VIDARBHA INFOTECH'S

AGREEMENT OF SALE

Valued At Rs _____/-
For the Purpose of valuation and Stamp Duty Valued at Rs. _____/-
and the fixed Stamp duty of Rs. _____/- affixed alongwith

THIS AGREEMENT OF SALE OF APARTMENT made and executed at Nagpur on this _____ day of _____ , _____

M/S. VIDARBHA INFOTECH PVT. LTD. Through its Managing Director **Shri Prashant S/o. Bhaurao Ugemuge,** aged about 42 years, Occupation: Business, Office address 14, PUSHPAKUNJ, Central Bazar Road, Ramdaspeth, Nagpur – 440010 (PAN NO. AABCV2557M) **(Mob. No. 09822200145, Email : prashant@ugemuge.com)** Hereinafter referred to and called the "VENDOR" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "VENDOR" , its administrators, successors, as well as her heirs, legal representatives, assigns etc. of the FIRSTPART.

AND

SHRI /SMT. _____ aged about __ years, Occupation : _____, and resident/s of _____Pin - hereinafter /jointly and severally called the "PURCHASER(S)" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "Purchaser " , its administrators, successors, as well as his/her/their legal heirs, legal representatives, assigns etc. of the SECOND PART.

WHEREAS, All that piece and parcel of land admeasuring 9883.78 sq.mts, out of total land bearing Khasra No.43-51,53,96 bearing Ward No.74 situated in Mouza : Parsodi, City Survey No.301, Sheet No. 21 as per the annexed plan which shall form part and parcel of this document, within the Limits of Nagpur Improvement trust ,together with all rights, appurtenants, attachment attached thereto was originally owned, possessed and held by NAGPUR IMPROVEMENT TRUST, NAGPUR. That NIT advertised the Request for Proposal document (RFP) vide advt. No.: SE./292/1 dated 25.10.2011 inviting proposals from prospective Bidders to implement the said project and after evaluation of the Proposals received, the NIT had accepted the Proposal of the the present VENDOR

and issued Letter of Intent (Letter No. A.E. (Tech)/offer/I.T. Park/476) dated 28.12.2011 and executed the concession Agreement within 60 Days from the issuance of Letter of Intent which was duly executed on 21.02.2012. The said property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' for short.

AND WHEREAS, the Nagpur Improvement Trust, Nagpur executed the an Indenture of Lease dated 16.05.2012 for a term / period commencing from 21.02.2013 to 20.02.2042 in favour of the VENDOR. The same is duly registered in the Office of the Sub-Registrar of Assurances, Nagpur – 1 on 16.05.2012 in Book No. 1 at Serial No. 3181/2012

AND WHEREAS, acting on the said Concession Agreement and Lease Deed. The VENDOR hereto has commenced the construction of a IT PARK consist of THREE WINGS, A WING, B WING and C WING. A WING- I Park, is reserved for IT purpose, B WING- ICON is reserved for Convention Centre, while C WING- I RES is meant for Service apartments pursuant to the Building Permit No. (N)17/txe.No/201206145 dated 24.05.2013 granted by the Nagpur Improvement Trust .

AND WHEREAS, THE VENDOR has accordingly started the construction work of proposed IT-PARK building as per Building Plan duly sanctioned as aforesaid.

WHEREAS, on demand from the Purchaser, the has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the 's 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 at it's site Office and has supplied the copies thereof. The Purchaser has, prior to the execution thereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the to sell the same on ownership basis. The Purchaser hereby confirms that the has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the ; The Purchaser has also satisfied himself with the quality of the Construction, Specifications whatsoever and has agreed to accept the same or similar specifications which are more enumerated in the Agreement.

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Owner / , 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 inspected and supplied to the Purchaser. The provisions of Caveat emptor are applicable to the transaction.

WHEREAS, the authenticated reduced copies of the Building Plans as sanctioned and approved by the local authority have been annexed hereto with the Agreement.

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser are as per Schedule A of the Agreement.

