# AGREEMENT TO SELL

**VALUED AT RS. ……/-**

**(RS. ……. ONLY)**

M.V Rs. /-

This AGREEMENT TO SELL is made at Nagpur on this..... Day of …….. in the year TWO THOUSAND and SEVENTEEN between

**01.** **M/S S. P. ASSOCIATES,** an Association of Person having registered Office at Shri Rushabh Apartments, Azamshah Lay Out, Great Nag Road, Nagpur, 440009, hereinafter known and referred to as the "**PROMOTER**" which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER as well as it's members, their heirs, representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART, AND; {PAN : AANAS3137Q}

**02.** **MR. ……..** aged about …… years, Occupation: Business, {PAN : ……..}

**03.** **MRS. ……..** aged about …… years, Occupation: Business, {PAN : ……..}

Both Residents of ……., hereinafter known and referred to as the **"PURCHASER/S"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

**04.** **SHRI KAMLESH S/O PRANLAL SHAH,** aged about 62 years, {PAN : AHFPS7535Q}

**05.** **SHRI PRAVIN S/O MAYABHAI PATEL,** aged about 50 years, {PAN : AARPP5840Q}

**06.** **SHRI CHETAN S/O PRANLAL SHAH,** aged about 57 years, {PAN : AFCPS4670R}

**07.** **SMT. REKHA W/O PRAVIN PATEL,** aged about 46 years, {PAN : ACOPP3177F}

**08.** **M/S SARJU CONSTRUCTION PRIVATE LIMITED,** a company registered under The Companies Act 1956 bearing Registration No. 11-106170 of 1997 having its registered office at Shri Rushabh Apartments, Azamshah Lay Out, Great Nag Road, Nagpur, 440009 acting through it's Directors **(i) SHRI KAMLESH S/O PRANLAL SHAH**, aged about 62 years, and/or **(ii) SHRI PRAVIN S/O MAYABHAI PATEL**, aged about 50 years, Both Resident of 45/46 Indiradevi Town, Near K. D. K. College, Wathoda, Nagpur – 440009, {PAN : AACCS0894D}

All, hereinafter jointly known and referred to as the "**OWNERS**" which expression shall unless repugnant to the context or meaning thereof always mean and include OWNERS as well as their legal heirs, representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE THIRD PART, AND;

WHEREAS, the OWNERS/PROMOTERS are the co-owners of ALL THAT piece and parcel of land admeasuring about 1364.03 Sq. Mtrs. (Plot Nos. 1 to 12) out of land of 6066.00 Sq. Mtrs. being portion of land bearing Survey Kh. No. 119/1, admeasuring about 1.21 Hectares, in Mauza : NARSALA, with Occupant Class 1 Bhumiswami rights, bearing Municipal House No. 1/1 to 12, Ward No. 77, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

AND WHEREAS, originally the land bearing old Survey No. 8/1, admeasuring about 1.82 Hectares was purchased by Shri Balaji Jago Vaidhya from Shri Kashiprasad Bhikaji by Sale Deed dt. 24.02.1958 as per record of Adhikar Abhilekh and on his death the same was inherited by legal heirs, his sons (i) Shri Namdeo Balaji Vaidhya, (ii) Shri Manikrao Balaji Vaidhya and (iii) Shri Laxaman Balaji Vaidhya,

AND WHEREAS, the partition took place between Shri Namdeo Balaji Vaidhya, legal heirs of Shri Manikrao Balaji Vaidhya and Shri Laxaman Balaji Vaidhya on 28.06.2004 and the land admeasuring about 0.60.66 Hectares being northern portion of entire land came in the share of Shri Namdeo Balaji Vaidhya,

AND WHEREAS, since the said land came under residential zone of the draft Regional Development Plan of Nagpur, the owner filed Return u/s 6(1) of the Urban Land (C. R.) Act, 1976 for the aforesaid land owned by him and the Dy. Collector and Competent Authority, Urban Land Ceiling, Nagpur and in the ULC Case No. 236/2005 by Order dt. 26.09.2005 declared the entire land as non actionable / non vacant land after allowing the shares of major members of family and closed the proceedings under the ULC Act,

