Stamp Duty – _____/-

AGREEMENT TO SELL

(APARTMENT)

(ANGEL'S PARAMOUNT)

VALUED AT Rs. _____/-

(Rupees _____ only)

Value as per Ready Reckoner Rs. _____/-

Mouza – Besa (@ 33,450/- Per/Sq.Mtr.)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____ Day of _____, 2019, BETWEEN:

M/s RUDRA REAL ESTATE, A Partnership firm, duly registered under the Partnership Act, having its registration No. 2186/NGP, and registered office at 52, west High Court Road, Laxminagar, Nagpur, through its Partner **1) SHRI DHANANJAY VASANT SAKHARKAR,** Aged 55 Yrs, Occupation – Business, R/o 52, west High Court Road, Laxminagar, Nagpur, **2) SHRI SATISH S/o MANOHARSINGH BAIS, Aged 56 Yrs,** Occupation – Business, R/o Plot No. 210, N.I.T Layout, Trimurti Nagar, Nagpur – 440022 through **Power of Attorney Holder ACECON VENTURES PAN – ABDFA7779G**, A Partnership Firm having its Office at 102, Goverdhan Complex, Manish Nagar, Nagpur – 440034 represented through its Partners **1) SHRI PREM S/o TOPANDAS JHAMNANI**, Aged about 40 yrs, Occupation – Business, R/o 228, Tulsi Nagar, Nagpur, **PAN – AHEPJ9274G,** Adhar No. _____ **2) SMT JANVI W/o PREM JHAMNANI**, Aged about 38 - Yrs, Occupation – Business, R/o 228, Tulsi Nagar, Nagpur **PAN – AHVPJ5323M**, Adhar No. 293639397108, hereinafter both jointly called the **VENDORS,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDORS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

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

WHEREAS Originally the below mentioned property belonged to the Shri. Harish Bajirao Borkar who had Purchased the same from Shri Mahadeo Pisaram Meshram, by Sale Deed Dated 27/06/1970, which is duly registered in the Office of the Sub-Registrar, Nagpur in Book No.1 at Sr No. 3056 on even date.

WHEREAS the aforesaid Shri. Harish Bajirao Borkar lateron decided to develop the aforesaid property comprising Kh No. 25 into a Residential Estate by carving out various Plots of different sizes therein.

WHEREAS accordingly by an Agreement of Development dated 18/03/2004 he has entrusted the entire work of development of the said property comprising 2.00 Acres out of Kh No. 25 (Northern side) of Mouza- Besa to Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia, upon the several terms and conditions contained therein.

WHEREAS the said Shri. Harish Bajirao Borkar has also executed an Irrevocable General Power of Attorney in respect of the aforesaid property in favour of Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia on 18/03/2004 and the same is also duly registered at the Office of the sub-Registrar, Nagpur Rural, in Book No. 4 at Sr. No. 1716 on even date.

WHEREAS the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f 17/02/1976 the said Shri. Harish Bajirao Borkar through his Power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia had filed a Statement/Return Under Section 6(i) of the said Act before the Additional Collector AND Competent Authority, U.L.C., Nagpur and on completion of his enquiry, the said authority vide its Order passed in ULC Case No. 195/2005 Dated 01/09/2005 declared 1500 Sq. Mtrs. of land out of the aforesaid Kh No. 25 of Mouza BESA as a Retainable land and the remaining land of 6600 Sq. Mtrs as a Surplus vacant land within the meaning of the said Act.

WHEREAS the said Shri. Harish Bajirao Borkar through his power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishankumar Karia lateron applied for exemption to the aforesaid surplus vacant land containing by admeasurements 6600 Sq. Mtrs.

WHEREAS considering the application of the said Shri. Harish Bajirao Borkar through his Power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia, the Government of Maharashtra through Competent Authority, (U.LC), Nagpur vide his order Dated 30/09/2005 passed in case No. ATP/ULC/TD(563)/Besa /2005/241 exempted the said surplus vacant land Under section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of

1976) for providing Plots and/or Construction of Tenements thereon in accordance with the Special Dispensation issued by The Government Resolution, Housing and Special Assistance Department, Mantralaya, Mumbai in Resolution No. CSC/ULC/1091/5(3977)D-III Dated 15/01/1992 upon the several terms and conditions contained therein.