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

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

WHEREAS, the has not entered into a standard Agreement with an Architect registered with the Council of Architects however, the has a oral contract with the Architect for the designing of the building and verification thereof;

WHEREAS, the has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____;

WHEREAS, the has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the accepts the professional supervision of the Architect and the structural Engineer

till the completion of the building/buildings, without prejudice his right to remove them in the event of dis-satisfaction and appointing equivalent and approved Architects and Structural Engineer;

AND WHEREAS, the Vendor have executed the Declaration Deed as required under the provisions of Maharashtra Ownership of Apartments Act, 1970 duly registered with the Office of the Sub-Registrar Nagpur - 3 at Serial No. 4577 dated 13.09.2013 and amendment/Correction to the Deed of Declaration is also registered with the office of Sub-registrar Nagpur – 3 at Serial No. 3374/2015 dated 21-05-2015 the proposed construction of the IT-PARK i.e. superstructure is submitted to the provisions of said Act on the conditions contained therein.

AND WHEREAS, the VENDOR/Developer has started the construction of proposed IT-PARK building consisting of THREE WINGS, A WING, B WING and C WING. A WING- I Park, is reserved for IT purpose, B WING- ICON is reserved for Convention Centers, while C WING- I RES is meant for Service apartments. All the WINGS are capable of individual utilization on account of having their own exit to common areas for the purpose of transferring the same along with rights relating to undivided share in the said piece of land in favour of any person or persons and further to negotiate and receive the consideration amount from prospective buyers, for their benefits and profits exclusively.

AND WHEREAS, the PURCHASER(S) being desirous to own a Flat/Service Apartment/SHOWROOM/SHOPS/UNIT in the said I-RES/I-PARK building, approached the VENDOR and after due inspection and verification, has chosen to purchase THE **FLAT NO/SHOWROOM/SHOP/UNIT/IT AREAS (`___" Type),**

WHEREAS, the carpet area of the said Apartment/SHOWROOM/SHOPS/UNITS/IT AREAS 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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

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

WHEREAS, the Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____no. _____ ;

WHEREAS, under section 13 of the said Act, the Developer / Owner is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 on the purchaser making the entire payment of Stamp Duty, Registration Charges and other expenses;

AND WHEREAS, the parties hereto had due deliberations and discussions, and consequences thereof the VENDOR also accepted the proposal of the PURCHASER(S) and agreed to allot and sale said Flat/Service Apartment to the PURCHASER(S) after completion of building as desired by PURCHASER(S), on the terms and conditions so settled and agreed in writing as under.

NOW IT IS THEREFORE MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THAT, the aforesaid Project consists of a Multisoried Building / ___(____) Multistoried Buildings, each consisting of Ground Floor, and __(____) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of __(____) Apartments to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a The Vendors hereby agree to sell and the Purchaser(s) agrees to purchase **_____**in Block – ____ on the **_____Floor** of the Building "Aster" on All that piece and parcel of land admeasuring 9883.78 sq.mts, out of total land bearing Khasra No.43-51,53,96 bearing

Ward No.74 situated in Mouza : Parsodi, City Survey No.301, Sheet No. 21 as per the annexed plan which shall form part and parcel of this document, within the Limits of Nagpur Improvement trust ,together with all rights, appurtenants, attachment attached thereto and more particularly described in the schedules, hereunder written for a Total consideration of **Rs. _____(Rupees _____ Only) payable in the manner hereinabove.**

1.b **Manner of Payment**

Rs. _____	Booking Amount by Cheque No. _____ Dated _____drawn on _____
Rs. _____	20% Down payment within 30 days from the execution of this Agreement
Rs. _____	10 % Payment on Plinth
Rs. _____	8 % Payment on 1st RCC Slab
Rs. _____	8 % Payment on 2nd RCC Slab
Rs. _____	8 % Payment on 3rd RCC Slab
Rs. _____	8 % Payment on 4th RCC Slab
Rs. _____	8 % Payment on 5th RCC Slab
Rs. _____	8 % Payment on 6th RCC Slab
Rs. _____	8 % Payment on 7th RCC Slab
Rs. _____	5 % Payment on Brick Work
Rs. _____	5 % Payment on Plaster
Rs. _____	3% Payment on Flooring
Rs. _____	Balance At the Time of Execution of Sale Deed/Handing over the possession.

_____

Rs. _____/- (Rupees _____ Only)

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

demanded and shall always keep the Owner indemnified against the same. It is clarified that all future impost including stamp duty, registration and all other legal expenses as may be imposed by Statute or any law shall be payable by the Purchaser.

