**AGREEMENT TO SELL FOR RS. _____ ONLY**

**(RUPEES _____ ONLY)**

**MARKET VALUE RS. _____ /-**

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of JULY 2017 BETWEEN : **M/s. OM SHIVAM BUILDCON PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U 45200 MH 2004 PTC149476, having its Office at 203-204, "Gokul Keshav Apartment", 3rd Floor, Khamla Road, Deonagar, Nagpur, Pin Code No. 440015 , (INCOME TAX PAN - AAACO7165P) and acting through its Director **SHRI CHANDRASHEKHAR S/o KISANRAO KAPSE**, Aged 42 Years, Occupation – Business, Resident of Plot No. 182-A, Pandey Layout, Khamla, Nagpur, Pin Code No. 440025, Tahsil and District – NAGPUR,, hereinafter called the **VENDOR/DEVELOPER**, which expression shall mean and include the said Company its Directors, shareholders, liquidators, successors, assignors, nominees, executors and persons deriving title through them etc. of the FIRST PART

**AND**

**(1) MR.** _____ **S/o** _____, Aged _____ years, Occupation – _____, (Income Tax PAN – _____), (Mobile No. _____) **(1) MR.** _____ **S/o** _____, Aged _____ years, Occupation – _____, (Income Tax PAN – _____), (Mobile No. _____) Both Residents of _____, Pin Code No. _____, Tahsil – _____ and District – _____, hereinafter called the **PURCHASERS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASERS, as well as their heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and parcel of land bearing Plot No. 2, admeasuring 6713.75 Sq. Mtrs. (i.e. 72266.805 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 66/1, 66/2 of Mouza - SHANKARPUR, P. H. No. 42, situated at Village - Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil – Nagpur (Rural) and District –

NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***

WHEREAS ALL THAT Piece and Parcel of Non Agricultural land bearing Khasra Nos. 66/1 of Mouza - SHANKARPUR, P. H. No. 42, situated at Village - Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR, belongs to (i) Smt. Chindhabai Dashrath Mahalle (ii) Shri. Shubash Narayan Kalbande, (iii) Ku. Nalu Narayan Kalbande (after marriage Smt. Nalu Nanaji Lande), (iv) Ku. Sunanda Narayan Kalbande (after marriage Smt. Sunanda Prabhakar Bhoyar), (v) Smt. Baby Narayan Kalbande, (vi) Shri. Kishor Gulab Kalbande, (vii) Shri. Chakradhar Gulab Kalbande, (viii) Mrs. Savita Vijay Ghire, (ix) Shri. Chandrashekhar Gulab Kalbande, (x) Smt. Vimaltai Gulab Kalbande, being their separate property the aforesaid owners lateron transferred the said property by way of sale to M/s. Om Shivam Buildcon Private Limited, the Vendor hereinabovenamed by a Sale Deed dated 02.06.2012, which is duly registered at the Office of the Sub-Registrar Nagpur (Rural)-10 in Book No. 1 at Sr. No. 2038 on 07.06.2012; AND

WHEREAS in the like manner Non Agricultural land bearing Khasra Nos. 66/2 of Mouza - SHANKARPUR, P. H. No. 42, situated at Village - Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR, belongs to 1) Mrs. Varsha Moreshwar Kadu, (2) Mrs. Rekha Chandtrakant Kadu (3) Shri. Nitin Pandharinath Bhaise (4) Shri. Sunil Pandhirinath Bhaise (5) Shri. Bhaskar Shayamrao Burade (6) Mrs. Vanita Bhojraj Maske (7) Mrs. Sandhya Pandurang Kathwate (8) Mrs. Aparna Pramod Ingle (9) Ku. Gayatri Bhagwantrao Karare (10) Shri. Suresh Ganpatrao Kapse (11) Shri. Janrao Balaji Porkute (12) Mrs. Lata Vinayak Malokar (13) Mrs. Vanita Sureshrao Vinchurkar (14) Mrs. Vanita Shrikant Salunke (15) Mrs. Deepika Pundlik Shrirao (16) Mrs. Jayashree Chandrashekhar Hemke (17) Ku. Kalpana Vasantrao Mamilwar (18) Shri. Siddharth Moreshwar Dhoke, (19) Shri. Suresh Nilkanthrao Lanjewar (20) Mrs. Vimal Ajay Sing, (21) Shri. Rajesh Vasaramji Jadhav (22) Mrs. Megha Kishor Ghonge (23) Mrs. Amita @ Anita Mukund Ghonge (24) Mrs. Aparna Vilas Ghonge, being their separate property the aforesaid owners lateron transferred the said property by way of sale to M/s. Om Shivam Buildcon Private Limited, the Vendor hereinabovenamed by a Sale Deed dated 09.11.2012, which is duly registered at the Office of the Sub-Registrar Nagpur (Rural)-10 in Book No. 1 at Sr. No. 5619 on 09.11.2012. As a result therefore the Vendor has now become an exclusive & absolute Owner of the said land bearing Survey Nos. 66/1 and 66/2 with heritable and transferable rights therein and the same is also mutated in it's name in all relevant records; AND

