

AGREEMENT TO SELL

MOUZA - BABULKHEDA

City Survey No. 7110

Sheet No. 67 & 68

Govt. Rate Rs. 31,600/- per Sq. Mtr.

VALUED AT (Rs. _____/-)

(RS. _____ ONLY)

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

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 201__,

BETWEEN

M/S. SHRI YOGESHWAR BUILDERS AND DEVELOPERS, A Proprietary Concern having its Office at Plot No. 2, Doctor's Colony, Chhatrapati Nagar, Nagpur-440015 and acting through its Sole Proprietor **SHRI. SATISH S/o AJABRAO WANKHEDE**, Aged about 49 Years, Occupation - Business, Income Tax Permanent Account No. **AAEPW9739J**, Aadhar Unique Identity No. **589813720388**, Resident of Resident of Plot No. 2, Doctor's Colony, Chhatrapati Nagar, Nagpur-440015, hereinafter called the **"VENDOR"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDOR"** as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

MRS./SMT./SHRI. _____, Aged about ____ Years, Occupation - _____, Income Tax Permanent Account No. _____, Aadhar Unique Identity No. _____, Resident of _____, hereinafter called the **"PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER"**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

M/S. VANMALA CONSTRUCTIONS, A Proprietary Concern having its Office at Nagpur and acting through its Sole Proprietor **SHRI. AMOL S/o ABHIJIT KAMBLE**, Aged 37 Years, Occupation - Business, Income Tax Permanent Account No. **AURPK2272P**, Aadhar Unique Identity No. **717477589832** Resident of Plot No. 46, Shilpa Society, Narendra Nagar, Nagpur-440015, Tahsil and District - NAGPUR, hereinafter called as the **CONFIRMING PARTY** which expression shall unless repugnant to the context or meaning thereof always mean and include the said CONFIRMING PARTY as well as, its partners, their respective heirs, legal representatives, successors, administrators, executors and assigns of the **THIRD PART**

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and Parcel of land bearing amalgamated Plot Nos. 82 and 95 out of "Deoghare Layout" containing by total

admeasurement 513.358 Sq. Mtrs. (i.e. 278.7390 Sq. Mtrs. + 234.6190 Sq. Mtrs. = 513.358 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 81/2 of Mouza - BABHULKHEDA, having City Survey No. 7110 and Sheet Nos. 67 and 68 of Mouza - BABHULKHEDA, situate at 85 Plots, Deoghare Layout, Babhulkheda, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 15 in Tahsil 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 land bearing Kh. Nos. 23/1-2-3-4 and 22/1 of Mouza - BABHULKHEDA, P.S.K. 39 situate at Deoghare Layout, Babhulkheda, Nagpur within the limits of Nagpur Municipal Corporation, Ward No. 15 in Tahsil and District - NAGPUR, Originally belonged to Shri. Ramchandrasao Deoghare, Resident of Deoghare Mohalla, Nagpur, being his separate property; AND

WHEREAS consequent upon the death of Shri. Ramchandrasao Deoghare the aforesaid entire property including Kh. Nos. 23/1-2-3-4, 22/1, 43/2, 44 and 81/2 of Mouza - BABHULKHEDA devolved upon his 3 sons namely Shri. Yeshwantrao, Shri. Narendra Alias Namdeorao and Shri. Keshavrao jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Yeshwantrao S/o Late Shri. Ramchandrasao Deoghare, Shri. Narendra Alias Namdeorao S/o Late Shri. Ramchandrasao Deoghare and Shri. Keshavrao S/o Late Shri. Ramchandrasao Deoghare lateron jointly effected a Partition of the aforesaid entire properties in between them on 15-6-1971 and in terms of which amongst other properties, Plot Nos. 82 and 95 out of the said Kh. No. 81/2 of Mouza - BABHULKHEDA, situate at Deoghare Layout, Babhulkheda, Nagpur in Tahsil and District - NAGPUR were allotted to the exclusive share of Shri. Narendra alias Namdeorao S/o Late Shri. Ramchandrasao Deoghare and his family members jointly absolutely forever with heritable and transferable rights therein; AND