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

1.e 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 Developer / Owner undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner shall disclose the reasons for rise in the cost of the property.

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

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site, however shall not disturb the working at the site in any manner whatsoever.

1.h THAT, the Owner shall confirm the final Carpet Area that has been

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

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

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

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

3.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

3.2 That the Purchaser(s) shall pay the aforesaid installments as stipulated hereinabove strictly on the stages as mentioned above to the Vendor only. It is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and in the event of default in making delay in making the payments of 3 installments for more than a week consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)'s failure to pay the above installments on due dates. It is specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge/mortgage whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement unless consented by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to sell the said Apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchaser. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the

installments on due date and this agreement would not be construed as a "secured asset" unless the terms are fully complied with. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the remaining consideration at the time of possession irrespective of the fact that whether the Sale Deed is executed or not. The Vendor/Developer may at it's option extend the time for payment however in such circumstances the Purchaser shall liable to pay interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent.

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

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said building and the Apartment shall be "B" Class Branded or similar.

5. The Owner shall give possession of the Apartment to the Purchaser on or before 31st day of March, 2020 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 Owner any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Owner. If the Owner fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Developer / Owner 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.

6.1 Procedure for taking possession – The Owner upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer / Owner shall give possession of the said Apartment to the Purchaser. The Developer / Owner agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Owner. The Purchaser agree(s) to pay the

maintenance charges as determined by the Developer / Owner or Association of Purchasers, as the case may be.

6.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Owner to the Purchaser intimating that the said Apartment is ready for use and occupancy on making the entire payment with interest if any.

6.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Developer / Owner else Purchaser shall be treated as a trespasser.

6.4 THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor.

6.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance. The proportionate undivided share shall vary in the event the FSI of the Building is enhanced by the Local Authority before completion of the Building and/or Local Authority permits availing TDR to the Developer.

6.6 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Owner as per clause (7.1) the Purchaser shall take possession of the Apartment from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Owner shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 and 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Owner or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

6.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner, the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby. The Purchaser shall not be entitled to keep any animal/pet in the Apartment and./or shall not use the same for any commercial purposes including Clinic/Hospital or any other purposes including as a Guest House;

6.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Owner 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 Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Owner 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. It is further clarified that any fitting, electricals, doors, sanitary items which are not constructed by the Vendor and are purchased from outside sources and are only affixed the warranty/guarantee shall be claimed directly from the manufacturer and shall not exceed the period as assured by the Manufacturer. It is clarified that structural or any other defects shall not include painting of inside and outside walls, defects caused due to climatic conditions/rusting; passages, railings, grills, Windows, tiles (including scratches that may be caused by regular use) gardening, amusement for children, POP and other temporary fixtures if any provided in and outside the building. This also shall not include the defects caused by insects or termite infections within the premises as it is for the Purchaser to ensure anti-termite treatment at regular levels considering the climatic condition of the City.

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

7.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Purchaser shall not be entitled to park the vehicles on the road in the layout in any circumstances.

7.2 Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor. However it is clarified that the Purchaser shall not be entitled to display any board, sign or banner except the name plate outside his Flat/Apartment and his name on the common list if any

provided by the Vendor at the entrance/lobby space.

8.1 That the Owner 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 shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title. The Vendor is taking steps to amend the same as per the RERA Act.

8.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

8.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

8.4 The Owner shall, within three months of executing the sale deed and handing over the possession of the entire property cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Owner and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

8.5 Within 15 days after notice in writing is given by the Owner to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in

proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Gram Panchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Owner such proportionate share of outgoings as may be determined by the Owner. The Purchaser further agrees that till Charges are fixed, the Purchaser shall pay provisional monthly contribution of Rs. 5.00 per sq.ft of the carpet area towards the outgoings as per the area enumerated in the agreement. The amounts so paid by the Purchaser to the Owner shall not carry any interest and remain with Owner until handing over the management of the said Building to the Association of Apartment Owners.

