STAMP DUTY Rs……/-

MARKET VALUE FOR THE AGREEMENT RS……/-

Mouza :- Zingabai Takli, City Survey No. 6, Sheet No.15

Item No.46.546C, Rate Rs……/- Per Square Meter, Page No. …….

AGREEMENT TO SALE

(VALUED FOR RS. ……/-)

(RUPEES …… ONLY)

THIS DEED OF AGREEMENT TO SALE is made on this ……..**th day of …….. 2018**

BETWEEN

SHRI MADHUSUDAN RAMSEVAK TIWARI
Aged About : 65 Years, Occupation : Retired,
R/o Plot No.5-B, Forest Colony, Civil Lines, Nagpur - 440001.
P.A.N. :- AAQPT5936L
Adhar Card No. :- 7639 5502 4847

Through his Power of Attorney Holder

SHRI. SUNIL GANPATRAO KHADATKAR
Age 46 Years, Occu:- Business,
R/o 401 – Imperial Residency – 1, Jai Durga Housing Society No.1, Near UCO Bank, Manish 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 legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

……..

Aged about …….. Years, Occupation – ……

R/o ……

(Hereinafter referred to as the "**PURCHASER**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, as well as his/her/their respective legal heirs, successors, administrators and assigns **OF THE SECOND PART)**

P.A.N.:- ……

Adhar Card No. :-

AND

M/S SUNRISE BUILDCON

Office at 401, Imperial Residency I, Plot No. 22, Jai Durga Society, Manish Nagar, Nagpur

Through its Partners

SHRI. SUNIL GANPATRAO KHADATKAR

Age 46 Years, Occu:- Business,

R/o 401 – Imperial Residency – 1, Jai Durga Housing Society No.1, Near UCO Bank, Manish Nagar, Nagpur – 440015.

(Hereinafter referred to as the **"CONFIRMING PARTY / DEVELOPER/PROMOTER"** which expression shall unless it be repugnant to the context or meaning thereof mean and include the said CONFIRMING PARTY / DEVELOPER, his/ her /their respective legal heirs, successors, administrators and assigns **OF THE THIRD PART)**:

WHEREAS, "All That piece and parcel of land bearing **Plot No.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter (as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur" (which is fully and specifically described in the schedule written hereunder and hereinafter referred to as "the Project Land") is owned and possessed by the Vendor/ First Part,

WHEREAS above said Plot No. 16 originally belonged to the layout Motikrishna Gruhnirman Sahakari Sanstha Mydt, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/516. That said society has sold said plot No. 16 to Shri Madhusudan Ramsewak Tiwari i.e. Owner by way of registered Sale Deed Dt. 24/12/2013 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.3949.

WHEREAS the above said Plot No. 16 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 16 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. BE(N)/1308 Dt. 13/12/2016. As per the said permit regularized area of Plot No. 16 is admeasuring about 454.8860 Sq. Mtrs **AND**

LIKEWISE above said Plot No. 18 also belonged to the Motikrishna Gruhnirman Sahakari Sanstha Mydt, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/516. That said society has sold said plot No. 18 to Shri Madhusudan Ramsewak Tiwari i.e. Owner by way of registered Sale Deed Dt. 29/11/2016 which is duly registered in the office of Sub Registrar Nagpur-2 at serial No.5164.

WHEREAS the above said Plot No. 18 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 18 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. BE(N)/1309 Dt. 13/12/2016. As per the said permit regularized area of Plot No. 18 is admeasuring about 152.3540 Sq. Mtrs **AND**

WHEREAS the name of the Owner is duly recorded in the records of City Survey, Nagpur Improvement Trust and Nagpur Municipal Corporation as Vendor, **AND**

THEREAFTER Vendor has applied for the clubbing of Plot No. 16 and 18 to the Nagpur Improvement Trust, and the Building Engineer of Nagpur Improvement Trust by its order bearing No. b-v-¼m½@274 Dt.26/03/2018 has clubbed plot No. 16 and 18.

