

AGREEMENT TO SELL

Purchase Value/Valued at Rs. _____/-

Market Value as per A.S.R. Rs. _____/-

Mouza: GODHNI (Railway), Khasra No. 111/1/7, P. H. No. 12, Tahsil: Nagpur (Gramin), District: Nagpur, Division No. 15.1, Rate Rs. 25,250/- per Sqr. Mt.

Deed of Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 is registered at Sr. No. _____/2018 on _____ with Sub Registrar Nagpur Gramin No. ____.

THIS AGREEMENT TO SELL OF RESIDENTIAL APARTMENT is made and executed at Nagpur on this _____ day of April, 2018.

BETWEEN

M/s. CONCEPT INFRASTRUCTURES (PAN: AAMFC5962F), having its Offices at Unit No. 204, 2nd Floor, J.P. Chambers, Ambardekar Sankul, SA Road, Madhav Nagar, Nagpur-440022 and at Shop No. 2, Gitai Complex, Zingabai Takli, Near Bus Stop, Nagpur-440013 acting through its **PARTNERS (1) SHRI AJINKYA S/o SHIRISH RAMAPURE**, aged about 26 years, Occupation: Business, R/o Plot No. 80, Prarthana Building, Gandhi Nagar, Nagpur-440010, **(2) SHRI ABHAY S/o MANIKRAO KHAMBALKAR**, aged about 41 years, Occupation: Business, R/o Plot No. 1, Geeta Nagar, Zingabai Takli, Nagpur-440030, **(3) SHRI SUMIT S/o SHIVAJI DANDE**, aged about 43 years, Occupation: Business, R/o Plot No. 74, Geeta Nagar, Zingabai Takli, Nagpur-440030 and **(4) SHRI MURLIDHAR S/o PURUSHOTTAM AMDHARE**, aged about 43 years, Occupation: Business, R/o Plot No. 143, M B Town, Bandhu Nagar, Zingabai Takli, Nagpur-440030 hereinafter called as the **VENDOR** or **PARTY No. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendor/Partnership Firm as well as its Partners, their respective heirs, successors, legal representative, administrators, executors, and assigns etc.) the Party of the FIRST PART,

AND

_____, (PAN: _____), aged about _____ years, Occupation: _____, R/o _____ hereinafter called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchaser as well as his heirs, successors, legal representatives, executors, administrators and assigns etc.) the party of the SECOND PART,

WHEREAS, the Vendors owns and possesses ALL THAT piece and parcel of land bearing Residential Plot No. 7 admeasuring 1004.28 Sqr. Mtrs. [Dimensions $\frac{1}{2}$ (38.00 + 37.00) x 27.00 = 1012.50 (-) Deduction for Tangent 8.22] in the sanctioned layout bearing Khasra No. 111/1, Mouza: Godhni (Rly), P.H. No. 12, Plot bearing Khasra No. 111/1/7, situated at Godhni Railway, within the limits of Grampanchayat Godhni (Rly) in Tahsil Nagpur (Rural) and District: Nagpur,

AND WHEREAS, ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 111 admeasuring 2.11 HR, P.H. No. 12, Mouza: Godhni (Railway), Tahsil: Nagpur (Gramin) and District: Nagpur originally belonged to Shri Vitthal Lahanuji Kolte as per Revenue Records,

AND WHEREAS, said Shri Vitthal Lahanuji Kolte lateron transferred the abovesaid Agricultural Land bearing Khasra No. 111 admeasuring 2.11 HR jointly to (1) Shri Dhanraj S/o Vishram Raut and (2) Shri Digambar S/o Vishram Raut vide Sale Deed dated 22-03-1976,

AND WHEREAS, out of abovesaid joint owners Shri Dhanraj Vishram Raut died intestate at Nagpur on 20-01-1995 leaving behind him, his wife Smt. Kamlabai, two Sons namely Shri Ashok and Shri Bhimrao and four married daughters namely (1) Sau. Niranjana Yashwantrao Bhelkar, (2) Sou. Ranjana Ashokrao Shrikhande, (3) Sou. Rekha Shridhar Shrikhande and (4) Sou. Sangita Sunil Nawade @ Ku. Sangita D/o Dhanraj Raut, to succeed to his undivided share and interest in the abovesaid property by way of intestate succession,