WHEREAS the aforesaid land bearing Khasra Nos. 66/1 and 66/2 was converted for Non-Agricultural (Residential) Use vide order of Collector, Nagpur

in N.A. Case No. 778/NAP-34/2003-2004 Dated 06-08-2004 of Mouza – Shankarpur; AND

WHEREAS layout on the aforesaid land is also duly sanctioned and approved by the Nagpur Improvement Trust and accordingly released plot No. 2 vide Release Letter No. EE(South) 419 dated 13.08.2012 and thereby net area of the Plot No. 02 released/ declared as 6713.75 Sq. Mtrs.; AND

WHEREAS the Vendor hereinabovenamed lateron decided to develop the land bearing Plot No. 2 into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly it prepared a Plan of a 4 separate Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as **"CELOSIA", "DAISY", "ALPINA" & "TULIP"** (The aforesaid Buildings are part of the entire scheme/complex is to be collectively known and styled as **"SHIV-ELITE")**, and the same is also duly sanctioned by the Building Engineer (METRO) Nagpur Improvement Trust, Nagpur vide its Building Permit No. BE (Metro) /South/ Nagpur (Rural)/Case No. MB922/2012081672/113 Dated 25.10.2012; AND

WHEREAS, the Vendor and 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 has clear possession of the said Project Land. The said Project Land is Leasehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority and Vendor/Developer has availed Project Finance from ICICI Bank and Mortgaged the said Property with ICICI Bank; AND

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

WHEREAS, the Vendor/Developer has proposed to construct on the project land having 4 separate Multistoried buildings identified as **"CELOSIA", "DAISY", "ALPINA" & "TULIP"** and the entire scheme is to be collectively known and styled as **"SHIV-ELITE". (1)** <u>**"CELOSIA" -**</u> Building kown as "Celosia" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(2)** <u>**"DAISY"**</u> - Building kown as "Daisy" consists of Ground Floor and Seven Upper Floors. The entire

Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(3) "ALPINA"** - Building kown as "Alpina" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(4) "TULIP"** - Building kown as "Tulip" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 4 (Four) Apartments each on First to Seventh Floor. Thus there are in all 28 (Twenty Eight) independent and self contained separate Apartments in the said Building. Thus there are in all 154 (One Hundred Fifty Four) independent and self contained separate Apartments in the said Four Buildings.

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;

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;

WHEREAS, the Vendor/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor/Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, the Vendor/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor/Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

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/Developer'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/Developer and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor/Developer 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;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor/Developer, 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 'B', respectively;***

WHEREAS, the authenticated copies of the plans of the Building Plans as sanctioned and approved by the local authority have been ***annexed hereto and marked as Annexure C-1***;

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

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/Developer 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/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 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 which is duly Registered in the Office of the Sub Registrar Nagpur No. 10 in Book No. 1 at Sr. No. 5681/2012 on 12.11.2012 and Correction Deed also executed in the Office of the Sub-Registrar Nagpur- 7 in Book No. 1 at Sr. No. 15.12.2012 on 6132/2012 and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

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

WHEREAS, the Purchaser has applied to the Vendor/Developer for purchase of Apartment No. ____ on _____ FLOOR in "_____" Building out of the entire complex collectively known as "**SHIV-ELITE**;

WHEREAS, the carpet area of the said Apartment is _____ **square meters;** Open / Enclosed Balcony area is _____ **square meters;** Terrace area is _____ **square meters,** and **"Carpet Area"** means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the 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/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 in the following manner

`. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

`. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

`. /- (Rupees _____ Only) paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

(the payment and receipt whereof the Vendor/Developer both 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;

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;

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;

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 4 separate Multistoried buildings identified as **"CELOSIA", "DAISY", "ALPINA" & "TULIP"** and the entire scheme is to be collectively known and styled as **"SHIV-ELITE". (1) "CELOSIA" -** Building kown as "Celosia" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(2) "DAISY"** - Building kown as "Daisy" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(3) "ALPINA"** -Building kown as "Alpina" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 6 (Six) Apartments each on First to Seventh Floor. Thus there are in all 42 (Forty Two) independent and self contained separate Apartments in the said Building. **(4) "TULIP" -** Building kown as "Tulip" consists of Ground Floor and Seven Upper Floors. The entire Ground Floor is meant for covered Parking area. There are 4 (Four) Apartments each on First to Seventh Floor. Thus there are in all 28 (Twenty Eight) independent and self contained separate Apartments in the said Building. Thus there are in all 154 (One Hundred Fifty Four) independent and self contained separate Apartments in the

said Four Buildings to be constructed by the Vendor/Developer 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/Developer 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/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser Apartment No. ___ having carpet area admeasuring _____ Sq. Meters on _____ FLOOR in "_____" Building out of the entire complex collectively known as "**SHIV-ELITE** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes :

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

ii) Rs. _____/- being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

iii) Rs. _____/- towards the cost of allotted covered parking space Basement and/or Stilt and/or Podium.