WHEREAS the aforesaid Shri. Narendra alias Namdeorao S/o Late Shri. Ramchandrasao Deoghare breathed his last on 19-7-1993 leaving behind him, his Widow Smt. Sushilabai and 4 Sons namely Shri. Madhukar, Shri. Moreshwar, Shri. Mohan and Dr. Ramchandra and only married Daughter Mrs. Meena W/o Aniruddha Welekar as his only legal heirs, who inherited the aforesaid property by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the aforesaid Smt. Sushilabai Wd/o Late Shri. Narendra alias Namdeorao Deoghare lateron relinquished all her right, title and interest in respect of the aforesaid Plot Nos. 82 and 95 in favour of her 4 Sons and a Daughter by a Deed of Release Dated 20-12-2014, which is duly Registered in the Office of Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 8177 on even date; AND

WHEREAS, as pre Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 and N.I.T. Board Resolution No. 15 dated 27/01/2001, and B.R. No. 10/977, dated 28/05/2001 and B.R. No. 8/1003, dated 02/04/2003, the Government of Maharashtra decided to regularize the various layouts, as per the classification of 1900, unauthorized layouts in the vicinity of Nagpur; AND

WHEREAS the Nagpur Improvement Trust, Nagpur having accepted the proposals contained in the said circulars decided to regularize the 1900 numbers of unauthorized layouts, and as per the Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001 and further Board Resolutions of the Nagpur Improvement Trust and circulars thereof; AND

WHEREAS the aforesaid land bearing No. 82, is one of such plot which comes under the 1900 unauthorized layouts and on receipt of the regularization charges, land admeasuring 278.7390 Sq. Mtrs. out of Plot No. 82 is regularized vide Letter No. 411, dated 06.02.2014, in Case No. 201402041 out of Layout No. 1900/Bab/2145 issued by the Building Engineer (SOUTH), Nagpur Improvement Trust, Nagpur, as per Maharashtra Gunthewari Developments (Regulations, Upgradation and Control) Act, 2001 and NIT Board Resolution No. 15, dated 27/01/2001, B.R. No. 10/977, dated 28/05/2001, B.R. No. 8/1003, dated 02/04/2003; AND

WHEREAS similarly aforesaid Plot No. 95 is also one of such plot which comes under the 1900 unauthorized layouts and on receipt of the regularization charges, land admeasuring 234.6190 Sq. Mtrs. out of Plot No. 95 is regularized vide Letter No. 412, dated 06.02.2014, in Case No. 201402052 out of Layout No. 1900/Bab/2145 issued by the Building Engineer (SOUTH), Nagpur Improvement Trust, Nagpur, as per Maharashtra Gunthewari Developments (Regulations, Upgradation and Control) Act, 2001 and NIT Board Resolution No. 15, dated 27/01/2001, B.R. No. 10/977, dated 28/05/2001, B.R. No. 8/1003, dated 02/04/2003; AND

WHEREAS the aforesaid Plot No. 82 out of Kh. No. 81/2 of Mouza - BABHULKHEDA is permitted for Non-Agricultural (Residential) Use by the Additional Tahsildar, Nagpur vide his Order Dated 17-2-2014 passed in Revenue Case No. 2593/NAP-34/2013-2014; AND

WHEREAS the aforesaid Plot No. 95 out of Kh. No. 81/2 of Mouza - BABHULKHEDA is also permitted for Non-Agricultural (Residential) Use by the Additional Tahsildar, Nagpur vide his Order Dated 17-2-2014 passed in Revenue Case No. 2594/NAP-34/2013-2014; AND