WHEREAS the aforesaid entire land bearing Kh No. 25 of Mouza - Besa is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his order Dated 02/02/2005 passed in Revenue Case No. 335/NAP-34/2005-2006.

WHEREAS the aforesaid Shri. Harish Bajirao Borkar through his power of Attorney Holder Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia prepared a plan of the layout for the said Kh No. 25 consisting of various plots of different sizes therein and the said layout is duly sanctioned and approved by the Asst. Director, Town Planning, Nagpur vide Permit No. Akrushi/Mouza-Besa/S.N. 25/Sasanag/1499 Dated 22/03/2007.

WHEREAS the aforesaid Shri. Harish Bajirao Borkar alongwith Shri. Nitin Bhavarilal Chhajed and Shri. Nilesh Krishnakumar Karia lateron transferred All that piece and parcel of Retainable Land bearing **Plot no. R-1 out of the sanctioned layout containing** admeasuring about 1499.9996 Sq.Mtr. (i.e 16145.995 Sq.ft) being a portion of the entire land bearing Kh. No. 25, of **MOUZA – BESA,** P.S.K. No. 25, Tahsil and District – Nagpur in favour of **M/s RUDRA REAL ESTATE** through its Partner **1. SHRI DHANANJAY VASANT SAKHARKAR, 2. SHRI SATISH S/o MANOHARSINGH BAIS** by Sale Deed dated 28/03/2007 at Sr. No. 1364/2007 before the Sub-registrar No. 10, Nagpur.

WHEREAS the said Plot No. R-1 is released by the Assistant Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Letter No. AE-(M-1)/1059/Metro dated 17/05/2016. As per Release Letter the area of Plot No. R-1 is 1499.9996 Sq. Mtrs.

WHEREAS M/s RUDRA REAL ESTATE through its Partners **1. SHRI DHANANJAY VASANT SAKHARKAR, 2. SHRI SATISH S/o MANOHARSINGH BAIS** lateron decided to develop the said plot of land into a Residential Estate by constructing a flat scheme thereon. And accordingly by an Agreement To Development dated 06/01/2018 at Sr. No. 100/2018 before the Sub-registrar No. 7, Nagpur they have entrusted the entire work of Development of the said land to **ACECON VENTURES**, A Partnership Firm represented through its Partners 1) Shri. Prem Jhamnani 2) Shri. Pawan Hemchand Sangani, 3. Shri. Jay Kishor Bhimjayani 4. Shri. Tarpit Padmakar Mahajan upon several terms and conditions contained therein. Also the said Owners had appointed ACECON VENTURES as their Power of Attorney Holder dated 06/01/2018 at Sr. No. 101/2018 before the Sub-registrar No. 7, Nagpur. However by virtue of Deed of reconstitution of Partnership (Admission and Retirement) dated 30/12/2018 the aforesaid Acecon Ventures has only 2 Partners i.e Shri Prem Topandas Jhamnani and Smt Janvi Prem Jhamnani and all other partners have retired from the Firm.

WHEREAS by the same Agreements the Vendors 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/Piece of Project land in favour of each such individual prospective buyer(s) as may be nominated by the Developer/ Promoter hereto; AND

WHEREAS, the Developer/ Promoter has proposed to construct on the project land 1 (ONE) Building, having Basement-I and Basement-II for Parking, 32 ALL FLOOR. There are 6 (Six) Apartments each on the FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR and there are 2 (TWO) Apartment on SIXTH FLOOR. Thus There are in all 32 (THIRTY TWO) independent and self contained separate Apartments in the said Building; AND

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

WHEREAS, the Developer/ Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; ***authenticated copy is attached in Annexure 'F'***;

WHEREAS, the Vendor has appointed Architect _____, having its office at _____, who is duly registered with the Council of Architects at CA / _____;

WHEREAS, the Vendor has also appointed the Structural Engineer _____ having their office at _____, for structural designs and drawings of the building/s and the Vendor shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

WHEREAS, the Vendor has also appointed plumbing engineer _____ having address at _____, to design the water treatment, storage and pipeline infrastructure for the Project;

WHEREAS, the Vendor has also appointed electrical engineer _____, having address at _____, to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.;

WHEREAS, the Vendor has also appointed landscape architect _____ having their office at _____, to design the various landscaping features such as plantation, amenities, entrance gate etc.;