WHEREAS, the Vendor later on decided to develop the said Plot No. 16 and 18 into Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartment therein, **AND**

WHEREAS Vendor / Owner having no experience and knowledge and monetary facilities available with them and therefore the entered into an Agreement of Development dated 09/05/2018 with Confirming Party is duly registered in the office of the Sub Registrar Nagpur - 2 at Serial No. 3430 on even date. By the said Agreement of Development, Vendor/Owner have entrusted the entire work of construction of the MULTI – STORIED building on the said plot to the Confirming Party hereinabove named upon several terms and conditions contained therein and the same; AND

WHEREAS accordingly, the Vendor have executed general power of attorney in respect of the said property in favour of **SHRI. SUNIL GANPATRAO KHADATKAR,** Partner of **M/S SUNRISE BUILDCON,** and the said general power of attorney is duly registered in the office of the Sub Registrar Nagpur – 2 at Serial No. 3431 on 09/05/2018; **AND**

WHEREAS by the said agreement the Vendor have further specifically agreed to execute various agreements to sell and sale deeds each relating to the undivided proportionate share and interest in the said plot of land in favor of each such individual buyer as may be nominated by the Confirming party hereto; AND

WHEREAS, Vendor through confirming Party/Promoter accordingly prepared a Plan of Multistoried building proposed to be constructed on the said Plot No. 16 and 18 and to be known and styled as **"SAI RESIDENCY"** and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide Building permit B.E.(NORTH)/Case No. 125115/ Tracking No. 20180328102/1211 Dated 13/07/2017 **AND**

WHEREAS, the Vendor / Promoter does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor/Promoter 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; **AND**

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

WHEREAS, the Vendor / Promoter has proposed to construct a Multistoried Building on the project land, consisting of Ground Floor and 4 (Four) Upper Floors. There is Covered/Open Parking Area, Staircase Area, Lift Area and Common separate Gents & Ladies Toilets on the GROUND FLOOR of the said Building. There are 4 (FOUR) Apartments each on FIRST, SECOND THIRD FLOOR. There are 3 (THREE) Apartments on FOURTH FLOOR. Thus there are in all 15 (FIFTEEN) independent and self contained separate Apartments in the said Multistoried Building and to be known and styled as **"SAI RESIDENCY"**; AND

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

WHEREAS, the Vendor / Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at …… bearing No. _____ Dated_____; *authenticated copy is attached in Annexure 'F'*; AND

WHEREAS, the Vendor / Promoter has appointed Architect N. K. GUPTA & ASSOCIATES, having his Office at 183 Waseem Arcade, Near Tukdoji Square, Nagpur – 440027 who is duly registered with the Council of Architects at CA/2015/68558; **AND**

WHEREAS, the Vendor / Promoter has also appointed the Structural Engineer S. B. MALODE & ASSOCIATES having his Office at 458 Near Medical Sq. Chandan Nagar, Nagpur 440009, NIT License No. 2791 for structural designs and drawings of the building and the Vendor / Promoter shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building; **AND**

WHEREAS, by virtue of Agreement of Development / Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof; **AND**

WHEREAS, on demand from the Purchaser(s), the Vendor / Promoter has given inspection to the Purchaser(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor / Promoter's Architects Messrs N. K. GUPTA & ASSOCIATES, having his Office at 183 Waseem Arcade, Near Tukdoji Square, Nagpur – 440027 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 there under. The Purchaser(s) has/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 / Promoter and satisfied herself/himself/themselves about the title of the Vendor / Promoter o the said Property and/or right of the Vendor / Promoter to sell the same on ownership basis. The Purchaser(s) hereby confirms that the Vendor / Promoter has produced for inspection to the Purchaser(s), all information and documents and ha/have made full and true disclosure as demanded by the Purchaser(s) and the Purchaser(s) is/are satisfied with the same and has/have no further or other information nor disclosure to be required from the Vendor / Promoter; **AND**

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card showing the nature of the title of the Vendor / Promoter 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 copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been ***annexed hereto and marked as Annexure C-1 & C-2 respectively***; AND

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

WHEREAS, the Vendor / Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act by executing a Deed of Declaration on __/__/_____ and the same is also registered at the Office of the Sub Registrar, Nagpur No. _____ in Book No. 1 at Serial No. ……../…… on even date. 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; AND

WHEREAS, the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plan; AND

WHEREAS, the Purchaser has applied to the Promoter for purchase of **Apartment No. ____** on **_____ Floor** of the said Project to be known and styled as **"……."**; AND

WHEREAS, the Carpet Area of the said Apartment is **_____ Square Meters;** Open Balcony Area is **_____ Square Meters;** Enclosed Balcony Area is **_____ Square Meters;** Built-up Area is **_____ Square Meters** and adjoining Terrace Area is **_____ Square Meters;** AND