AND WHEREAS, Shri Namdeo Balaji Vaidhya and his family members partitioned the said land between themselves in five portions wherein Shri Namdeo retained the land admeasuring about 0.12 Hectares i.e. 1266.00 Sq. Mtrs. and the others Shri Guldeo, Shri Vijay, Shri Nitin and Miss Veena retained the land of about 0.12 Hectares i.e. 1200.00 Sq. Mtrs. each as per the plan annexed herewith,

AND WHEREAS, the said owners sold their shares to the OWNERS here-in by different Sale Deeds dt. 17.10.2005 registered with the Sub Registrar, Nagpur – 7 at Book No. 1 dt. 18.10.2005 and as described here-under-written

| Area Sq. Mtrs. | Seller | Purchaser | Sale Deed Regn. No. | Dated |
|---|---|---|---|---|
| 1200.00 | Vijay Guldeorao Vaidhya | Kamlesh P. Shah | 2820 | 18.10.2005 |
| 1200.00 | Miss Veena Guldeorao Vaidhya | Sarju Construction Pvt. Ltd. | 2821 | 18.10.2005 |
| 1266.00 | Namdeo Balaji Vaidhya | Pravin M. Patel | 2822 | 18.10.2005 |
| 1200.00 | Nitin Guldeorao Vaidhya | Chetan P. Shah | 2823 | 18.10.2005 |
| 1200.00 | Guldeorao Namdeo Vaidhya | Prakash G. Patel | 2824 | 18.10.2005 |

AND WHEREAS, one of the co-owner Shri Prakash Goverdhanbhai Patel sold his share in the said land i.e. 1200.00 Sq. Mtrs. to Smt. Rekha Pravin Patel by Sale Deed dt. 10.10.2011 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 6826 dt. 12.10.2011,

AND WHEREAS, by virtue of the said Sale Deed, Smt. Rekha Pravin Patel became the co-owner of the said land renumbererd as Kh. No. 119/1 alongwith Shri Kamlesh Pranlal Shah, Shri Chetan Pranlal Shah, Shri Pravin Mayabhai Patel and Sarju Construction Private Limited and their names were mutated in revenue records as the co-owners of the said land,

AND WHEREAS, the said lands are capable of development the OWNERS applied for change of user of the said land into non agricultural purposes i.e. residential purposes and the Collector in Rev. Case No. 48/NAP-34/2006-2007 dt. 19.10.2006 granted the change of user of the said land into non agricultural purposes i.e. residential purposes and the Lay Out Plan is also approved by the Assistant Director, Town Planning Nagpur vide Letter No. ekStk % ujlkGk /l- d`- 119/ lalukx 3809 fnuakd 06-07-2007] consisting of in all 25 plots of various sizes,

AND WHEREAS, the said village alongwith adjacent village Hudakeshwar were included within the limits of Nagpur Municipal Corporation, Nagpur by virtue of Govt. Decision 14.05.2013,

AND WHEREAS, the said land being capable of development as per applicable Development Control Rules and Regulations, all the co-owners decided to develop the said land into residential estate and arrived at understanding and formed their joint co-ownership Association of Persons (A.O.P.) entity known as S. P. ASSOCIATES and decided to develop the same through their A.O.P.,

AND WHEREAS, the said land/area is also covered under the Nagpur Improvement Trust (METRO), the SELLERS here-in got the said plots released from Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide Letter No. E.E.(Metro)/A.E-1/1266 dt. 30.01.2015,

