AGREEMENT TO SELL FOR RS. _____ ONLY

(RUPEES _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. _____ ONLY

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

(1) MRS. GEETA W/o SHARAD ANANDIKAR,
Aged 63 Years, Occupation – Agriculturist and Housewife,
Income Tax Permanent Account No. ABHPA6956B,
Aadhar Unique Identity No. 478516490778,
(2) SHRI. SACHIN S/o SHARAD ANANDIKAR,
Aged about 41 Years, Occupation – Service
Income Tax Permanent Account No. ABHPA6963G,
Aadhar Unique Identity No. 840748064199,
Both Residents of Flat No. B-1, Plot No. 57, Kanchan-Geet Flats, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR, acting through their duly Constituted Attorney
M/S. MAHARSHREE BUILDERS, a Partnership Firm,
(INCOME TAX PAN No. AABFM3441L)
having its Office at Shivpad Apartments, 262, West High Court Road, Bajaj Nagar, Nagpur and acting through its Partner
SHRI. AVINASH S/o MANOHARRAO TARPE,
Aged 52 Years, Occupation – Business,
Income Tax PAN AAFPT8444A,
Resident of Shankar Nagar, Nagpur-440010, Tahsil and District - NAGPUR,
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.**

AND

MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,
hereinafter called the **"PURCHASER/S"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER/S"**, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

M/S. MAHARSHREE BUILDERS, a Partnership Firm,
(INCOME TAX PAN No. AABFM3441L)
having its Office at Shivpad Apartments, 262, West High Court Road, Bajaj Nagar, Nagpur and acting through its Partner
SHRI. AVINASH S/o MANOHARRAO TARPE,
Aged 52 Years, Occupation – Business,
Income Tax PAN AAFPT8444A,
Resident of Shankar Nagar, Nagpur-440010, Tahsil and District – NAGPUR
hereinafter called the **"DEVELOPER / PROMOTER / CONFIRMING PARTY"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PARTNERSHIP FIRM** and its **PARTNERS"**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS, the Vendors hereinabove named are the joint/Co-owners of the property comprising ALL THAT piece and parcel of land containing by admeasurement 743.20 Sq. Mtrs. (i.e 8000 Sq. Ft.) comprising Western Portion of Plot No. 887 containing by total ademasurement 2295 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 28/5 of MOUZA – LENDHRA, Togetherwith the existing Residential House standing thereon covering a total Built-up area of 241.54 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House Nos. 328/B & 328/C, City Survey No. 68, Sheet No. 17-A/2 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS ALL THAT piece and parcel of land bearing Kh. No. 28 of Mouza – Lendhra, Mouza No. 364, Thak No. 183, P.S.K. 30, Revenue Circle – PARDO, situated at Dharampeth, Nagpur in Tahsil and District – NAGPUR, Originally belonged to Shri. Balaji Vinayakrao Buty, who lateron transferred the same by way of Sale to Shri. Shrawanam Narayan Swami Naidu, by 2 separate Sale Deeds Dated 17-05-1909 and 21-22/07/1913; AND

WHEREAS the aforesaid Shri. Shrawanam Narayan Swami Naidu lateron in his turn transfer the said property by way of Sale to Shri. Waman Shivdaspant Barlingey and Mrs. Savitribai Barlingey, by a duly registered Sale Deed Dated 07-08-1913; AND

WHEREAS lateron some in the year 1932 the aforesaid Shri. Waman Shivdaspant Barlingey relinquished his rights in respect of the said property in favour of his Father Shri. Shivdaspant Krishna Barlingey. The said Shri. Shivdaspant Kirshna Barlingey lateron sub-divided the said piece of land into two parts and the retained the

SOUTHERN PORTION of the said property for himself. The NORTHERN PORTION of the said property was given to Mrs. Savitribai Barlingey. The said Shri. Shivdaspant Krishna Barlingey lateron created Trust of the said Southern Portion of Kh. No. 28 and his remaining properties in favour of Shri. Waman Shivdaspant Barlingey; AND