AND WHEREAS, out of abovesaid legal heirs of Late Shri Dhanraj Vishram Raut, his wife Smt. Kamlabai and four married daughters namely (1) Sau. Niranjana Yashwantrao Bhelkar, (2) Sou. Ranjana Ashokrao Shrikhande, (3) Sou. Rekha Shridhar Shrikhande and (4) Sou. Sangita Sunil Nawade @ Ku. Sangita D/o Dhanraj Raut jointly relinquished their right, title, undivided share and interest in the abovesaid property in favour of (1) Shri Bhimrao S/o Dhanraj Raut and (2) Shri Ashok S/o Dhanraj Raut vide Relinquishment Deed dated 19-11-2008 registered at Sr. No. 6106/2008 on 19-11-2008 with Sub Registrar Nagpur Gramin No. 10,

AND WHEREAS, by virtue of abovesaid Deed of Relinquishment (1) Shri Bhimrao S/o Dhanraj Raut and (2) Shri Ashok S/o Dhanraj Raut have become joint owners of 50 % undivided share and interest in abovesaid Agricultural land bearing Khasra No. 111 each having 25 % undivided share and interest therein,

AND WHEREAS, out of the abovesaid joint owners (1) Shri Digambar Vishram Raut transferred his 25 % undivided share and interest in the abovesaid Agricultural land and Shri Ashok S/o Dhanraj Raut transferred his entire 25 % undivided share and interest in abovesaid agricultural land bearing Khasra No. 111/1 admeasuring 1.055 HR to the Vendor hereinabove named M/s. Madhura Developers and Builders through

Proprietor Shri Shekhar Gajanan Pusadkar vide Sale Deed dated 07-12-2009 registered at Sr. No. 8371/2009 on 07-12-2009 with Sub Registrar Nagpur Gramin No. 7 and Correction Deed to Sale Deed dated 15-03-2011 registered at Sr. No. 2043/2011 on 15-03-2011 with Sub Registrar Nagpur Gramin No. 7 and the co-owner Shri Bhimrao Dhanraj Raut also consented to this deal as a Consensor,

AND WHEREAS, the Layout Plan consisting of various Plots of different sizes therein bearing Khasra No. 111/1, Mouza: Godhani (Railway), Tahsil: Nagpur (Rural), District: Nagpur is approved by the Assistant Director, Town Planning Department, Nagpur vide his Letter No. Sasanag/3540 dated 07-09-2010,

AND WHEREAS, the abovesaid Agriculture Land admeasuring 1.055 HR / 10550 Sqr. Mtrs. bearing Khasra No. 111/1, Mouza: Godhni (Railway), Tahsil: Nagpur (Rural), District: Nagpur is converted to Non-Agriculture (Residential Use) by the Collector, Nagpur vide his Order No. Prastut/Zilladhikari/Kavi-1790/2010 in Revenue Case No. Ra. Ma. Kra. 93/NAP-34/2010-11 dated 05-10-2010,

AND WHEREAS, the Executive Engineer (North), Nagpur Improvement Trust, Nagpur has released the abovesaid Plot No. 7 vide Release Letter No. E.E.(North)/305 dated 31-01-2017,

AND WHEREAS, the Vendors have purchased the abovesaid Plot No. 7 admeasuring 1004.28 Sqr. Mtrs. from M/s. Madhura Developers & Builders, Nagpur vide Sale Deed dated 17-10-2017 registered at Sr. No. 8512/2017 in Book No. 1 on 17-10-2017 with Sub Registrar Nagpur Gramin No. 7,

AND WHEREAS, the name of Vendors is mutated in Revenue Records as per 7/12 Extract and in Grampanchayat Godhni (Railway) Records,

AND WHEREAS, the Vendors have decided to develop the aforesaid Plot No. 7 into a RESIDENTIAL cum COMMERCIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein,

AND WHEREAS, the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur has sanctioned Building Plan for construction of Multistory Building on the abovesaid Plot vide Building Permit No. BE (NMRDA)/South/Nagpur(Rural)/Case No. MB-12018010140/2018010119/115 dated 12-04-2018,

AND WHEREAS, the Vendors have executed a Deed of Declaration under Section 2 of Maharashtra Apartment Ownership Act, 1970 registered at Sr. No. ____/2018 on _____ with Sub-Registrar Nagpur Gramin No. ____,

AND WHEREAS, the Vendors have floated a Scheme for construction of Multistory Building on the abovesaid plot and the said building is named and titled as **"VINAYAK APARTMENTS",**

AND WHEREAS, the Purchaser hereinabovenamed has satisfied himself in respect of the Vendor's title to the said property as good, valid and marketable,

AND WHEREAS, "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS, on demand from the Purchaser, the Vendors have 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 Vendor's Architects Shri Lokesh Kadu (Emanate Design) 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 of Agreement to Sell hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors and satisfied himself 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,