AND WHEREAS, the said area is known and styled as "S. H. TOWN" which consists of in all 25 Plots out of which Plot No. 24 and Plot No. 25 area having the user of Conveyance Shopping and Portion admeasuring about 606.60 Sq. Mtrs. is provided in the said Layout as the open space and portion admeasuring about 606.60 Sq. Mtrs. is provided in the said Layout as the Public Utility land,
AND WHEREAS, in all for 12 (Twelve) Plots the building Plans for construction of Row Houses has been sanctioned as described here-in-below

| Bungalow No. | Plot No. | Area of Plot in Sq. Mtrs. | Built Up Area in Sq. Mtrs. | Building Permit No. |
|---|---|---|---|---|
| A | 1 | 138.06 | 116.84 | 52/BP/NARSALA/TP/NMC/250 DT. 23.09.2015 |
| B | 2 | 100.09 | 100.02 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| C | 3 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| D | 4 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| E | 5 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| F | 6 | 141.75 | 116.84 | 55/BP/NARSALA/TP/NMC/251 |

| | | | | |
|---|---|---|---|---|
| | | | | DT. 23.09.2015 |
| G | 7 | 141.75 | 116.84 | 54/BP/NARSALA/TP/NMC/248 DT. 23.09.2015 |
| H | 8 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| I | 9 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| J | 10 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| K | 11 | 100.09 | 100.06 | 53/BP/NARSALA/TP/NMC/249 DT. 23.09.2015 |
| L | 12 | 141.75 | 116.84 | 55/BP/NARSALA/TP/NMC/251 DT. 23.09.2015 |

WHEREAS, the Owners have formed A.O.P. of themselves known as M/s S. P. Associates as PROMOTER and through the A.O.P. are developing said land into a scheme of twelve Residential Row Houses/Bunglows as sanctioned by the Nagpur Improvement Trust,

AND WHEREAS, the owners PROMOTER submitted the said entire property to the provisions of The Maharashtra Apartment Ownership Act, 1970, by Deed of Declaration dt. 05.10.2016 registered with Sub- Registrar, Nagpur - 7 in Book No. 1 at Sr. No. 7412 dt. 05.10.2016 and the entire scheme is known as "S. H. TOWN”,

AND WHEREAS, the OWNERS/PROMOTER has now decided to sell the various Bungalow/s to be erected on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said scheme so that the funds of the prospective buyers of various residential Bungalow/s in the said scheme are utilised for development and the said scheme can be completed at earliest possible time,

AND WHEREAS, the PURCHASER/S hereinabove being interested to own one of the Residential Row House/Bungalow in the said residential Bungalow/s, approached the OWNERS/PROMOTER herein and visited the office of the OWNERS/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and OWNERS/SELLERS/PROMOTERS ’s authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers,

AND WHEREAS, the PURCHASER here-in-above approached to the OWNERS/SELLERS/PROMOTERS for the purchase of Row House/Bungalow for his/her/their residential purpose admeasuring about …….. Sq. Mtrs. of Carpet area in the of area to be known as S. H. TOWN to be developed on the said land and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Row House/Bungalow to the OWNERS/PROMOTER,

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

AND WHEREAS the OWNERS/PROMOTER is under the process of registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS the OWNERS/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the OWNERS/PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of said Sale Deeds the OWNERS/PROMOTER has sole and exclusive right to sell the Bungalow/s in the said building/s to be constructed by the OWNERS/PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/PURCHASER(s) of the Bungalow/s to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE/PURCHASER, the OWNERS/PROMOTER has given inspection to the ALLOTTEE/PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER's Architects Shri Nandesh Firke, Nagpur 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/DEVELOPER, M/s Dwivedi & Khedkar Advocates, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the OWNERS/PROMOTER to the project land on which the Bungalow/s are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of plans of the Layout as proposed by the OWNERS/PROMOTER and according to which the construction of the building and open spaces are proposed to be provided for on said project have been annexed hereto and marked as Annexure C,

AND WHEREAS the authenticated copies of the plans and specifications of the Row House/Bungalow agreed to be purchased by the ALLOTTEE/PURCHASER, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the OWNERS/PROMOTER has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNERS/PROMOTER 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 shall be granted by the concerned local authority.