WHEREAS the said Shri. Madhukar S/o Late Shri. Narendra alias Namdeorao Deoghare, Shri. Moreshwar S/o Late Shri. Narendra alias Namdeorao Deoghare, Shri. Mohan S/o Late Shri. Narendra alias Namdeorao Deoghare, Dr. Ramchandra S/o Late Shri. Narendra alias Namdeorao Deoghare and Mrs. Meena W/o Aniruddha Welekar lateron jointly transferred the said Plot No. 82 admeasuring 18.290 Mtrs. x 15.240 Mtrs. equal to 278.7390 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 81/2 of Mouza - BABHULKHEDA, P.S.K. 39, bearing Corporation House No. 3255, City Survey No. 7110 and Sheet Nos. 67 and 68 of Mouza - BABHULKHEDA, situate at 85 Plots, Deoghare Layout, Babhulkheda, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 15 in Tahsil and District - NAGPUR by way of Sale to M/s. Shri Yogeshwar Builders and Developers, the VENDOR hereinabove named, by a Sale Deed Dated 11-6-2015, which is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 3852 on 12-6-2015; AND

WHEREAS in the like manner the said Shri. Madhukar S/o Late Shri. Narendra alias Namdeorao Deoghare, Shri. Moreshwar S/o Late Shri. Narendra alias Namdeorao Deoghare, Shri. Mohan S/o Late Shri. Narendra alias Namdeorao Deoghare, Dr. Ramchandra S/o Late Shri. Narendra alias Namdeorao Deoghare and Mrs. Meena W/o Aniruddha Welekar further transferred the said Plot No. 95 containing by admeasurement 234.619 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 81/2 of Mouza - BABHULKHEDA, P.S.K. 39, bearing Corporation House No. 3267, City Survey No. 7110 and Sheet Nos. 67 and 68 of Mouza - BABHULKHEDA, situate at 85 Plots, Deoghare Layout, Babhulkheda, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 15 in Tahsil and District - NAGPUR by way of Sale to M/s. Shri Yogeshwar Builders and Developers, the Party No. 1 herein above named, by a Sale Deed Dated 12-6-2015, which is duly

Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 3851 on even date; AND

WHEREAS As a result therefore the VENDOR hereinabove named has now become an exclusive, absolute and full Owner of the said Plot Nos. 82 and 95 out of Kh. No. 81/2 of Mouza – BABHULKHEDA with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records ; AND

WHEREAS the VENDOR lateron applied for the amalgamation of the said Plot Nos. 82 and 95 and the Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur vide his Permit No. ADTP/RACHANA/8667 Dated 4-12-2015 has amalgamated the said Plot Nos. 82 and 95 into a Single Plot. The amalgamated area of the said Plot Nos. 82 and 95 is 513.358 Sq. Mtrs.; AND

WHEREAS the VENDOR has decided to develop the aforesaid amalgamated Plot Nos. 82 and 95 jointly into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein and accordingly prepared a Plan of a Multi-storeyed Building proposed to be constructed on the said amalgamated Plot Nos. 82 and 95 and the same is duly sanctioned by the Building Engineer (S) of Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E. (SOUTH)/Case No. AB-4995/Tracking No. 2016012793/731 Dated 15-2-2016; AND

WHEREAS the VENDOR has prepared another plan of the Multi-storeyed Building proposed to be constructed on the said amalgamated Plot Nos. 82 and 95 and the same is duly sanctioned by the Building Engineer (S) of Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E. (SOUTH)/Case No. AB/3483/Tracking No. 2016120392 / 1371, Dated 01.02.2017; AND

WHEREAS the VENDOR entered into an Agreement of Joint Venture dated 07.04.2017 with M/S. VANMALA CONSTRUCTIONS, A Proprietary Concern having its Office at Nagpur and acting through its Sole Proprietor SHRI. AMOL S/o ABHIJIT KAMBLE, Aged 36 Years, Occupation - Business, Resident of Plot No. 46, Shilpa Society, Narendra Nagar, Nagpur-440015, Tahsil and District - NAGPUR and entrusted the entire work of development of the said amalgamated Plot Nos. 82 & 95 to it upon terms and conditions mentioned therein; AND