WHEREAS the said Mrs. Savitribai Shivdaspant Barlingey alongwith her husband Shri. Shivdaspant Krishna Barlingey and her two sons namely Shri. Waman Shivdaspant Barlingey and Shri. Surendra Shivdaspant Barlingey lateron jointly transferred 0.88 Acres of land comprising New Kh. No. 28/4 out of the aforesaid Northern Portion by way of Sale to Shri. Dhundiraj Vishwanath Paranjape, by a Sale Deed Dated 03-04-1940, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1, Volume No. 6 on Pages 281 to 288 at Sr. No. 602 on 04-05-1940; AND

WHEREAS the said Shri. Dhundiraj Vishwanath Paranjape lateron constructed a Double Storeyed Residential House on the said Plot of land some time in the Year 1942; AND

WHEREAS the aforesaid Shri. Raobahdur D.V. Paranjape executed his LAST WILL AND TESTAMENT on 19-01-1947. He lateron also executed a Cidicial to the said WILL Dated 19-01-1947 and thereby he bequeathed the WESTERN PORTION of the said Kh. No. 28/4 (Now numbered as 28/5) bearing Sub-Divided Plot No. B to his son Shri. Prabhakar and appointed Shri. Sharad Kumar alias Mohan D. Paranjape as chief beneficiary, testaor & executor with the provision that his wife Mrs. Saraswatibai Paranjape shall have life interest in respect of the remaining half portion i.e. Eastern Portion and marked as Plot No. A. In the said CODICIL he further declared that upon the demise of his wife namely Mrs. Saraswatibai Paranjape the said whole sub-divided Plot No. 'A' with all building, structures, fixtures, trees and well on it, shall devolve upon his youngest son Shri. Sharadkumar alias Mohan Raobhadur Paranjape to the exclusion of remaining legal heirs; AND

WHEREAS the aforesaid Smt. Saraswatibai Paranjape left for heavenly abode on 30-09-1988 and consequent upon her death the said Shri. Sharadkumar alias Mohan Raobhadur Paranjape has became an absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also mutated in his name in all relevant records. The total extent of the aforesaid property is at present 2626.90 Sq. Mtrs. (-) Less 331.97 Sq. Mtrs. thus equal to 2295 Sq. mtrs. approximately and it bears House No. 328/70 and Plot No. 687 and City Survey No. 68 which included 3572 Sq. Ft. (OR 331.97 Sq. Mtrs.) Plot bearing No. 328-A given to the said Shri. Sharadkumar alias Mohan Raobhadur Paranjape sub-divided vide Nagpur Improvement Trust Memo No. COS/5804 Dated 01-02-1974; AND

WHEREAS the aforesaid property is also converted for Non-Agricultural Use vide Order Dated 27-09-1996 passed by the Additional Tahsildar, Nagpur in Revenue Case No. 92/NAP-36/1996-97 of MOUZA – LENDHRA on which Non Agricultural Tax

from August 1956 to August 1998 has been paid by the said Shri. Sharadkumar alias Mohan Raobhadur Paranjape; AND

WHEREAS the aforesaid Shri. Sharadkumar alias Mohan Raobhadur Paranjape lateron transferred ALL THAT Piece and parcel of lad containing by admeasurement 4000 Sq. ft. (OR 371.60 Sq. Mtrs.) comprising the EXTREME WESTERN PORTION (i.e. REAR SIDE) of Plot No. 887 Togetherwith the existing old Residential structure standing thereoncovering a Built-up area of 1300 Sq. Ft. (i.e 120.77 Sq. Mtrs.) as a portion of House No. 328/0+9, City Survey No. 68 and Sheet No. 17/A/2, Situated at Khare Town, Dharampeth, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR by way of Sale to Mrs. Geeta Sharad Anandikar, the Owner No. 1 named hereinabove, by a Sale Deed Dated 13-11-1997, which is duly registered at the Office of the Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 794 on pages 32 to 38 at Sr. No. 3293 on even date. As a result therefore the Vendor No. 1 hasnow become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in her name in all relevant records; AND; AND