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

AND WHEREAS the ALLOTTEE/PURCHASER has applied to the OWNERS/PROMOTER for allotment of Row House/Bungalow No. …… situated in the said area named as S. H. TOWN, being constructed on the said land of the said Project,

AND WHEREAS the carpet area of the said Row House/Bungalow is ……. square meters including enclosed balcony area and "carpet area" means the net usable floor area of Row House/Bungalow, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row House/Bungalow for exclusive use of the ALLOTTEE/PURCHASER or veranda area and exclusive open terrace area appurtenant to the said Row House/Bungalow for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the Row House/Bungalow.

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

AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the OWNERS/PROMOTER a sum of Rs. ……/- (Rupees …… ……. ONLY), being part payment of the sale consideration of the Row House/Bungalow agreed to be sold by the OWNERS/PROMOTER to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the OWNERS/PROMOTER both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has/have agreed to pay to the OWNERS/PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the OWNERS/PROMOTER is required to execute a written Agreement for sale of said Row House/Bungalow with the ALLOTTEE/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 OWNERS/PROMOTER hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Row House/Bungalow .

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

01. The OWNERS/PROMOTER shall construct the building consisting of Residential Units on the parcel of land described above known and styled as S. H. TOWN, consisting of ground, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the OWNERS/PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE/PURCHASER in respect of variations or modifications which may adversely affect the Row House/Bungalow of the ALLOTTEE/PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1(a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the OWNERS/PROMOTER and the OWNERS/PROMOTER hereby agrees to sell to the ALLOTTEE/PURCHASER Row House/Bungalow No. ……. having carpet area admeasuring …… Sq. Metres in the area known as S. H. TOWN, (hereinafter referred to as "the Row House/Bungalow ") as shown in the plan thereof hereto annexed and marked Annexure “D” for a the consideration of Rs. ……/- (Rs. …….

…….. ONLY) including the proportionate price of the common areas and facilities 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. (the price of the Row House/Bungalow including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The ALLOTTEE/PURCHASER has paid on or before execution of this agreement a sum of Rs. ……/- (Rupees ……. …… Only) as advance payment or application fee and hereby agrees to pay to that OWNERS/PROMOTER the balance amount of Rs. ……/- (Rupees …… ……. ONLY) in the following manner :-

**MANNER OF PAYMENT**

| AMOUNT RS. | CH. NO. | DATED | BANK |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**MANNER OF FURTHER PAYMENT**

| Amount Rs. | Payable by PURCHASER/S at the time of |
|---|---|
| | to be paid to the OWNERS/PROMOTER by the Purchaser at the time of booking |
| | to be paid to the OWNERS/PROMOTER on completion of the Roof Floor Slab of the Row House/Bungalow. |
| | to be paid to the OWNERS/PROMOTER on completion of the fixation of Doors and Windows of the Row House/Bungalow. |
| | to be paid to the OWNERS/PROMOTER on Completion of Sanitary and Electric Work of the Row House/Bungalow. |
| | to be paid to the OWNERS/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Row House/Bungalow. |
| | to be paid to the OWNERS/PROMOTER on installation of Water Pumps, Equipments, Electric Fitting in Common areas, Fitting of Electro Mechanical Equipments, Paving, Compound Wall of the said Row House/Bungalow. |
| | to be paid to the OWNERS/PROMOTER on completion of Street Lightening in S. H. Town. |
| | to be paid to the OWNERS/PROMOTER on completion of Water conservation, Rain water harvesting in S. H. Town. |
| | to be paid to the OWNERS/PROMOTER on completion of Landscaping in S. H. Town. |
| | at the time of handing over of the possession of the Row House/Bungalow to the ALLOTTEE/PURCHASER on or after receipt of occupancy certificate or completion certificate i.e. on or before 30.06.2018. |
| | Total Rs. |

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the OWNERS/PROMOTER by way of Value Added Tax, Service Tax/GST, Cess and Insurance premium towards title of property and Building or any other similar taxes which may be levied, in connection

with the construction of and carrying out the Project payable by the PROMOTER/DEVELOPER) up to the date of handing over the possession of the Row House/Bungalow .