**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 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 / 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/Developer within ____ days from the date of completion of the slabs including podiums and stilts 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/Developer within ____ days from the date of 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/Developer within ____ days from the date of 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/Developer within ____ days from the date of 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/Developer within ____ days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, 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/Developer 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)**

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

**1.d** The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of Value Added Tax, Service Tax 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/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 VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

**1.e** 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 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.f** 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/Developer 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/Developer 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/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.h** THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor/Developer, 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/Developer 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/Developer. If there is any reduction in the carpet area beyond the defined limit, then the Vendor/Developer 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/Developer 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.j** 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 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/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 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 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 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 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 alongwith 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, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor/Developer.

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

**6.** The Vendor/Developer 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/Developer 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/Developer. If the Vendor/Developer 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/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, 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.

**7.3** 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.

**7.4** 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 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/Developer.

**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.

**7.6 Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendor/Developer as per clause (7.1) 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 7.2 such 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.

**7.7** 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.

**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/Developer 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/Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor/Developer, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory 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/Developer 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 to 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, then under such circumstances the Vendor/Developer 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 for carrying on any Residential use. 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/Developer 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 it's visibility in any way. The Vendor/Developer shall not pay, nor the Purchaser shall 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 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 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** Within 15 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/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings 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. 5,000/- 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/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/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/wing and common areas;

vi. The Vendor/Developer 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;

vii. The Vendor and/or 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;

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

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

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

xi. 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.

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

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

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

ii. The Purchaser hereby specifically agrees with the Vendor/Developer 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/Developer 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.

iii. 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.

iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Developer 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.

v. 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/Developer and/or the Association of the Apartment Owners.

vi. 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.

vii. 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.

viii. 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/Developer within fifteen days of demand by the Vendor/Developer,

his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

x. 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/Developer under this Agreement are fully paid up.

xi. 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 out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor/Developer 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.

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/Developer shall bear and pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

**12.** The Vendor/Developer shall maintain a separate account in respect of sums received by the Vendor/Developer 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.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser 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/Developer until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

15. After the Vendor/Developer 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.

16. **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(s) 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.

17. **ENTIRE AGREEMENT :** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**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/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 Nagpur 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 Nagpur.

**24.** 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.

**25.** 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. OM SHIVAM BUILDCON PRIVATE LIMITED**

(Name of Vendor/Developer name)

203-204, "Gokul Keshav Apartment", 3rd Floor, Khamla Road, Deonagar, Nagpur, Pin Code No. 440015

(Address of Vendor/Developer)

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.

**26. 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 him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

**28. DISPUTE RESOLUTION :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be

referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

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

**FIRST SCHEDULE REFERRED TO ABOVE**

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and parcel of land bearing Plot No. 2, admeasuring 6713.75 Sq. Mtrs. (i.e. 72266.805 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 66/1, 66/2 of Mouza - SHANKARPUR, P. H. No. 42, situated at Village - Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

| | | |
|---|---|---|
| ON THE EAST | - | PLOT NO. 1. |
| ON THE WEST | - | 15.00 MTRS. WIDE ROAD, |
| ON THE NORTH | - | SURVEY NO. 67. |
| ON THE SOUTH | - | 9.00 MTRS. WIDE ROAD. |

**SECOND SCHEDULE REFERRED TO ABOVE**
**(RESIDENTIAL)**

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ on the _____ **FLOOR** of a Building proposed to be constructed on the aforesaid Plot of land and to be known and styled as "_____" Building out of the entire complex collectively known as "**SHIV-ELITE** covering a Carpet area of _____ Sq. Mtrs., Terrace area _____ Sq. Mtrs.

IN WITNESS WHEREOF the VENDOR and the PURCHASERS hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

**WITNESSES :-**

**FOR M/s. OM SHIVAM BUILDCON PRIVATE LIMITED**

(1) _____



(CHANDRASHEKHAR KISANRAO KAPSE)
Director
VENDOR/DEVELOPER

(2) _____

(_____)
PURCHASER