WHEREAS, the Vendor and the Developer/ Promoter has sole and exclusive right to sell the Shops/Apartments in the said building/s to be constructed on the Project Land and to enter into Shops/Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Developer/ Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans,

designs and specifications prepared by the Developer/ Promoter/ Confirming Party's Architects Mrs. Anjali Kadam and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser has, 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 Developer/ Promoter and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendors to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors;

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

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D;***

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/ Promoterwhile developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the Vendors / Developer/ Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 520/2019 on 22/01/2019. 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;

WHEREAS, the Developer/ Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the Developer/ Promoter for purchase of **Shop/Apartment No.** _____ **on** _____ **Floor** being constructed of the said Project;

WHEREAS, the carpet area of the said Shop/Apartment is _____ **square meters Open** Balcony area is _____ **square meters;**

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 **SCHEDULE – "B".**

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 **SCHEDULE – "B".**

Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, 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;

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

WHEREAS, the Developer/ Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide no. _____;

WHEREAS, under section 13 of the said Act the Developer/ Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser for the sale in respect of the said apartment and therefore, Developer/ Promoter 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.

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

NOW THEREFORE, 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 on the said Project Land having 1 (ONE) Building, having Basement-I and Basement-II for Parking. There are 6 (Six) Apartments each on the FIRST, SECOND, THIRD, FOURTH and FIFTH FLOOR and there are 2 (TWO) Apartment on SIXTH FLOOR. Thus There are in all 32 (THIRTY TWO) independent and self contained separate Apartments in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Developer/ Promoter and the Developer/ Promoter hereby agrees to sell to the Purchaser **Apartment No. _____ on _____ Floor having carpet area admeasuring _____ Sq. Meters,** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. _____/- (Rupees _____ Only).** After due discussions, diligence and negotiations between the Vendors and the Purchaser, the Purchaser hereby agrees to purchase from the Vendors and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs. _____/- (Rupees _____ Only)** to be paid by the Purchaser to the Developer/ Promoter towards the said Apartment hereinafter referred to as the **"Consideration amount".** The Developer/ Promoter specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, 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 Purchaser has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ Only)** as advance payment or Application Fee and hereby agrees to pay to the Developer/ Promoterthe balance amount of **Rs _____/- (Rupees _____ Only)** in the following manner:-

SCHEDULE – "E"

i) Rs. _____/- (Rupees _____) Only paid by the Purchaser to the Developer/ Promoter by Cash/Cheque Dated __/__/2019 on Booking.

ii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on execution of this Agreement.

iii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Plinth not exceeding 45% of total consideration.

iv) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of First Floor Slab.

v) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Second Floor Slab.

vi) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Third Floor Slab.

vii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Fourth Floor Slab.

viii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Fifth Floor Slab.

ix) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoteron completion of Sixth Floor Slab.

x) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of Seventh Floor Slab. Completing of all slab and stilts of the Building and not exceeding 70% of total consideration.

xi) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

xii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of

the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

xiii) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter 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.

xiv) Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, 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.

xv) Rs _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Developer/ Promoter against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. _____/- (Rupees _____ Only)

1. c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ 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 Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer/ Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ 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 GST 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 Developer/ 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 Developer/ Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/ 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, which shall only be applicable on subsequent payments.

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

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

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

1.i The Purchaser do hereby authorizes the Vendors to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as

the Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust her/his payments in any manner.

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

3. The Developer/ Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2291.32 Square Meters only and Developer/ Promoter has planned to utilize Floor Space Index of 3319.10 Sq. Mtrs. 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 Developer/ Promoter has disclosed the Floor Space Index of 1374.00 Sq. Mtrs. 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 Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/ Promoter only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

4.1 If the Developer/ Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer/ 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 Developer/ Promoter/ Confirming Party, 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 Developer/ Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer/ Promoter/ Confirming Party.

4.2 Without prejudice to the right of the Developer/ 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 Developer/ 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 Developer/ Promoter within a period of 15 days, then the Developer/ Promoter shall be entitled to terminate this Agreement and deduct upto 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 Developer/ Promoter is not responsible to refund any taxes and duties such as 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 Developer/ Promoter/ Confirming Party, then the Developer/ 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 Developer/ Promoter is not responsible to refund any taxes and duties such as 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 Developer/ Promoter in the said building and the Apartment as are set out in **Schedule - 'D',** ***annexed hereto***.