AND WHEREAS, the Purchaser is interested in acquiring Residential Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the abovesaid building titled "**VINAYAK APARTMENTS**", alongwith _____ % Undivided Share and Interest in the plot of land with the Vendors, and the cost of Apartment is decided at Rs. _____/-,

NOW THEREFORE THIS AGREEMENT TO SELL OF RESIDENTIAL APARTMENT WITNESSES and it is hereby agreed by and between the parties as under:

1. That the Vendors shall sell and the Purchaser shall purchase Residential Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the building titled "**VINAYAK APARTMENTS**", alongwith _____ % Undivided Share and Interest in ALL THAT piece and parcel of land bearing Residential Plot No. 7 admeasuring 1004.28 Sqr. Mtrs. [Dimensions $\frac{1}{2}$ (38.00 + 37.00) x 27.00 = 1012.50 (-) Deduction for Tangent 8.22] in the sanctioned layout bearing Khasra No. 111/1, Mouza: Godhni (Rly), P.H. No. 12, Plot bearing Khasra No. 111/1/7, situated at Godhni Railway, within the limits of Grampanchayat Godhni (Rly) in Tahsil Nagpur (Rural) and District: Nagpur, more specifically and elaborately described in the schedule of Property hereunder for a consideration of Rs. _____/- (Rupees _____ Only).

2. That the Schedule of Payment is as under:

Rs. _____/-	paid vide Cheque No. _____ dated _____ drawn on _____.
Rs. _____/-	To be paid on completion of Plinth.
Rs. _____/-	To be paid on completion of First Slab.
Rs. _____/-	To be paid on completion of Second Slab.
Rs. _____/-	To be paid on completion of Third Slab.
Rs. _____/-	To be paid on completion of Fourth Slab.
Rs. _____/-	To be paid on completion of Fifth Slab.
Rs. _____/-	To be paid on completion of Brick Work & Inner Plaster.
Rs. _____/-	To be paid on completion of Flooring & Plumbing.
Rs. _____/-	To be paid on the date of Possession.

Rs. _____/- TOTAL (Rupees _____ Only).

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

3. That the time is essence of Contract and in case Purchaser fails to pay the amount of Installments as stated above, then the Vendors are entitled to terminate this Agreement. On termination of this Agreement 10 % of the total consideration of Apartment shall be forfeited to the Vendors, after giving full opportunity of making payment for a period of one month from the due date to the Purchasers and balance would be refunded to them by installments on re-allotment of the said Unit to other prospective Purchaser and within 6 months from the date of receipt of payment from him. If Vendors fails to pay the amount within that period it will be subject to penalty @ State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis till the date of payment or refund to the Purchaser. However the Stamp Duty, Registration Fees paid or spent by the Purchaser would be subject to refund as per The Maharashtra Stamp Act.

4. That without prejudice to the Vendor’s other rights under this Agreement and or in law in case any installment in the Para 2 above is not paid within the stipulated period, Purchaser shall be liable to pay penalty @ State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis on the overdue amount from the date of default till that amount is paid.

5. That the above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the Vendors by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carrying out the Project payable by the Vendors) upto the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the

Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. The Taxes are payable simultaneously with the payment of each installment.

6. That the Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Vendor 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 Vendor shall enclose the said Notification/Order/Rules/Regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

7. That the Purchaser shall not be entitled to assign or mortgage his rights under this Agreement or transfer the same in any way unless a consent in writing is obtained from the Vendors till he has been delivered possession after making full and final payment alongwith incidental payments, if any, to the Vendors and a conveyance has been executed in their favour. For intermittent transfers a Transfer Fee of 10 % of the total consideration of apartment would be charged subject to approval of the Nominated person by the Vendors.

8. That the Vendors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the abovesaid property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, ceases etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors shall indemnify the Purchaser for any loss that may be caused to him due to any defect in their title.

9. That the Vendors undertake to execute the Sale Deed after full and final settlement of accounts of the Purchaser and handing over the possession as early as possible. The tentative date of possession is _____ subject to all availability of Cement, Steel, Water, Electricity and other building materials and subject to strikes, civil commotion, force major and other natural causes beyond the control of Party No. 3.

10. That the Vendors hereby declare that the Plot alongwith the Multistory Building is submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration is registered at Sr. No. _____/2018 in Book No. 1 on _____ with Sub Registrar Nagpur Gramin No. ____, and the Purchaser would automatically become member of the Apartment Association and have to abide by the provision of Maharashtra Apartment Ownership Act, 1970, Maharashtra Apartment Ownership Rules 1972 and Deed of Declaration and Bye-laws of the Association.