WHEREAS, in accordance with the agreed terms of the said Agreement of Joint Venture, 13 Independent and self contained separate Units shall be constructed in the proposed Building. Out of the said Units, 7 Units i.e. 1 on the Ground Floor and 3 Units each on the Second and 3 units on Third Floor will be retained by the VENDOR against land cost and the remaining 6 Units i.e. 3 Units each on the First and Fourth Floor shall be sold by the said Developer M/S. VANMALA CONSTRUCTIONS against the construction cost (direct and indirect cost) of 13 units and project to various prospective buyers of its own choice without any objection from the VENDOR. The entire sale consideration of the said 6 Apartments to be sold by the DEVELOPER M/S. VANMALA CONSTRUCTIONS shall be received by the said DEVELOPER M/S. VANMALA CONSTRUCTIONS without any objection from the VENDOR; AND

WHEREAS for the purpose of giving full and clear title to the prospective purchasers of the various units in the proposed building to be constructed on the said Plot Nos. 82 and 95, the VENDOR herein has submitted the said plots of land alongwith the proposed construction thereon to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dated 07.04.2017 under Section 2 of the said Act and the same is duly registered in the Office of the Sub-Registrar, Nagpur-4, on even date, at Serial No. 1796/2017, in Book No. 1; AND

WHEREAS while executing the Deed of Declaration dated 07.04.2017 some mistakes in respect of boundaries of the apartments crept in it and for the purpose of rectifying the same a Correction Deed dated 01.06.2017 came to be executed by the VENDOR and the same is duly registered in the Office of the Sub-Registrar, Nagpur-4, on even date, at Serial No. 2803/2017, in Book No. 1; AND

WHEREAS the PURCHASER herein above named has seen the property prior to the execution of this Agreement and also has taken the inspection of the said plan for the construction of the building as well as satisfied himself in respect of the VENDOR's title to the said property as good, valid and marketable; AND

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

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

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

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

WHEREAS, while sanctioning the said plan dated 01.02.2017, the Nagpur Improvement Trust, Nagpur has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR / CONFIRMING PARTY 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 authority; AND

WHEREAS, the VENDOR / CONFIRMING PARTY has accordingly commenced construction of the said building/s in accordance with the said sanctioned plan dated 01.02.2017; AND

WHEREAS, the PURCHASERS have applied to the VENDOR / CONFIRMING PARTY for purchase of Apartment No. ____ on _____ **Floor**, situated in the Building **"SAMRUDDHI APARTMENT"** being constructed on the said amalgamated Plot Nos. 82 and 95; AND

WHEREAS, the carpet area of the said Apartment is ____ **square meters**; Open / Enclosed Balcony 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 PURCHASERS or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASERS), 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, the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY is required to execute a written Agreement for sale of said Apartment with the PURCHASERS, 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 / CONFIRMING PARTY hereby agrees to sell and the PURCHASERS hereby agree to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Ground Floor, and 4 (Four) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of 12 (Twelve) Apartments to be constructed by the VENDOR / CONFIRMING PARTY on the said Project Land in accordance with the plans, designs and specifications as approved by the Nagpur Improvement Trust, Nagpur.

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

1.a i) The PURCHASERS hereby agree to purchase from the VENDOR / CONFIRMING PARTY and the VENDOR / CONFIRMING PARTY hereby agrees to sell to the PURCHASERS Apartment No. ____, having carpet area admeasuring ____ Sq. Metres on ____ Floor in the Building “**SAMRUDDHI APARTMENT**” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1** for the total sale consideration of **Rs. ____/- (Rupees Thirty Lakhs Only)**

1.b Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is **Rs. ____/- (Rupees ____ Only).**

