEREAS, the Purchaser has applied to the Vendor for purchase of Apartment No. ____ on _____ Floor in Wing ____ situated in the Building No. _____ being constructed in the _____ phase of the said Project.

WHEREAS, the carpet area of the said Apartment is _____ **square meters**, Open Balcony area is _____ **square meters**; Enclosed Balcony area is _____ **square meters**; Terrace area is _____ **square meters.**;

WHEREAS, for the purpose of this agreement following areas are defined :

Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace

area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in **SCHEDULE – "A"**.

Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE – "A"**.

Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in **SCHEDULE – "A"**.

Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

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

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

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

WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Apartment with the Purchaser for the sale in respect of the said apartment and therefore, Vendor and the Purchaser are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor 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 Ground Floor and 7 (SEVEN) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of 56 (FIFTY EIGHT) Apartments to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment No. ___ of the type ___ having carpet area admeasuring ____ Sq. Metres on _____ Floor in the Building/Wing _____ (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure C** for the total sale consideration of Rs. _____/- (Rupees _____ Only) After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs.** _____ /- **(Rupees** _____**)** to be paid by the Purchaser to the Vendor towards the said Apartment hereinafter referred to as the **"Consideration amount"**. The Vendor specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is Rs._____/-.

1.c 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

Few and hereby agree to pay to the Vendor the balance amount of Rs. _____/- (Rupees _____Only) in the following manner :

SCHEDULE – 'E'

i) Rs. _____/- (_____) Only (not exceeding 10% of the total consideration) agreed to be paid by the Purchaser to the Vendor on execution of this Agreement.

ii) Rs. _____/- (_____) Only (not exceeding 45% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (_____) Only (not exceeding 70% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the slabs and slills of the building or wing in which the said Apartment is located.

iv) Rs. _____/- (_____) Only (not exceeding 75% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs. _____/- (_____) Only (not exceeding 80% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs. _____/- (_____) Only (not exceeding 85% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Rs. _____/- (_____) Only (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of the lifts, water pumps, electrical

Mango, electric, mechanical and environment requirements, entrance lobbys, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

_____

Rs. _____ (RUPEES _____ _____ ONLY)

1.6 The above mentioned total price/consideration excludes Taxes consisting of tax paid or payable by the Vendor by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor 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 etc. simultaneously with the payment of each installment.

1.a The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertakes 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 and to credit the same in the appropriate account of Income Tax Department.

1.8 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 undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said

Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.g THAT the Vendor 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.

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

1.i THAT, the Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser to the Vendor by discounting such early payments @ ___% per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revise/withdrawal, once granted to an Purchaser by the Vendor. (If applicable)

1.j THAT, the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 THAT the Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

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

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is ____ Square Meters only and Vendor 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 schemes 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 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 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only. However, the area may increase if there is any additional F.S.I / T.D.R applicable at a later date.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor 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, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the

Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

4.2 Without prejudice to the right of the Vendor to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the Vendor shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Vendor within a period of 15 days then the Vendor shall be entitled to terminate the Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor, then the Vendor shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser. In the event of cancellation by Purchaser, the Vendor is not responsible to refund any taxes and duties such as VAT, GST, stamp duty and registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if extended) to be provided by the Vendor in the said building and the Apartment as are set out in **Schedule – 'D'**, **annexed hereto**.

6. The Vendor shall give possession of the Apartment 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 any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor 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 received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor 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 GST, etc. are paid by the Purchaser in full to the Vendor hereof.

Provided further that the Vendor 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.

If the Vendor completes the construction before time, then the Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

7.1 Procedure for taking possession :- The Vendor 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 shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor 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 to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendor 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 GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby

agreed to be sold in favour of the Purchaser 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.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser 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.

THAT the Vendor reserves it's right to erect any additional construction on the available open spaces or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilizing and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Vendor and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendor as per clause (8.1) the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any

such balance delayed amount at a rate equal to the late as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

T.T 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)/Planks etc. in the open passage / lobby.

The maintenance of Apartment is the primary responsibility of the Purchaser and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.

The Purchaser shall carry out at their 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 to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser shall not 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 and/or the Society or the Limited Company.

The Purchaser shall 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 said land and the building in which the Apartment is situated.