11. That the Central Government has introduced Real Estate (Regulation and Development) Act, 2016 from 1st day of May, 2017 and the parties to the deed are bound to abide by the terms and conditions stipulated in the said Act.
12. That the Purchaser has seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and they have understood and satisfied about the same and shall not question on this count in future.
13. THAT, it is understood by the Purchaser that the Vendors shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchasers.
14. THAT, as soon as the Apartment is ready and complete for occupation, the Party No. 3 shall notify to Party No. 2 in writing the date and time for taking possession thereof and on receiving such information Party No. 2 shall pay the last installment and the balance of previous installments and incidental charges if any (with penalty if any) and take possession of the apartment.
15. THAT, the Vendors would not deliver the actual possession of the said Apartment to the Purchasers until the entire cost of construction including the charges for installation of Electric and Water meters, Legal Expenses, Stamp Duty and Registration fees, G.S.T. etc. are paid by them in full to the Vendors.
16. That the Purchaser further covenants that after the sale deed is executed, he shall be solely responsible and liable for payment of separate Grampanchayat Taxes, proportionate N.A. Tax, Cesses and other taxes that may be assessed on his share in the property. If the Purchaser fails to execute the sale deed within the stipulated period or within the time notified by the Vendors for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession.
17. That the Purchaser further undertake to give his maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. If the Purchaser fails to take the possession within the stipulated period, the maintenance charges on his Apartment will become payable from the date notified for possession and it will be recovered at the time of possession.
18. That the Purchaser has to pay common divided share for electricity network, and SLC Charges, Transformer, Cable Laying, Bus Bar and Distribution Arrangement and other allied work etc. amounting to Rs. 25,000/- to the Vendors.
19. That in case the Purchaser desires to terminate this agreement, they may do so, by giving one months notice in writing to the Vendors and in that case only 90 % of the consideration amount of the apartment shall be refunded by installments on re-allotment of said Apartment to other prospective purchaser and within 6 months from the date of receipt of payment from him. If Vendors fails to pay the amount within the stipulated period, it will carry interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis from the seventh

month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges paid by the Purchasers would be subject to refund as per The Maharashtra Stamp Act.

20. That it is agreed by and between the parties that the breach of any of the Condition contained in this agreement, the agreement shall automatically comes to an end ISPO FACTO, and no notice shall be required to be given to Purchasers for cancellation of their Apartment. The amount paid by the Purchaser so far will be refunded after deducting therefrom 10 % of the total Cost of Apartment.

21. That the Purchaser has to pay Goods and Service Tax as per the percentage fixed by the Central Government/State Government of the total cost of the Apartment or as applicable at the time of payment of each installment or as applicable.

22. That the Purchaser shall be liable for payment of Cesses and Levies which are applicable for the type of transaction and which Central or State Government or the local competent authority may impose in future.

23. That the said Apartment is meant for residential purpose only as duly sanctioned by the competent authority and the Purchaser is prohibited from changing use of the said apartment for other purpose and if they change the User then they would be entirely responsible for the same.

24. That the Vendors hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the said percentage of land stand revised as per revised building plan sanctioned by the Authority. The Vendors reserve right to utilize the same and the Purchaser shall not obstruct the Vendors in consuming the FSI.

25. That the Vendors shall always has a right to get the benefit of additional or unutilized or future F.S.I. or make use of the TDR as sanctioned by the concerned authorities, as and when required, to make the additional floors/units, additions, alterations, raise storeys, put up additional structures. Such additional structures and storeys will be the sole property of the Vendors alone will be entitled to use the terrace including parapet wall for any purpose and the Purchaser hereby consent for consuming the increased FSI. The Purchaser shall not raise any objection or claim or any abatement in the price of the premises greed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Vendor. However the area of Apartment agreed to be sold to the Purchaser shall always remain the same, only the undivided percentage in land will change.

26. That the Purchaser is prohibited from erecting any type of permanent or temporary structure over the adjoining terrace of their Apartment (if provided).

27. That the rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers etc. at terrace of the building shall always vests with the Vendors. However the Vendors shall share the

common electric charges required for the aforesaid purpose or shall affix separate electric meter for the same. However the rights of open top terrace always vests with the Vendors.

28. That the Vendors are contemplating to revise the sanction plan in due course and the percentage of undivided land attributed to Purchasers Apartment shall stand revised as per revised plan. The Purchaser extends his consent to revise the sanction plan.

29. That the Purchaser agrees to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Vendor or the Co-operative Housing Society for Maintenance as per the 11 (4) (e) of RERA.