1.c The PURCHASERS have paid on or before execution of this Agreement a sum of **Rs. ____/- (Rupees ____ Only)** as advance payment or Application Fee and hereby agree to pay to the VENDOR the balance amount of **Rs. ____/- (Rupees ____ Only)** in the following manner:-

MANNER OF PAYMENT:

Rs. _____ : (Rs. _____) Total Agreed Consideration

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY) up to the date of handing over the possession of the said Apartment. The PURCHASERS specifically agree to pay to the VENDOR / CONFIRMING PARTY all such Taxes & Insurance Premium as and when demanded and shall always keep the VENDOR / CONFIRMING PARTY 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 PURCHASERS. It shall be obligatory on the part of PURCHASERS to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e The PURCHASERS do hereby state and declare that it shall be the sole liability and responsibility of the PURCHASERS 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 PURCHASERS from the Sale Consideration payable to the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY undertakes and agrees that while raising a demand on the PURCHASERS for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the PURCHASERS, which shall only be applicable on subsequent payments.

1.g THAT the VENDOR / CONFIRMING PARTY shall be exclusive in-charge of the construction without any let or hindrance or interference by the PURCHASERS or any other contractor and under no circumstances during the subsistence of this contract, the PURCHASERS 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 PURCHASERS shall be void and shall not be binding upon the VENDOR / CONFIRMING PARTY.

1.h THAT during the period of building construction the PURCHASERS with at-least Five days advance intimation to the VENDOR / CONFIRMING PARTY, 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 / CONFIRMING PARTY shall confirm the final Carpet Area that has been agreed to be sold to the PURCHASERS after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority, if required. However it is understood by the PURCHASERS 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 PURCHASERS 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 PURCHASERS that on account of practical constraints there will be an allowance of plus or minus (3%) Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the PURCHASERS for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR / CONFIRMING PARTY. If there is any reduction in the carpet area beyond the defined limit, then the VENDOR / CONFIRMING PARTY shall refund the excess money paid by the PURCHASERS 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 PURCHASERS. If there is any increase in the carpet area allotted to PURCHASERS, the VENDOR / CONFIRMING PARTY shall demand additional amount from the PURCHASERS 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 PURCHASERS do hereby authorize the VENDOR / CONFIRMING PARTY to adjust / appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in its name as the VENDOR / CONFIRMING PARTY may in its sole discretion deem fit and the PURCHASERS undertake not to object/demand/direct the VENDOR to adjust their payments in any manner.

2.1 THAT, the VENDOR / CONFIRMING PARTY 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 PURCHASERS, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment, if necessary.

2.2 THAT, Time is essence for the VENDOR / CONFIRMING PARTY as well as the PURCHASERS. The VENDOR / CONFIRMING PARTY shall abide by the time schedule for completing the project and handing over the Apartment to the PURCHASERS 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 PURCHASERS shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR / CONFIRMING PARTY as provided in clause 1 (c) herein above. (**"Manner of Payment"**).

3. The VENDOR / CONFIRMING PARTY hereby declares that the Floor Space Index available as on date in respect of the project land is 513.358 Square Meters only and VENDOR has planned to utilize Floor Space Index of _____ by availing of FSI available on payment of premiums which are applicable to the said Project. The VENDOR has disclosed the Floor Space Index of ____ as proposed to be utilized by it on the project land in the said Project and PURCHASERS have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the VENDOR / CONFIRMING PARTY by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR / CONFIRMING PARTY only.

4.1 If the VENDOR / CONFIRMING PARTY fails to abide by the time schedule for completing the project and handing over the Apartment to the PURCHASERS, the VENDOR / CONFIRMING PARTY agrees to pay to the PURCHASERS, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASERS, for every month of delay, till the handing over of the possession. The PURCHASERS agrees to pay to the VENDOR / CONFIRMING PARTY, 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 PURCHASERS to the VENDOR / CONFIRMING PARTY under the terms of this Agreement from the date the said amount is payable by the PURCHASERS to the VENDOR / CONFIRMING PARTY.