1(d) 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 OWNERS/PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the OWNERS/PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The OWNERS/PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then OWNERS/PROMOTER shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the OWNERS/PROMOTER shall demand additional amount from the ALLOTTEE/PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The ALLOTTEE/PURCHASER authorizes the OWNERS/PROMOTER 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 OWNERS/PROMOTER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the OWNERS/PROMOTER to adjust his payments in any manner.

Note : Each of the instalments mentioned in the sub clause 1(b) shall be further subdivided into multiple instalments lokking to the stage of project.

2.1 The OWNERS/PROMOTER 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 Row House/Bungalow to the ALLOTTEE/PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Row House/Bungalow .

2.2 Time is essence for the OWNERS/PROMOTER as well as the ALLOTTEE/PURCHASER. The OWNERS/PROMOTER shall abide by the time schedule for completing the project and handing over the Row House/Bungalow to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASERs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the 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 OWNERS/PROMOTER as provided in clause 1 (b) herein above. ("Payment Plan").

03. The OWNERS/PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The OWNERS/PROMOTER has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Row House/Bungalow based on the proposed construction and sale of Row House/Bungalow s to be carried out by the OWNERS/PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to OWNERS/PROMOTER only.

4.1 If the OWNERS/PROMOTER fails to abide by the time schedule for completing the project and handing over the Row House/Bungalow to the ALLOTTEE/PURCHASER, the OWNERS/PROMOTER agrees to pay to the ALLOTTEE/PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to the PROMOTER/DEVELOPER, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the OWNERS/PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER.

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

Provided that, OWNERS/PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER, by Registered Post AD at the address provided by the ALLOTTEE/PURCHASER and mail at the e-mail address provided by the ALLOTTEE/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 ALLOTTEE/PURCHASER fails to rectify the breach or breaches mentioned by the OWNERS/PROMOTER within the period of notice then at the end of such notice period, OWNERS/PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer / Promoter / Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs. ……/- plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Row House/Bungalow which may till then have been paid by the Purchaser to the Developer / Promoter.

05. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the OWNERS/PROMOTER in the said building and the Row House/Bungalow as are set out in Annexure 'E', annexed hereto.

06. The OWNERS/PROMOTER shall give possession of the Row House/Bungalow to the ALLOTTEE/PURCHASER on or before 30.06.2018. If the OWNERS/PROMOTER fails or neglects to give possession of the Row House/Bungalow to the ALLOTTEE/PURCHASER on account of reasons beyond its control and of its agents by the aforesaid date then the OWNERS/PROMOTER shall be liable on demand to refund to the ALLOTTEE/PURCHASER the amounts already received by him in respect of the Row House/Bungalow with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the OWNERS/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the ALLOTTEE/PURCHASER shall not deliver the actual physical possession of the said Row House/Bungalow 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 Developer / Promoter / Confirming Party hereto.

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Row House/Bungalow on the aforesaid date, if the completion of building in which the Row House/Bungalow 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 PROMOTER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Row House/Bungalow, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the OWNERS/PROMOTER shall give possession of the Row House/Bungalow to the ALLOTTEE/PURCHASER. The OWNERS/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/DEVELOPER. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the OWNERS/PROMOTER or association of ALLOTTEE/PURCHASERs, as the case may be. The OWNERS/PROMOTER on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

*7.2* The ALLOTTEE/PURCHASER shall take possession of the Row House/Bungalow within 15 days of the written notice from the OWNERS/PROMOTER to the ALLOTTEE/PURCHASER intimating that the said Row House/Bungalow is ready for use and occupancy:

7.3 Failure of ALLOTTEE/PURCHASER to take Possession of Row House/Bungalow : Upon receiving a written intimation from the OWNERS/PROMOTER as per clause 8.1, the ALLOTTEE/PURCHASER shall take possession of the Row House/Bungalow from the OWNERS/PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the OWNERS/PROMOTER shall give possession of the Row House/Bungalow to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 9.3 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Row House/Bungalow to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter / Confirming Party any structural defect in the Row House/Bungalow or the building in which the Row House/Bungalow are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party, 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 Row House/Bungalow , the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party 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 affected 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 Row House/Bungalow resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect.