9. REPRESENTATIONS AND WARRANTIES OF THE OWNER:

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

i. The Owner 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; The Purchaser has however satisfied himself/herself/themselves with the title and is aware that the principles of caveat emptor are applicable to the transaction.

ii. The Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain further requisite approvals from time to time to complete the development of the project as may be revised which is consented by the Purchaser;

iii. There are no encumbrances upon the project land or the Project;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

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 Owner 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 Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected; It is however made clear that the right of the Purchaser is subject to compliance of the conditions and payment terms and not otherwise.

vii. The Vendor and/or Developer / Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

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

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

x. After the execution of the Sale Deed of the Apartment in favour of the Purchaser, the Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners as enumerated herein;

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

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

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

i. To make timely payments to the Owner/Developer at all times in terms of the Agreement and not to obstruct the construction in any manner whatsoever.

ii. To carry out inspections at regular levels with due appointment of the Developer and inform the defects if any to the Developer failing which it shall be presumed that the Purchaser has waived his right to get the said defects cured after 15 days thereof.

iii. To maintain the Apartment at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken on complying all the conditions if any 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.

iv. The Purchaser hereby specifically agrees with the Owner / that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or

prevent or obstruct the Owner / 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.

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

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

vii. Not to demolish or cause to be demolished the Apartment or alter 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 Owner / and/or the Association of the Apartment Owners.

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

ix. 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.

x. 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.

xi. Pay to the Owner / within fifteen days of demand by the Owner / , his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

xiii. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the

Purchaser to the Owner / under this Agreement are fully paid up.

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

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

xvi. Shall pay the maintenance regularly and shall be entitled to disconnection of the essential amenities in the event of default of making payment of maintenance for 3 months.

xvii. That all the obligations set in the agreement shall equally apply to any occupier or tenant on behalf of the Purchaser.

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

xix. Shall pay all electricity, water and other charges in time.

xx. Shall not cause any thing which may cause nuisance to the adjoining occupier and in the event of any such complaint the decision of the Association or the Developer shall be binding on the Purchaser(s).

xxi. Shall not use the premises for any other purpose other than assigned and shall not keep any pet or animal in the building unless consented by 3/4th majority of the occupiers in the building. However in the event of the objection raised by adjoining flat owner in respect of any such nuisance, the Purchaser(s) shall forthwith remove the said animal/pet from the said apartment.

11. The Owner / shall maintain a separate account in respect of sums received by the Owner / 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.

12. Nothing contained in this Agreement is intended to be nor shall be construed as demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him subject to making timely payments and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner / until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned. That the right of the Purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dis-satisfaction expressed by the Purchaser(s).

13. 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.

14. After the Owner / executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment. However similarly the Right of the Developer/Owner shall not be affected in the event of default committed by the Purchaser and this shall not dilute the right of the Vendor/Owner/Developer to cancel the Agreement in the event of breach of the terms.

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

16. 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.

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

18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Scheme shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

19. 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.

20. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Project as it exists and as may be revised.

21. 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.

22. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Owner / through its authorized

signatory at the Owner / ’s Office, or at some other place, which may be mutually agreed between the Developer / Owner / and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Owner / 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.

23. The Purchaser and/or Owner / 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 Owner / will attend such Office and admit execution thereof.

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

_____ Name of Purchaser

_____ (Purchaser’s Address)

Notified Email ID :

_____

M/s

_____

(Name of Developer / Owner / name)

_____

___ (Address of Developer / Owner /)

Notified Email ID :

_____

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

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

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

27. 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.

28. 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.

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

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

SCHEDULE-I

(Description of Total property)

All that piece and parcel of land admeasuring 9883.78 sq.mts, out of total land bearing Khasra No.43-51,53,96 bearing Ward No.74 situated in Mouza : Parsodi, City Survey No.301, Sheet No. 21 as per the annexed plan which shall form part and parcel of this document, within the Limits of Nagpur Improvement trust ,together with all rights, appurtenants, attachment attached thereto and is bounded as under :

TOTAL PLOT 9833.780 SQ.MTRS.

ON THE EAST : Road of 15 Mts.
ON THE WEST : Residential Area
ON THE NORTH : Road of 15 Mts.
ON THE SOUTH : Reserved NIT Plots

SECOND SCHEDULE ABOVE REFERRED TO

SPACE FOR

SIGNATURE, PHOTO & THUMB IMPRESSION