

and remain with the **VENDOR** until handing over the management of the said Building to the Association of Apartment Owners.

10. Representations and Warranties of the VENDOR

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

- i. The **VENDOR/CONFIRMING PARTY** has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The **VENDOR/CONFIRMING PARTY** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the **VENDOR/CONFIRMING PARTY** has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/Wing and common areas.
- vi. The **VENDOR/CONFIRMING PARTY** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **PURCHASERS** created herein, may prejudicially be affected;
- vii. The **VENDOR/CONFIRMING PARTY** has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of **PURCHASERS** under this Agreement;
- viii. The **VENDOR/CONFIRMING PARTY** is not restricted in any manner whatsoever from selling the said Apartment to the **PURCHASERS** in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the **PURCHASERS**, the **VENDOR/CONFIRMING PARTY** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- xi. The **VENDOR/CONFIRMING PARTY** has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

11. The **PURCHASERS** themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the **VENDOR/CONFIRMING PARTY** 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 **PURCHASERS** hereby specifically agrees with the **VENDOR/CONFIRMING PARTY** that even after taking over the actual possession of the Apartment chosen by **PURCHASERS**, the **PURCHASERS** will not object or prevent or obstruct the **VENDOR/CONFIRMING PARTY** in any way in carrying on the 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 of 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 structural of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **PURCHASERS** in this behalf, the **PURCHASER** shall be liable for consequences of the breach.
- iv. To carry out at their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state and order in which it was deliver by the **VENDOR/CONFIRMING PARTY** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **PURCHASERS** committing any act in contravention of the above provision, the **PURCHASERS** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any

other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Apartment without the prior written permission of the **VENDOR** or the Association of the Apartment Owners.

- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The **PURCHASERS** shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the **VENDOR/CONFIRMING PARTY** within fifteen days of demand by the **VENDOR/CONFIRMING PARTY**, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the **PURCHASERS** for any purposes other than for purpose for which it is sold.
- x. The **PURCHASERS** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the **PURCHASERS** to the **VENDOR/CONFIRMING PARTY** under this Agreement are fully paid up.
- xi. The **PURCHASERS** shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **PURCHASERS** shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and used of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of the said building maintenance to the Association of Apartment owners, the **PURCHASER** shall permit the **VENDOR/CONFIRMING PARTY** and its Surveyors and Agent, with or without workman 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 come of the Apartments in the said Project remains unsold, even after completion of the same, then the **VENDOR/CONFIRMING PARTY** shall bear and pay the ____% of regular Maintenance Charges payable for such unsold Apartments.

12. The **VENDOR/CONFIRMING PARTY** shall maintain a separate account in respect of sums received by the **VENDOR/CONFIRMING PARTY** from the **PURCHASERS** as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The **PURCHASERS** shall have no claim save and except in respect of the Apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **VENDOR/CONFIRMING PARTY** until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.
14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the **PURCHASERS**, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.
15. After the **VENDOR/CONFIRMING PARTY** executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **PURCHASERS** who have taken or agreed to take such Apartment.
16. **Binding Effect** : Forwarding this Agreement to the **PURCHASERS** by the **VENDOR/CONFIRMING PARTY** does not create a binding obligation on the part of the **VENDOR/CONFIRMING PARTY** or the **PURCHASERS** until, firstly, the **PURCHASERS** sign and deliver this Agreement with the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the **PURCHASERS** and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **VENDOR/CONFIRMING PARTY**. If the **PURCHASERS** fail to execute and deliver to the **VENDOR/CONFIRMING PARTY** this Agreement within 30(thirty) days from the date of its receipt by the **PURCHASERS** and/or appear before the Sub-Registrar for its registration as and when intimated by the **VENDOR/CONFIRMING PARTY**, then the **VENDOR/CONFIRMING PARTY** shall serve a notice to the **PURCHASERS** for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the **PURCHASERS**, application of the **PURCHASERS** shall be treated as

cancelled and all sums deposited by the PURCHASERS in connection therewith including the booking amount shall be returned to the PURCHASERS without any interest or compensation whatsoever.