30. That the Vendors have reserved their right to revise the Sanctioned Plan. It is agreed that the Purchaser extends his consent to revise the Sanction Plan.

31. That the Vendors agrees to execute Sale Deed in favour of Purchaser or any other person nominated by the Purchaser subject to the consent of Vendors.

32. That the Purchaser is prohibited from disturbing foundations, Columns, Beams, External Elevation, and other Common Installations while carrying interiors or otherwise.

33. That it is understood by the Party No. 2 that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work and particularly described in specifications attached hereto in the Schedule-II. It is understood by the Party No. 2 that short comings inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Party No. 2 that on account of practical constraints there will be allowance of plus or minus Five percent variation in dimensions shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Party No. 2 for such variation.

34. 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 Vendors and other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces in the proposed building, affecting the same and if any mis-statement, error or omission is discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

35. That without prejudice to the right of Vendor to charge interest in terms of sub clause 3 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Vendor shall at his own option, may terminate this Agreement:

36. That provided that, Vendors shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

37. That provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of 10 % of the total consideration of Apartment plus the amount of interest chargeable at the rate prescribed under Clause No. 3 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendors.

38. That it shall be the duty of the Purchaser and the Vendors 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 Vendors or the Purchaser, as the case may be.

39. That in case there are Joint Purchasers all communications shall be sent by the Vendors 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.

40. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor 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.

41. That 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.

42. That 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.

43. That 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.

44. That for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

45. All the expenses for execution and Registration Stamp Duty, Registration Fee and Professional Charges for Agreement to Sale, Sale Deed/ Apartment Deed etc. are to be borne and paid by the Purchaser.

DESCRIPTION OF PROPERTY
SCHEDULE-I

ALL THAT R.C.C. Superstructure bearing Residential **Apartment No. _____** on _____ **Floor** having _____ **Sqr. Mtrs. Carpet Area** in the building titled "**VINAYAK APARTMENTS**", alongwith _____ **%** Undivided Share and Interest in ALL THAT piece and parcel of land bearing Residential **Plot No. 7** admeasuring **1004.28 Sqr. Mtrs.** [Dimensions ½ (38.00 + 37.00) x 27.00 = 1012.50 (-) Deduction for Tangent 8.22] in the sanctioned layout bearing **Khasra No. 111/1, Mouza: Godhni (Rly)**, P.H. No. 12, **Plot bearing Khasra No. 111/1/7**, situated at Godhni Railway, within the limits of Grampanchayat Godhni (Rly) in Tahsil Nagpur (Rural) and District: Nagpur and bounded as under:

TOWARDS EAST - 9.00 Meter Wide Road
TOWARDS WEST - Plot No. 6
TOWARDS NORTH - Open Space
TOWARDS SOUTH - 15.00 Meter Wide Road

SCHEDULE-II
SPECIFICATION & AMENITIES

STRUCTURE	R.C.C. frame structure
BRICK WALLS	Outer walls 150 mm & Inner Walls 115 mm thick brick masonry.
PLASTER	Plain Funty finish plaster for inner walls, outer walls as per elevation treatment
FLOORING	Vitrified tiles 2 x 2 in all rooms.

KITCHEN	Raised cooking platform of granite with SS sink & dado of ceramic tiles upto 2 ft. height.
DADO	Designer ceramic tiles upto lintel level in toilets, flooring of anti skid matt tiles.
DOORS	Safety lock main door and all other doors shall be flush doors with RCC door frame.
WINDOW	Aluminum window with M.S. Grill
ELECTRIFICATION	Concealed ISI electrical point fitting with modular switches.
PLUMBING	All internal fitting will be concealed with branded fittings.
SANITATION	Indian/Western type W.C. seat as per drawing
PAINTING	Internals ealls in putty finish emulsion & external weather proof external emulsion.
WATER ARRANGEMENT	Undergound common sump & overhead water tank.
LIFT	Lift with power backup.

In witness whereof the parties to this Deed have put their signatures at Nagpur on the day above written in the presence of two attesting witnesses.

For Concept Infrastructures

(Ajinkya Shirish Ramapure)

(Abhay Manikrao Khambalkar)

(Sumit Shivaji Dande)

WITNESSES:

1. _____
2. _____

(Muralidhar Purushottam Amdhare)

PARTNERS

VENDORS/PARTY NO. 1

(_____)
PURCHASER/PARTY No. 2

Drafted By: B.R. Khumkar, F-25, First Floor, Sai Regency, Ravi Nagar Square, Amravati Road, Nagpur
M-9422103894, 9850233876, Email: mkhumkar@gmail.com