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

Provided that, VENDOR / CONFIRMING PARTY shall give notice of fifteen days in writing to the PURCHASERS, by Registered Post AD at the address provided by the PURCHASERS and mail at the e-mail address provided by the PURCHASERS, of its 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 PURCHASERS fail to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY shall refund to the PURCHASERS, 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 PURCHASERS to the VENDOR.

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 / CONFIRMING PARTY in the said building and the Apartment as are set out in **Annexure 'E', annexed hereto.**

6. The VENDOR / CONFIRMING PARTY shall give possession of the Apartment to the PURCHASERS on or before 31st-Dec-2018, 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 / CONFIRMING PARTY any other reasonable cause and the PURCHASERS 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 / CONFIRMING PARTY. If the VENDOR / CONFIRMING PARTY fails or neglects to give possession of the Apartment to the PURCHASERS on account of reasons beyond its control and of its agents by the aforesaid date, then the VENDOR / CONFIRMING PARTY shall be liable on demand to refund to the PURCHASERS 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 / CONFIRMING PARTY received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDOR / CONFIRMING PARTY shall not deliver the actual physical possession of the said Apartment to the PURCHASERS 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, etc. are paid by the PURCHASERS in full to the VENDOR / CONFIRMING PARTY hereto.

Provided further that the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the PURCHASERS as per the agreement shall offer

in writing the possession of the Apartment to the PURCHASERS in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the VENDOR / CONFIRMING PARTY shall give possession of the said Apartment to the PURCHASERS. The VENDOR / CONFIRMING PARTY agrees and undertakes to indemnify the PURCHASERS in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR / CONFIRMING PARTY. The PURCHASERS agree(s) to pay the maintenance charges as determined by the VENDOR / CONFIRMING PARTY or Association of PURCHASERS, as the case may be.

7.2 The PURCHASERS shall take possession of the Apartment within 15 days of the written notice from the VENDOR / CONFIRMING PARTY to the PURCHASERS intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the PURCHASERS hereby agree not to occupy the said Apartment without prior written permission of the VENDOR / CONFIRMING PARTY else PURCHASERS shall be treated as trespassers.

7.4 THAT the VENDOR / CONFIRMING PARTY does hereby agree with the PURCHASERS 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 PURCHASERS, the VENDOR / CONFIRMING PARTY 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 PURCHASERS or the nominee(s) appointed by the PURCHASERS and get the same duly registered at the costs of PURCHASERS in accordance with the law in force provided the PURCHASERS shall have also paid the entire agreed cost of construction of the Apartment chosen by the PURCHASERS to the VENDOR / CONFIRMING PARTY.

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 PURCHASERS jointly with the other Co-owners thereof. However the Apartment chosen by PURCHASERS in the proposed multistoried building shall be owned and possessed by the PURCHASERS 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 PURCHASERS to take Possession of Apartment : Upon receiving a written intimation from the VENDOR / CONFIRMING PARTY as per clause (8.1) the PURCHASERS shall take possession of the Apartment from the VENDOR / CONFIRMING PARTY by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the VENDOR / CONFIRMING PARTY shall give possession of the Apartment to the PURCHASERS. In case the PURCHASERS fail to take possession within the time provided in clause 8.1 such PURCHASERS shall continue to be liable to pay maintenance charges as applicable, to the VENDOR / CONFIRMING PARTY or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the PURCHASERS.

7.7 THAT the PURCHASERS 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 PURCHASERS 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 PURCHASERS, then in such event, PURCHASERS will be solely responsible for any consequences which may arise. The PURCHASERS 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 PURCHASERS, the PURCHASERS brings to the notice of the VENDOR / CONFIRMING

PARTY 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 / CONFIRMING PARTY at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the VENDOR / 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 Apartment, the PURCHASERS shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the VENDOR / CONFIRMING PARTY shall always cooperate and assist the PURCHASERS in this regard. It is specifically brought to the notice of the PURCHASERS 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 PURCHASERS, then the defect Liability will not be applicable to such modified Specification items. Similarly if the PURCHASERS have made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the VENDOR / CONFIRMING PARTY shall not be liable for make good of the defect.