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

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

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of "residence/office/showroom/shop/godown for carrying on any Residential / industry or business use (*strike off which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.1 That the Vendor has dedicated 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, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No.1 at Sr. No. 1158 on 01-03-2018. 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 of 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 shall, after execution of Sale Deeds of all the Apartments in the said Building, cause to be transferred to the said Association of Apartment Owners all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Vendor 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 Buildings 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 buildings. Until the Society or Limited Company is formed and the said structure of the buildings or wings is transferred to it, the Purchaser shall pay to the Vendor 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 provisional maintenance amount of Rs._____/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project in separate accounts as under

1. Individual building account : Rs._____/-
2. Common Area account : Rs. _____/-
3. Environment Management Plan account : Rs._____/-

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is

only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until handing over the management of the said Building to the Association of Apartment Owners.

Vendor shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in **Schedule – "F"**, until Vendor hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Vendor is not for maintaining the project for any particular years. Vendor hereby assures that the provisional maintenance fund shall be used for maintenance purposes only and Vendor shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Purchasers and the maintenance fund will not be misused by the Vendor for any other purpose. Upon formation of Society as mentioned above, the Vendor shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser on the Vendor on the maintenance amount. Vendor shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.

16. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The Vendor 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 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. The Vendor shall have every right to change and appoint any new consultant as per his discretion & choice.

iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

v. 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.

vi. 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 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.

vii. It is specifically understood and agreed by the Purchaser that the prospectus (other advertising material published by the Vendor's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor's and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly registered and binding between the parties and supersedes all earlier communications.

viii. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

ix. The Vendor and/or Vendor 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.

x. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

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

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

xiii. The Vendor 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.

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

xv. The Purchaser is fully aware that water connection for said Scheme is not yet obtained from Municipal Corporation/Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendor will only create suitable infrastructure for treatment of the raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/concerned authority/ Vendor indemnified at all times.

xvi. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchasers of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendor or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows: -

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

ii. The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

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

x. To carry out at he/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 to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

xi. 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 and/or the Association of the Apartment Owners.

xii. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

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

xv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor within fifteen days of demand by the Vendor, 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.

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

xvii. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor.

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

xix. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xx. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor shall bear and pay the ___% of regular Maintenance Charges payable for such unsold Apartments.

13. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums

received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

93. 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 him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Vendor until the management of the said Building/ maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

94. 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 subsisting 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 or omission will always be subject to correction by the parties hereto.

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

96. **BINDING EFFECT** : Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor 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. If the Purchaser(s) fails to execute and deliver to the Vendor 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, then the Vendor 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.

97. **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.

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

19. **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.

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

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

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

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

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

25. Vendor specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of _____ or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name: _____

ii. Bank Name: _____

iii. Branch: _____

iv. Account Number: _____

v. IFSC code: _____

vi. Account type: _____

26. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor 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. NOVELLUS INFRASTRUCTURE

(Name of Vendor name)

3rd Floor NKV Tower, Ajani, Nagpur

(Address of Vendor)

Notified Email ID: _____

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

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

28. **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.

29. **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.

30. **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.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT Piece and Parcel of land bearing Residential Plot No. 10 (TEN) containing by admeasurement Length 60.029 Meters x Breadth 38.500 Meters equal to 2,334.217 Sq. Mtrs. (i.e. 25,125.91 Sq. Ft.) being a part or portion of the entire land bearing Kh. Nos. 78, 166, 167 & 168 of MOUZA – JATALA, P.S.N. 44, bearing City Survey Nos. 469 & 640 and Sheet Nos. 37 (571) & 44(572), situated at Jatala, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and bounded as under:

ON THE EAST	:	**BY PLOT NO. 11**
ON THE WEST	:	**BY PLOT NO. 9**
ON THE NORTH	:	**BY 9.00 MTRS. WIDE ROAD**
ON THE SOUTH	:	**BY PLOT NO. 15 & 14**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : AMALTAS

Apartment No.	Floor	Carpet Area	Enclosed Balcony	Open Balcony	Attached Terrace	Undivided Share in Land

The said Apartment is bounded as under :

ON THE EAST : BY _____

ON THE WEST : BY _____

ON THE NORTH : BY _____

ON THE SOUTH : BY _____

SCHEDULE – "C" ABOVE REFERRED TO

(Description of common areas and facilities)

a) Covered Parking and uncovered Parking facility is provided on the said land.

b) Common passage leading to the Stair Ways.

c) Compound wall on all 4 sides.4 (FOUR) Grill Gates are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities located throughout the building

i) 2 (TWO) Staircases are provided to the said Building

ii) A Sump with Electric Motor and Pump

iii) A Boring fitted with one sub-mersible Pump

iv) Plumbing net work throughout the building

v) Electric wiring network throughout the building

vi) Necessary light and public water connections

vii) 3 (THREE) Overhead Water Tanks with Compartment

viii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof

ix) 2 (TWO) Lifts with Back-up Arrangement having 8 persons capacity

x) AND in general all apparatus and installations existing for common use.