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

Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation &Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in **FIRST SCHEDULE.**

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

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

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

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

WHEREAS, the Purchaser has agreed to pay to the Promoter the total Sale Consideration of **Rs. _____/- (Rupees _____)** only, in the manner hereinafter appearing; AND

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter /

Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Ground Floor and 4 (FOUR) Upper Floors. There is Covered/Open Parking Area, Staircase Area, Lift Area and Common separate Gents & Ladies Toilets on the GROUND FLOOR of the said Building. There are 4 (FOUR) Apartments each on FIRST, SECOND and THIRD FLOOR. There are 3 (THREE) Apartments on FOURTH FLOOR. Thus there are in all 15 (FIFTEEN) independent and self contained separate Apartments in the said Multistoried Building to be constructed by the Vendor / Promoter on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1. a i) The Purchaser(s) hereby agrees to purchase from the Vendor / Promoter and the Vendor / Promoter hereby agrees to sell to the Purchaser(s) **Apartment No. _____** on the **_____ Floor** in the Building (hereinafter referred to as "the Apartment") having Carpet Area of **_____ Square Meters;** Open Balcony Area is **_____ Square Meters;** Enclosed Balcony Area is **_____ Square Meters;** Built-up Area is **_____ Square Meters** and having adjoining Terrace Area is **_____ Square Meters** as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** for the aforesaid sale consideration which is to be paid by the Purchaser to the Developer / Promoter / Confirming Party towards the said Apartment hereinafter referred to as the **"Consideration amount"** appearing in the para manner of payment**.** The Developer / Promoter / Confirming Party specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and proportionate price of common areas & facilities which is detailed in **Schedule C**. The present Agreement shall

supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The total consideration amount/price agreed is **Rs. _____/- (Rupees _____)** Only, which the Purchaser has specifically agreed to pay to the Developer / Promoter / Confirming Party in the following manner.

i) Rs. =00 (Rupees _____) Only paid by the Purchaser to the Developer / Promoter / Confirming Party as Earnest Money in Cash / by Cheque No. _____ dated _____ drawn on _____, at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor.

ii) Rs. =00 (Rupees_____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on execution of this Agreement.

iii) Rs. =00 (Rupees _____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the Plinth of the building / wing in which the said Apartment is located.

iv) Rs. =00 (Rupees _____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

v) Rs. =00 (Rupees _____) Only ***(not exceeding 75% of the total consideration)*** agreedto be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the walls, internal

plaster, floorings doors and windows of the said Apartment.

vi) Rs. =00 (Rupees _____) Only ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vii) Rs. =00 (Rupees _____) Only ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

viii) Rs. =00 (Rupees _____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party on completion of the electrical fittings, water pumps, electromechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

ix) Rs. =00 (Rupees _____) Only agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party against and at the time of handing over of the possession of the Apartment to the Purchaser.

_____

Rs. =00 (RUPEES ---------- ONLY)

_____

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor / Promoter by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor / Promoter up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor / Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor / Promoter indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.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 / Promoter 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 Vendor / Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor / Promoter shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

1.f THAT the Vendor / Promoter shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser(s) or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser(s) 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(s) shall be void and shall not be binding upon the Vendor / Promoter.

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

1.h THAT, the Vendor / Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser(s) 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(s) 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(s) that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footingsare likely to occur. It is agreed by the Purchaser(s) that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser(s) for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor / Promoter. If there is any reduction in the Carpet Area beyond the defined limit, then the Vendor / Promoter shall refund the excess money paid by the Purchaser(s) 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(s). If there is any increase in the carpet area allotted to Purchaser(s), the Vendor / Promoter shall demand additional amount from the Purchaser(s) 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.h The Purchaser(s) do hereby authorizes the Vendor / Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name(s) as the Vendor / Promoter may in their sole discretion deem fit and the Purchaser(S) undertakes not to object/demand/direct the Vendor / Promoter to adjust her/his payments in any manner.

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

2.2 THAT, Time is essence for the Vendor / Promoter as well as the Purchaser(s). The Vendor / Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s) 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(s) shall make timely payments of the installment and other dues payable by him/her/there and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor / Promoter as provided in clause 1 (c) herein above **("Payment Plan")**.