6. The Developer/ Promoter shall give possession of the Apartment to the Purchaser on or before 31ST day of DECEMBER 2020 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 Developer/ 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 Developer/ Promoter/ Confirming Party. If the Developer/ 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 Developer/ 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 Developer/ Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Developer/ 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 GST, etc. are paid by the Purchaser in full to the Developer/ Promoter hereto.

Provided further that the Developer/ 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 Developer/ Promoter completes 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 Developer/ 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 Developer/ Promoter shall give possession of the said Apartment to the Purchaser. The Developer/ 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 Developer/ Promoter/ Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/ 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 Developer/ Promoter 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 Vendors else Purchaser shall be treated as a trespasser.

7.4 THAT the Developer/ 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 Developer/ 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 Developer/ Promoter/ Confirming Party.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the 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 Developer/ 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 Developer/ 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 Developer/ 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 Developer/ Promoter and their 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 Developer/ Promoter as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ 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 Developer/ Promoter/ Confirming Party. 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 neighbours 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 Developer/ 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 Developer/ 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 Developer/ 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 Developer/ Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer/ Promoter/ Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer/ 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 effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

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 shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Developer/ 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 Developer/ Promoter shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Developer/ Promoter.

9.1 That the Vendors/Developer/ Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur-7 at Sr. No. 520 on 22-01-2019. 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 thereunder.

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

9.5 Within 15 days after notice in writing is given by the Developer/ 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/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the

Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendors 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 Developer/ Promoter provisional maintenance amount of Rs. 2,500/- Per Month 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 Developer/ Promoter shall not carry any interest and remain with the Developer/ Promoter until handing over the management of the said Building to the Association of Apartment Owners.

Vendor/Developer/ 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/ Developer/ 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 is not for maintaining the project for any particular years. Developer/ Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Developer/ 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 Developer/ Promoter for any other purpose. Upon formation of Society as mentioned above, the Developer/ 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 Developer/ Promoter on the maintenance amount. Developer/ 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 VENDORS/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY:

The Vendors/ Developer/ Promoter hereby represents and warrants to the Purchaser as follows:

i. The Vendors have 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 Vendors have 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 Vendors/Developer/ Promoter shall have every right to change and appoint any new consultant as per their 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 Vendors/ Developer/ 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 Vendors' 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 Vendors' and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. The Vendors/ Developer/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

ix. The Vendors and/or Vendors/Developer/ 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 Vendors/ Developer/ Promoter confirms that the Vendors are 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 Vendors/ Developer/ Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xiii. The Vendors/ Developer/ 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 Vendors and/or the Vendors 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 Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendors/ Developer/ 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 sanctioning authority/ Vendors 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 Vendors/ Developer/ 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 Vendors 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 Vendors/ Developer/ 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 Vendors/ Developer/ 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 Vendors/ Developer/ 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 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/ Developer/ Promoter within fifteen days of demand by the Vendor/ Developer/ Promoter/ 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 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/ Developer/ 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/ Developer/ Promoter/ Confirming Party.

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 Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer/ Promoter shall bear and pay the @ Rs. _____/- Per Month of regular Maintenance Charges payable for such unsold Apartments.

12. The Vendor/ Developer/ Promoter shall maintain a separate account in respect of sums received by the Vendor/ Developer/ 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/ Developer/ 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. After the Vendor/ Developer/ 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/ Developer/ Promoter does not create a binding obligation on the part of the Vendor/ Developer/ 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 Developer/ Promoter/ Confirming Party. If the Purchaser(s) fails to execute and deliver to the Vendor/ Developer/ 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, then the Vendor 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 annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES: All the 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 Developer/ Promoter through its authorized signatory at the Vendor's/ Developer/ Promoter Office, or at some other place, which may be mutually agreed between the Vendor/ Developer/ Promoter and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor/ Developer/ 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/ Developer/ 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/ Developer/ Promoter will attend such Office and admit execution thereof.