08. The ALLOTTEE/PURCHASER shall use the Row House/Bungalow or any part thereof or permit the same to be used only for purpose of residence.

09. That the Promoter / Owners have decided to dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration dt. 05.11.2016 u/s 2 of the said Act registered with registered with Sub- Registrar, Nagpur - 7 in Book No. 1 at Sr. No. 7412 dt. 05.10.2016. 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.

9.1 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 Row House/Bungalow Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.2 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 S. H. Town shall be of common use of all the Row House/Bungalow Owners in the said S. H. Town 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 Row House/Bungalow Owner or Owners.

9.3 The Promoter shall, within 6 Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Row House/Bungalow Owners, all the right, title and the interest of the Promoter / owners in the *said structure in which the said Row House/Bungalow is situated*

9.4 Within 15 days after notice in writing is given by the OWNERS/PROMOTER to the ALLOTTEE/PURCHASER that the Row House/Bungalow is ready for use and occupancy, the ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Row House/Bungalow ) of outgoings in respect of the project land and Building/s namely local taxes, 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 ALLOTTEE/PURCHASER shall pay to the OWNERS/PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the OWNERS/PROMOTER monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the OWNERS/PROMOTER shall not carry any interest and remain with the OWNERS/PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the OWNERS/PROMOTER to the Society or the Limited Company, as the case may be.

10. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises will pay to the PROMOTER, the following amounts:-

(i) An amount of Rs. 50,000/- for Charges towards Electric Meter, share in Water supply Line and installation of Transformer.

(iii) An amount of Rs. 2,000/- per month for the Maintenance Charges till the handing over of the maintenance to the Association as may be formed.

11. The ALLOTTEE/PURCHASER shall pay to the OWNERS/PROMOTER a sum of all for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the OWNERS/PROMOTER in connection with cost of preparing and engrossing the Agreement To Sell / conveyance.

12. At the time of registration of Sale Deed / conveyance, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/DEVELOPER, the ALLOTTEE/PURCHASER's share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER

The OWNERS/PROMOTER hereby represents and warrants to the ALLOTTEE/PURCHASER as follows:

i. The OWNERS/PROMOTER has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The OWNERS/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the OWNERS/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The OWNERS/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The OWNERS/PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Row House/Bungalow /Plot] which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The OWNERS/PROMOTER confirms that the OWNERS/PROMOTER is not restricted in any manner whatsoever from selling the said Row House/Bungalow to the ALLOTTEE/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 conveyance deed of the structure to the association of ALLOTTEE/PURCHASERs the

OWNERS/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

xi. The OWNERS/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. The ALLOTTEE/PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the Row House/Bungalow may come, hereby covenants with the OWNERS/PROMOTER as follows :-

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

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

iii. To carry out at his own cost all internal repairs to the said Row House/Bungalow and maintain the Row House/Bungalow in the same condition, state and order in which it was delivered by the OWNERS/PROMOTER to the ALLOTTEE/PURCHASER and shall not do or suffer to be done anything in or to the building in which the Row House/Bungalow is situated or the Row House/Bungalow which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Row House/Bungalow or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Row

House/Bungalow or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House/Bungalow is situated and shall keep the portion, sewers, drains and pipes in the Row House/Bungalow and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Row House/Bungalow is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Row House/Bungalow without the prior written permission of the Developer / Owner and/or the Association of the Row House/Bungalow Owners.

v. Not to do or perform any activity, which will result in damages to the said Row House/Bungalow and Common area of the Project. The Purchaser shall not be entitled to keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the said Project.

vi. 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 Row House/Bungalow is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

viii. Pay to the OWNERS/PROMOTER within fifteen days of demand by the PROMOTER/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 Project in which the Row House/Bungalow 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 Row House/Bungalow by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

x. The ALLOTTEE/PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House/Bungalow until all the dues payable by the ALLOTTEE/PURCHASER to the OWNERS/PROMOTER under this Agreement are fully paid up.

xi. The ALLOTTEE/PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Row House/Bungalow s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Row House/Bungalow 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.