3. The Vendor / Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and Vendor/ Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor / Promoter has disclosed the Floor Space Index as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor / Promoter only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date. In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Purchaser hereby gives specific consent to the local authorities and also to the Vendor / Promoter and has No Objection against the Vendor / Promoter to construct, amalgamate, change in building / layout plans and minor addition or alteration.

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

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

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

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

6. The Vendor / Promoter shall give possession of the Apartment to the Purchaser on or before _____ day of _____ 201____ 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 / Promoter any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor /Promoter. If the Vendor / Promoter 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 / Promoter shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor / promoter received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendor / Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

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

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

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor / Promoters to the Purchaser intimating that the said Apartment is ready for use and occupancy.

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

7.4 THAT the Vendor / Promoter does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor / Promoter 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 / Promoter.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common

areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

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

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

7.6 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Vendor / Promoter as per clause (7.1) the Purchaser shall take possession of the Apartment from the Vendor / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor / Promoter shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor / Promoter. Further

Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

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

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

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

The Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams,

walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor / Promoter and/or the Society or the Limited Company.

The Purchaser shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor / Promoter 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 / Promoter 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 / Promoter, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor /Promoter shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

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

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use. He/She/They shall use the parking space only for purpose of parking vehicle.

8.2 THAT it is understood by the Purchaser that the Vendor / Promoter shall display any type of Board, signs, banners etc. on any exterior part of building

proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor / Promoter shall not pay, nor shall the Purchaser demand any rent etc. for any signs displayed by the Vendor / Promoter.

9.1 That the Vendor / Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 which is registered at the Office of the Sub-Registrar, Nagpur No. _____, in Book No. 1 at Serial No. _____ on ___/___2018. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

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

9.4 The Vendor / Promoter shall, after execution of Sale Deeds of all the Apartments in the said Buildings/Blocks, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor /Promoter and/or the owners in the said structure of the Building or Block in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Vendor / Promoter 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 namely local taxes viz. Local Body 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. Until the Society or Limited Company is formed and the said structure of the building or wings is transferred to it, the Purchaser shall pay to the Vendor / Promoter such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor / Promoter provisional maintenance deposit amount of Rs. 50,000/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project.

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Vendor / Promoter shall not carry any interest and remain with the Vendor / Promoter until handing over the management of the said Building to the Association of Apartment Owners.

Vendor / Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in Schedule F, until Vendor / Promoter hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Vendor / Promoter is not for maintaining the project for any particular years. Vendor / Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Vendor / Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Purchasers and this maintenance fund will not be misused by the Vendor / Promoter for any other purpose. Upon formation of Society as mentioned above, the Vendor / Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective

Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser on the Vendor / Promoter on the maintenance amount. Vendor / Promoter shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:

The Vendor / Promoter hereby represent and warrants to the Purchaser as follows:

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

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

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

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

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

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor / Promoter has been and shall, at all times, remain to be in compliance

with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vii. It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor / Promoter from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor / Promoter and Purchaser. The details mentioned in Schedule C and D hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications; viii. The Vendor / Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

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

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

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

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

xiii. The Vendor / Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever,

payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

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

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

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

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

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

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

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

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls,

slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor / Promoter and/or the Association of the Apartment Owners.

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

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

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor /Promoter within fifteen days of demand by the Vendor / Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

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

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

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor / Promoter and his 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 / Promoter shall bear and pay the **25%** of regular Maintenance Charges payable for such unsold Apartments.

12. The Vendor / Promoter shall maintain a separate account in respect of sums received by the Vendor / Promoter from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor / Promoter until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

15. VENDOR / PROMOTER SHALL NOT MORTGAGE OF CREATE A CHARGE

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

16. BINDING EFFECT

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

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES

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

23. PLACE OF EXECUTION

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

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

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

NEFT/ RTGS details are as under:

i. Account Holder Name -: _____

ii. Bank Name -: _____

iii. Branch -: _____.

iv. Account Number-: _____

v. IFSC code.-: _____

vi. Account type –: _____ ACCOUNT

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

the Purchaser or the Vendor / Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:-

(1) SHRI. _____,

(2) MRS. _____,

Both Residents of _____, Tahsil – _____ and District - _____.