17. **Entire Agreement** : This Agreement, alongwith 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 the PURCHASERS/ subsequent PURCHASERS** : It is clearly understood and so agreed by and between the parties hereto that all the provision contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent PURCHASER of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. **Severability** : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. **Method of Calculation of Proportionate share wherever referred to in the Agreement** : Wherever in this Agreement it is stipulated that the PURCHASERS have to make any payment, in common with other PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

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

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

24. The **PURCHASERS** and/or **VENDOR/CONFIRMING PARTY** shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the **VENDOR/CONFIRMING PARTY** will attend such Office and admit execution thereof.

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

Name : (**VENDOR**)

Address :

Email ID :

Name : (**PURCHASERS**)

Address :

Email ID :

It shall be the duty of the **PURCHASER/s** and the **VENDOR/CONFIRMING PARTY** to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post failing which all communication and letters posted at the above address shall be deemed to have been received by the **VENDOR/CONFIRMING PARTY** or the **PURCHASERS**, as the case may be.

26. **Joint PURCHASERS :** In case there are Joint **PURCHASERS** all communications shall be sent by the **VENDOR/CONFIRMING PARTY** to the **PURCHASERS** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **PURCHASERS**.

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

28. **Dispute Resolution** : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

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

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED ____ PERCENT share and interest in ALL THOSE Pieces and Parcel of land bearing amalgamated Plot No. 26 and 27 out of Guruchaya Gruhnirman Sahakari Sanstha Ltd., Nagpur containing by total admeasuring 510.844 Sq.Mtrs. (i.e. $278.58 + 232.25 = 510.844$ Sq.Mtrs.), being a portion of entire land bearing Khasara No. 93/1, 93/2 of Mauza-Somalwada, City Survey No. 585, Sheet No. 725, situated at Manish Nagar in Ward No. 15, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur within the limits of Nagpur Municipal Corporation, Ward No. 15 in Tahsil and District – NAGPUR, and said Plot is bounded as under :

ON THE EAST	-	Plot No. 25
ON THE WEST	-	Plot No. 28
ON THE NORTH	-	Road
ON THE SOUTH	-	Other Layout

SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

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

IN WITNESS WHEREOF the parties above named have after reading and understanding the Terms and Conditions as enumerated above and admitting them to true and correct and binding on them and any one claiming through or under them have signed this Agreement for Sale, in the presences of witnesses signing below on this ____ day of December 2017 at Nagpur.

Drafted by : Adv. Vijay S. Girhe
As per the instructions of the parties.

WITNESSES

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

**SHRI. SANJU ALIAS SANJEEV S/O
JAGANNATH DHOTE
THROUGH P.O.A.
M/S. YOGESHWAR BUILDERS AND
DEVELOPERS through its Sole Proprietor**

**SHRI. SATISH AJABRAO WANKHEDE
(VENDOR)**

Sign _____

(PURCHASERS)

Sign _____

**M/S. YOGESHWAR BUILDERS AND
DEVELOPERS THROUGH ITS SOLE PROPRIETOR**

**SHRI. SATISH AJABRAO WANKHEDE
(CONFIRMING PARTY)**

SPECIFICATION OF "DATTA KRUPA APARTMENT"

The Vendor/Confirming Party shall provide specification of construction of building as under :-

Door :	Main door as flush door with 3.5 ft. width and internal door with R.C.C. frame.
Window :	Aluminum sliding window with M.S. Grill.
Flooring :	Vetrified flooring in all rooms with available brands.
POP :	POP in hall
Electrification :	Concealed electric fitting in all rooms with available brands.
Painting :	Internal : Wall putty with O.B.D. External : Waterproof distemper
Toilet :	Flooring with vetrified tiles of available brands.
Kitchen :	Granite kitchen Otta with stainless steel sink upto 4 ft. height.
Plumbing :	24 hours water supply through C.P.V.C. Pipe and taps with available brands.
Lift :	A passenger lift with power back-up.
Parking :	Common parking to all apartment owners.