15. The OWNERS/PROMOTERS shall maintain a separate account in respect of sums received by the Promoter 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.

16. 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.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Row House/Bungalow s or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Row House/Bungalow hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the OWNERS/PROMOTER until the said structure of the building is transferred to the prospective buyers.

18. OWNERS/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the OWNERS/PROMOTER executes this Agreement it shall not mortgage or create a charge on the Row House/Bungalow 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 ALLOTTEE/PURCHASER who has taken or agreed to take such Row House/Bungalow .

19. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the OWNERS/PROMOTER does not create a binding obligation on the part of the OWNERS/PROMOTER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/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 ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER/DEVELOPER. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the OWNERS/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/DEVELOPER, then the OWNERS/PROMOTER shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Row House/Bungalow /plot as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

23. 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the Row House/Bungalow to the total carpet area of all the Row House/Bungalow in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the OWNERS/PROMOTER through its authorized signatory at the PROMOTER’s Office, or at some other place, which may be mutually agreed between the OWNERS/PROMOTER and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the OWNERS/PROMOTER 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.

27. The ALLOTTEE/PURCHASER and/or OWNERS/PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the OWNERS/PROMOTER will attend such office and admit execution thereof.

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

Name of ALLOTTEE/PURCHASER:
MR. ……
……., Nagpur-
Notified Email ID:

OWNERS/PROMOTER name:
M/S S. P. ASSOCIATES
Shri Rushabh Apartments,
Azamshah Lay Out, Great Nag Road,
Nagpur, 440009
Notified Email ID: …….

It shall be the duty of the ALLOTTEE/PURCHASER and the OWNERS/PROMOTER 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 OWNERS/PROMOTER or the ALLOTTEE/PURCHASER, as the case may be.

29. JOINT ALLOTTEES

That in case there are Joint ALLOTTEE/PURCHASERs all communications shall be sent by the OWNERS/PROMOTER to the ALLOTTEE/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 ALLOTTEE/PURCHASERs.

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

31. 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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring about 1364.03 Sq. Mtrs. (Plot Nos. 1 to 12) out of land of 6066.00 Sq. Mtrs. being portion of land bearing Survey Kh. No. 119/1, admeasuring about 1.21 Hectares, in Mauza : NARSALA, with Occupant Class 1 Bhumiswami rights, bearing Municipal House No. 1/1 to 12, Ward No. 77, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and the same is bounded as under :

ON THE NORTH : 9.00 MTR. WIDE ROAD
AND THEREAFTER OPEN SPACE

ON THE EAST : PLOT NO. 13

ON THE WEST : CONVEYANCE SHOPPING PLOT NO. 24 & 25

ON THE SOUTH : PORTION OF KH. NO. 119

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER:

MR. …….

(at Nagpur in the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

M/S S. P. ASSOCIATES through
Authorised Signatory **SHRI PRAVIN M. PATEL**

SIGNED AND DELIVERED BY THE WITHIN NAMED

**SHRI KAMLESH P. SHAH**

**SHRI PRAVIN M. PATEL**

**SHRI CHETAN P. SHAH**

**SMT. REKHA P. PATEL**

**For M/S SARJU CONSTRUCTION PRIVATE LIMITED**

**SHRI KAMLESH P. SHAH**

**SHRI PRAVIN M. PATEL**
Directors
OWNERS

WITNESSES:

Name Signature _____ _

Name Signature _____

**SCHEDULE 'A'**

ALL THAT entire R. C. C. Superstructure comprising of Row House/Bungalow bearing No. ……. covering a Carpet Area of …… Sq. Mtrs. having land admeasuring about ..... Sq. Mtrs. Being Plot No. ..... in the area known as S. H. TOWN situated on the project land FIRST SCHEDULE here-in-above written.