25. Developer/ Promoters pacifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of **ACECON VENTURES** or by electronic mode of transfer.
NEFT/ RTGS details are as under:

i. Account Holder Name **ACECON VENTURES**

ii. Bank Name -: _____,
iii. Branch -: _____
iv. Account Number -: _____
v. IFSC code.-: _____
vi. Account type – _____

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

_____ **Name of Purchaser**
R/o _____, **(Purchaser's Address)**

Notified Email ID: _____

ACECON VENTURES
(Name of Developer)
at 102, Goverdhan Complex, Manish Nagar, Nagpur – 440034
(Address of Developer)
Notified Email ID: _____

It shall be the duty of the Purchaser and the Vendor/ Developer/ 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/ Developer/ 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/ Developer/ 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, thereunder.

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.

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

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

All that piece and parcel of Retainable Land bearing **Plot no. R-1 out of the sanctioned layout containing** admeasuring about 1499.9996 Sq.Mtr. (i.e 16145.995 Sq.ft) being a portion of the entire land bearing, at Kh. No. 25, of **MOUZA – BESA,** P.S.K. No. 25, Tahsil and District – Nagpur and bounded as under :-

On the East	…	12.00 Mtrs Wide Road
On the West	...	Plot No. 5 to 8
On the North	...	7.50 Mtrs Wide Road
On the South	…	Southern Portion of 1 Acre Land of Kh No. 25

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building: "ANGELS PARAMOUNT "

Shop/ Apartment No.	Floor	Carpet Area Sq. Mtrs.	Open Balcony Sq. Mtrs.	Undivided Share in Land (%)
_____	_____	_____	_____	_____

The said Apartment is bounded as under:

ON THE EAST : _____

ON THE WEST : _____

ON THE NORTH : _____

ON THE SOUTH : _____

SCHEDULE – "C" ABOVE REFERRED TO

[Description of common areas and facilities]

a) Covered Parking and uncovered Parking facility is provided on the said plot of land.

b) Common passage leading to the Stair Ways.

c) Compound wall on all Four sides 2 (TWO) Grill Gates are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities located throughout the building.

i) 2 (TWO) Staircase/s are provided to the said Building.

ii) A Sump with Electric Motor and Pump.

iii) A Bore Well with Electric Motor and Pump.

iv) Plumbing net work, throughout the building.

v) Electric wiring network throughout the building.

vi) Necessary light and public water connections.

vii) 2 (TWO) Overhead Water Tank/s with Compartment.

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

ix) 1(ONE) Lift with Back-up Arrangement having 6 persons capacity.

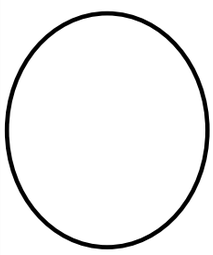
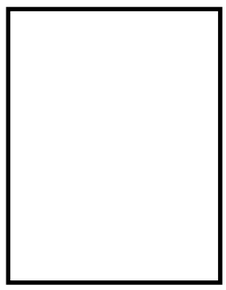
x) AND in general all apparatus and installations existing for common use.

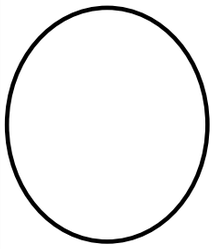
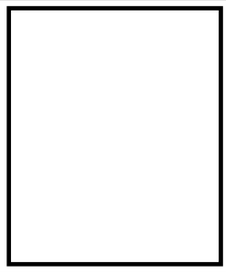
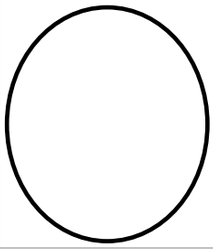
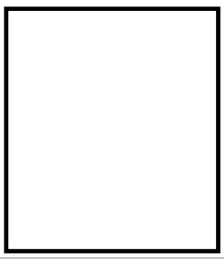
SCHEDULE – "D" ABOVE REFERRED TO

(Authenticated copies of the Floor plans)

IN WITNESS WHEREOF the said Vendor, Purchaser & Developer hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL in the presence of attesting witnesses signing as such on the day, first above written.

Drafted by: Adv. Ram Joshi

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**M/s RUDRA REAL ESTATE** through its Partner **DHANANJAY VASANT SAKHARKAR** **SATISH S/o MANOHARSINGH BAIS** through Power of Attorney Holder **ACECON VENTURES** through its Partners **SHRI PREM TOPANDAS JHAMNANI**

02			**SMT JANVI W/o PREM JHAMNANI** **VENDORS**
03			_____ **PURCHASER**

WITNESSES :

(1) _____

(2) _____