8.1 The PURCHASERS 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.

8.2 THAT it is understood by the PURCHASERS that the VENDOR / CONFIRMING PARTY 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 PURCHASERS will neither object/disturb it, nor obstruct it's visibility in any way. The VENDOR / CONFIRMING PARTY shall not pay, nor the PURCHASERS shall demand any rent etc. for any signs displayed by the VENDOR.

9.1 That the VENDOR has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is executed. 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 PURCHASERS and their successors in title.

9.2 THAT the PURCHASERS agree 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 there under.

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 PURCHASERS severally or jointly with any other Apartment Owner or Owners.

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

9.5 Within 15 days after notice in writing is given by the VENDOR / CONFIRMING PARTY to the PURCHASERS that the Apartment is ready for use and occupancy, the

PURCHASERS 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. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the PURCHASERS shall pay to the VENDOR / CONFIRMING PARTY such proportionate share of outgoings as may be determined. The PURCHASERS further agrees that till the PURCHASER's share is so determined the PURCHASERS shall pay to the VENDOR / CONFIRMING PARTY provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the PURCHASERS to the VENDOR / CONFIRMING PARTY shall not carry any interest and remain with the VENDOR until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The VENDOR / CONFIRMING PARTY hereby represents and warrants to the PURCHASERS as follows:

- i. The VENDOR has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY 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 / CONFIRMING PARTY 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 PURCHASERS created herein, may prejudicially be affected;
- vii. The VENDOR / CONFIRMING PARTY 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 PURCHASERS under this Agreement;
- viii. The VENDOR / CONFIRMING PARTY is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASERS in the manner contemplated in this Agreement;

- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the PURCHASERS, the VENDOR / CONFIRMING PARTY shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- xi. The VENDOR / CONFIRMING PARTY 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 in respect of the project land and/or the Project except those disclosed in the title report.

11. The PURCHASERS themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the VENDOR / CONFIRMING PARTY as follows :-

- i. To maintain the Apartment at the PURCHASERS'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 PURCHASERS hereby specifically agrees with the VENDOR / CONFIRMING PARTY that even after taking over the actual possession of the Apartment chosen by PURCHASERS, the PURCHASERS will not object or prevent or obstruct the VENDOR / CONFIRMING PARTY 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 PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.
- iv. To carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the VENDOR / CONFIRMING PARTY to the PURCHASERS 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 PURCHASERS committing any act in contravention of the above provision, the PURCHASERS 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 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 PURCHASERS 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 / CONFIRMING PARTY within fifteen days of demand by the VENDOR / CONFIRMING PARTY, their 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 PURCHASERS for any purposes other than for purpose for which it is sold.
- x. The PURCHASERS 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 PURCHASERS to the VENDOR / CONFIRMING PARTY under this Agreement are fully paid up.
- xi. The PURCHASERS 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 PURCHASERS 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 PURCHASERS shall permit the VENDOR / CONFIRMING PARTY and its 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 / CONFIRMING PARTY shall bear and pay the ___% of regular Maintenance Charges payable for such unsold Apartments.

12. The VENDOR / CONFIRMING PARTY shall maintain a separate account in respect of sums received by the VENDOR / CONFIRMING PARTY from the PURCHASERS 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 PURCHASERS shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR / CONFIRMING PARTY 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 PURCHASERS, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. After the VENDOR / CONFIRMING PARTY executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created 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 PURCHASERS who have taken or agreed to take such Apartment.