Notified Email ID : _____

SHRI. SUNIL S/O GANPATRAO KHADATKAR

Resident of 401 – IMPERIAL RESIDENCY -1 (SHRADDHA), Plot No. 22, Jai Durga Housing Society No.2, Near UCO Bank, Manish Nagar, Nagpur - 440015, **Partner of M/S SUNRISE BUILDCON**,

Notified Email ID : sunrisebuildcon2018@gmail.com

It shall be the duty of the Purchaser and the Vendor / Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor / Promoter or the Purchaser, as the case may be.

27. JOINT PURCHASERS:

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

28. STAMP DUTY AND REGISTRATION:

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

29. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate

Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

30. GOVERNING LAW:

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

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

FIRST SCHEDULE ABOVE REFERRED TO

Description of the Project land

All That piece and parcel of land bearing **Plot No.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter(as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur

Plot No. 16 is bounded as under:

On the East	:	9.00 Mt wide Road
On the West	:	Plot No.31 and 18
On the North	:	9.00 Mt wide Road
On the South	:	9.00 Mt wide Road

Plot No. 18 is bounded as under:

On the East	:	Plot No.16
On the West	:	Plot No.19
On the North	:	9.00 Mt wide Road
On the South	:	Plot No.31

DESCRIPTION OF THE APARTMENT

Name of Building: "SAI RESIDENCY"

Apartment No.	Floor	Carpet Area (Sq. Mtrs.)	Open Balcony (Sq. Strs.)	Enclosed Balcony (Sq. Mtrs.)	Built-up Area (Sq. Mtrs.)	Attached Terrace (Sq. Mtrs.)	Undivided Share in Land (%)

The said Apartment is bounded as under:

ON THE EAST : BY _____,

ON THE WEST : BY _____,

ON THE NORTH : BY _____,

ON THE SOUTH : BY _____.

SECOND SCHEDULE ABOVE REFERRED TO

[Description of common areas and facilities.]

a) The parcel of land described in paragraph FIRST of this Deed.

b) The Covered Parking Area on ,,,,,,,,,,,,,,, Sq. Mtrs. and uncovered Parking Facility is provided on available open land on the Ground Floor to the said Multistoried Building.

c) Common passage leading to the Stair Ways.

d) Compound wall on all 4 (FOUR) sides. 3 (THREE) Grill Gates are is provided to the said Building for ingress and egress of Apartment Owners.

e) The following facilities located throughout the building.

i) 1 (ONE) Staircase is provided to the said Building.

ii) 1 (ONE) Bore well with electric Motor and Pump.

iii) 1 (ONE) Overhead Water Tank(s).

iv) A Sump with Electric Motor and Pump.

v) Plumbing net work, throughout the building.

vi) Electric wiring network throughout the building.

vii) Necessary light and public water connections.

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

ix) 1 (One) Lift having capacity of 6 (Six) passengers.

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

THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION:

STRUCTURE	-	RCC Frame structure for entire building.
WALL	-	Outer wall 6 inch & Inner wall 4 inch thick.
PLASTER	-	Smooth funty finish plaster.
FLOORING	-	Ivory base vitrified tiles (2 x 2) in all rooms and balconies.
DOORS	-	Main Door – T.W. Door frame with T.W. panels multi lock sheet safety door / Bajaj Door with safety Lock Other Doors – Cement frame wit flushed door panels for all rooms & toilets.
WINDOW	-	Aluminum Powder coated window's with tinted glass & M.S. Grill.
KITCHEN	-	Granite otta with steel sink & glazed tiles up to lintel level.
BATHROOM / TOILET	-	Dado glazed tiles up to 7' feet
ELECTRIFICATION	-	Required electric point to all rooms and TV & telephone Point in drawing room.
PAINT	-	Interior with paint 2 coats of putting & exterior with weatherproof cement base paint.
PLUMBING / SANITARY	-	CPVC Pipes and Quality fitting.

IN WITNESS WHEREOF the VENDOR, PROMOTER and the PURCHASER(S) Hereinabove named have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

1	**SHRI MADHUSUDAN RAMSEVAK TIWARI Through his Power of Attorney Holder SHRI SUNIL GANPATRAO KHADATKAR (VENDOR/OWNER)**		
2	**(PURCHASER)**		
3	**M/S SUNRISE BUILDCON Through its Partners SHRI SUNIL GANPATRAO KHADATKAR (CONFIRMING PARTY)**		

WITNESSES

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