AND THE ROW HOUSE/BUNGALOW IS BOUNDED AS UNDER:

ON NORTH :

ON EAST :

ON WEST :

ON SOUTH :

ANNEXURE – E

(Specification and amenities for the Row House/Bungalow )

# S. H. TOWN

## GENERAL SPECIFICATION

1. STRUCTURAL:
   R.C.C. framed structure in concrete with floor height of 10’ and lintel height 6.9”. All outer walls 6” thick and partition walls and balcony parapet 4” thick. (Plinth height 1’.3” from R. L.)

2. WALL FINISH :
   A) INTERNAL : Internal face of all the walls, ceiling etc. finished with smooth fanti finish. The wall have two coats of dry distemper paint of colored shade. Interior of Drawing room finished with oil bound distemper paint.
   B) EXTERNAL : External surface of every outer wall plastered in 20 mm thick sand – faced (by machine) with two coats of cement paint.

Note :-That is understood by the purchaser that the construction is of heterogeneous in nature comprising of RCC and Brick Work. It is understood by the Purchaser that short coming inherent to the heterogeneous nature of construction like those due to unequal and expansion or unequal settlement of footing are likely to occur and will not be treated as defects. It is further under stood as agreed by the Purchasers that due to heterogeneous nature of construction joints between the masonry concrete or any such other joints, leakage or seepage of water is likely to occur and will not be treated ad defect in construction. The Developer may repair the same at the cost of the Purchaser.

3. FLOORING :
   A) Vitrified tiles to Hall, Kitchen / Dining & Ground Floor Bed Room with 4” skirting.
   B) Ceramics tiles to all other Bedroom balconies with 4” skirting.
   C) Flooring to toilet in (1’ X 1’) Ceramics tiles.
   D) Sills to every window provided in marble stones.

4. DOORS :
   A) Main Door in fully Teak Wood (Medium Quality) frame & panal with T. W. veneer Ply.
   B) R.C.C. Door frames with 25 mm thick flush door shutter about 70/- per. Sq. Ft. in all rooms & toilet.
5. KITCHEN :
   A) Kitchen provided with green marble top cooking platform “L” shape size (7’.00 X 2’2”) & (4’.00” X 1’6”) with steel sink and coloured glazed tiles dado up to 4’ height above cooking platform. (Steel sink of std. make)
   B) One tap in sink from overhead tank and another for fresh water provided.
6. WINDOWS : All the windows & ventilators of Aluminium (about 110/- per. Sq. Ft.) fully glazed with M. S. Grill painted in two coats of enamel paint.
7. TOILET :
   A) White Glazed tiles dado up to full height 6’.9” in Toilet.
   B) Toilet provided with Orissa pan with prince flushing cock and tap & other toilet having white commode.
   C) Internal plumbing of concealed type (P.P.R. – C pipe fitting)
   D) White wash basin of 18” X 12” size with pillar cock and 1’.00” height glazed tiles above basin.

8. WATER SUPPLY :
   A) One Tap from overhead tank provided in Kitchen, Washing balcony, Toilet and wash Basin.
   B) Water supply to the apartment through Borewell by overhead water tank.
   C) NMC water connection charges payable by purchaser in extra as and when availability of NMC water sources.

9. ELECTRICAL NETWORK :
   A) Each room has 3.5 point of 5 amp. Each in concealed type fitting.
   B) One No. T. V. and Telephone point provided in Drawing Room.
   C) every balcony, passage, terrace, toilet have on light each & extra point in Balconies.
   D) One 15 amps. Point for freeze and guesser in one bath room.
   E) All the fittings with copper wire and laminated switch board. (Hylame Plate)
10. STAIRCASE :
   A) Vitrified stone steps.
   B) Staircase having 2'.6" height parapet..
11. COMPOUND WALL : Compound wall height 1.5 mtr in 115 mm brick work with one M S Gate.

[Bunglow No. _____] [Customer's Sign]

## RECIEPT

Received of and from the ALLOTTEE/PURCHASER above named the sum of Rupees ……../-(Rs. ……. Only) on execution of this agreement towards Earnest Money Deposit.

I/WE say received.

**SHRI PRAVIN M. PATEL**

PROMOTER.