16. BINDING EFFECT : Forwarding this Agreement to the PURCHASERS by the VENDOR / CONFIRMING PARTY does not create a binding obligation on the part of the VENDOR / CONFIRMING PARTY or the PURCHASERS until, firstly, the PURCHASERS sign and deliver 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 PURCHASERS and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR / CONFIRMING PARTY. If the PURCHASERS fail to execute and deliver to the VENDOR / CONFIRMING PARTY this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASERS and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR / CONFIRMING PARTY, then the VENDOR / CONFIRMING PARTY shall serve a notice to the PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASERS, application of the PURCHASERS shall be treated as cancelled and all sums deposited by the PURCHASERS in connection therewith including the booking amount shall be returned to the PURCHASERS 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 PURCHASERS / 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 purchaser 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 confirm 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 PURCHASERS have 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 VENDOR / CONFIRMING PARTY through its authorized signatory at the VENDOR's / CONFIRMING PARTY's Office, or at some other place, which may be mutually agreed between the VENDOR / CONFIRMING PARTY and the PURCHASERS, in Nagpur after the Agreement is duly executed by the PURCHASERS and the VENDOR / CONFIRMING PARTY 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 PURCHASERS and/or VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY will attend such Office and admit execution thereof.

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

NAME: (VENDOR)

ADDRESS:

Email ID:

NAME: (PURCHASERS)

ADDRESS:

Email ID:

NAME: (CONFIRMING PARTY)

ADDRESS:

Email ID:

It shall be the duty of the PURCHASERS and the VENDOR / CONFIRMING PARTY 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 / CONFIRMING PARTY or the PURCHASERS, as the case may be.

26. JOINT PURCHASERS : In case there are Joint PURCHASERS all communications shall be sent by the VENDOR / CONFIRMING PARTY to the PURCHASERS 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 PURCHASERS.

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 THOSE Pieces and Parcel of land bearing amalgamated Plot Nos. 82 and 95 out of "Deoghare Layout" containing by total admeasurement 513.358 Sq. Mtrs. (i.e. 278.7390 Sq. Mtrs. + 234.6190 Sq. Mtrs. = 513.358 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 81/2 of Mouza - BABHULKHEDA, having City Survey No. 7110 and Sheet Nos. 67 and 68 of Mouza - BABHULKHEDA, situate at 85 Plots, Deoghar Layout, Babhulkheda, Nagpur within the limits of Nagpur Municipal Corporation Ward No. 15 in Tahsil and District - NAGPUR, and said plot is bounded as under:

ON THE EAST	-	9.14 MTRS WIDE ROAD
ON THE WEST	-	GALLI
ON THE NORTH	-	PLOT NO. 81
ON THE SOUTH	-	OTHER LAYOUT

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. ____ having Builtup area of ____ **Sq. Mtrs.**, situate on the ____ **FLOOR** of the building to be known and styled as "_____" constructed on the aforesaid plots of land alongwith General Common Facilities provided in the said Scheme.

IN WITNESS WHEREOF the parties above named have after reading and understanding the terms and conditions as enumerated above and admitting them

to true and correct and binding on them and any one claiming through or under them have signed this Agreement for Sale, in the presence of witnesses signing below on this the ____ day of _____, **2017** at Nagpur.

Drafted by: **Adv. Hemant A. Tambat**
As per the instructions of the parties.

WITNESSES

We the witnesses below name state that the 'Executants' have read the contents of this Agreement for Sale, the contents, their import, effect and implications, have been explained to the 'Executants, and they admit to have understood the contents, their import, effect and implications, in our presence and state that they are correct and binding on them.

M/S. SHRI YOGESHWAR BUILDERS AND DEVELOPERS through its Sole Proprietor
SHRI. SATISH AJABRAO WANKHEDE

(VENDOR)

Sign _____

(PURCHASERS)

Sign _____

M/S. VANMALA CONSTRUCTIONS,
through its Sole Proprietor **SHRI. AMOL**
ABHIJIT KAMBLE
(CONFIRMING PARTY)