SCHEDULE – 'D' ABOVE REFERRED TO

SPECIFICATIONS OF THE APARTMENT

- Earthquake Resistant RCC frame structure
- 6 Inch External and 4.5 Inch Internal Wall Thickness
- Traditional Emulsion Putty Paint inner side
- Vitrified Tiles in all rooms
- Ceramic Tiles in Balcony and terrace
- Powder Coated Aluminium Windows with Mosquito Net
- Concrete Frame with Membrane Door Inner Side
- Main Door Teak Wood Frame with Teak Door
- 7 Ft. Height Wall tiles in Bathroom and Toilet
- Modular Kitchen with Granite Platform and Steel Sink
- Hindware or Equivalent Make Sanitary Ware
- Jaquar or Equivalent Top Fitting in Bathroom
- POP in Hall, Dinning, Passage and Lobby
- Provision for Aquaguard in Kitchen
- 2 Ft. Glaze Tiles above Kitchen Top
- External Weather Proof paint Ace/Apex/Ultima or Equivalent
- Lobby staircase with Vitrified Tile
- 4.5 Points in Each Room with AC and Telephone Point with Concealed copper wiring

SCHEDULE – 'E' ABOVE REFERRED TO

MAINTENANCE SCHEDULE

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FOR "M/s. NOVELLUS INFRASTRUCTURE"

WITNESSES :

(1)_____ 1)

PRAFULLA DHARMARAJ REWATKAR)
for self and as duly constituted Attorney for
Shri. Vivek Babanrao Hasrukale

(2) _____

2)

(ASHOK SARALDIP SINGH)
for self and as duly constituted Attorney for

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 NAGPUR on this _____ Day of _____, 2017, BETWEEN

M/s. NOVELLUS INFRASTRUCTURE, a Partnership Firm, having its Office at 3rd Floor NKY Tower, Ajani, Nagpur - 440015 (Income Tax PAN AAJFN-7162-P), and acting through its Authorised Partners **(1) SHRI. VIVEK S/o BABANRAO HUSUKALE**, Aged about 41 Year, Occupation – Business, Resident of Plot No. 7 Friends Colony Ring Road, Nagpur, Tahsil and District – NAGPUR-440022, (PAN No. AABPH9139D) **(2) SHRI. PRAFULLA S/o DHARMRAJ REWATKAR**, Aged 46 Years, Occupation – Business, Resident of Plot No. 11, Dharmakuti Sneh Nagar, Nagpur, Tahsil and District – Nagpur-440015 (PAN No. AAXPR0884K), No. 1 acting through his duly constituted Attorney **SHRI. PRAFULLA S/o DHARMRAJ REWATKAR, (3) SHRI. ASHOK S/o SAKALDIP SINGH**, Aged 48 Years, Occupation – Business, Resident of "Majestic Height" 1 Floor Block No. 101, N.I.T. Complex, Shivaji Nagar, Nagpur, Tahsil and District – NAGPUR-440010 (PAN No. AMYPS1523J) **(4) SHRI. PRAVIN S/o RATANLALJI JAIN**, Aged about 44 Years, Occupation - Business, Resident of A-3, Chintamani Apartment, Seventh Floor, Near Mahatme Eye Bank, Raja Nagar, Somalwada, Nagpur, Tahsil and District – Nagpur-440025 (PAN No. ADGPJ6469R) acting through his Constituted Attorney **SHRI. ASHOK S/o SAKALDIP SINGH**, hereinafter called the **"VENDOR"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"PARTNERSHIP FIRM"** and its **"PARTNERS"**, as well as, their respective legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Income Tax Permanent Account No. _____,

Aadhar Unique Identity No. _____,

Resident of _____,

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 **SECOND PART.**