WHEREAS in the like manner the aforesaid Shri. Sharadkumar alias Mohan Raobhadur Paranjape lateron transferred ALL THAT Piece and parcel of lad containing by admeasurement 4000 Sq. ft. (OR 371.60 Sq. Mtrs.) comprising the WESTERN PORTION of Plot No. 887 Togetherwith the existing old Residential structure standing thereoncovering a Built-up area of 1300 Sq. Ft. (i.e 120.77 Sq. Mtrs.) as a portion of House No. 328/0+9, City Survey No. 68 and Sheet No. 17/A/2, Situated at Khare Town, Dharampeth, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR by way of Sale to Shri. Sachin Sharad Anandikar, the Owner No. 2 named hereinabove, by a Sale Deed Dated 02-07-1998, which is duly registered at the Office of the Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 901 on pages 69 to 75 at Sr. No. 2104 on even date. As a result therefore the Vendor No. 2 has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS, in terms of the Agreement of Development dated 22-02-2019, which are duly Registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1237 on even date, the Vendors have entrusted the entire work of Development of the aforesaid Property to the Developer/ Promoter/ Confirming Party hereinabovenamed upon the several terms and conditions contained therein; AND

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/ Confirming Party hereto; AND

WHEREAS, the Vendors has executed Irrevocable General Power of Attorney's in favour of the Confirming Party hereto on 22-02-2019 and the same are also duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 1 at Sr. No. 12___ on even date; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has proposed to construct a COMMERCIAL / RESIDENTIAL ESTATE on the Project Land by constructing a Multistoried Building consisting of various self contained separate Apartments therein; AND

WHEREAS, the Developer/ Promoter/ Confirming Party 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; AND

WHEREAS, the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party has appointed following professionals :

Architect	:	_____ Address _____
Structural Engineer	:	_____ Address _____
Plumbing Engineer	:	_____ Address _____
Electrical Engineer	:	_____ Address _____
Landscape Architect	:	_____ Address _____

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

WHEREAS, on demand from the Purchaser, the Developer/ Promoter/ Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications 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/ Confirming Party 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; AND

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***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the the Assistant Director, Town Planning Departments, Nagpur Municipal Corporation vide his Building Permit No. 186/BP/Londhra/TP/N.M.C./1068 Dated 13-07-2018 have been ***annexed hereto and marked as Annexure C***; AND

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***; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

WHEREAS, the Developer/ Promoter/ Confirming Party 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/ Confirming Party for purchase of the Apartment No. _____ on _____ Floor being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

i) **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.

ii) **Balcony :** 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.

pen Terrace: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.

iv) **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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/ Promoter/ Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as 'DATTATRAYA APARTMENTS' consists of 1 (One) independent and separate Multistoreyed Building, consists of the Ground Floor and Four Upper Floors. There are 2 (TWO) Apartments each on the FIRST, SECOND, THIRD and FOURTH FLOOR. Thus there are in all 8 (EIGHT) 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/ Confirming Party 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/ Confirming Party and the Developer/ Promoter/ Confirming Party hereby agrees to sell to the Purchaser **Apartment No. ___ having carpet area admeasuring** ____ **Sq. Metres on _____ Floor,** (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 Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs.** _____ /- **(Rupees** _____) to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party towards the said Apartment hereinafter referred to as the "**Consideration amount**". The

Developer/ Promoter/ Confirming Party specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and 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/ Promoter/ Confirming Party the balance amount of Rs _____/- (Rupees _____Only) in the following manner:-

SCHEDULE – "E"

i) Rs. _____/- (_____) Only ***(not exceeding 10% of the total consideration)*** paid by the Purchaser to the Vendors at the time of Booking.

ii) Rs. _____/- (_____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on execution of this Agreement.

iii) Rs. _____/- (_____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the Plinth of the building / wing in which the said Apartment is located.

iv) Rs. _____/- (_____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the slabs and stilts of the building or wing in which the said Apartment is located.

v) Rs. _____/- (_____) Only ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

vi) Rs. _____/- (_____) Only ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion

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

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

viii) Rs. _____/- (_____) Only *(not exceeding 95% of the total consideration)* agreed to be paid by the Purchaser to the Vendors 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.

ix) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendors 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/ Confirming Party 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/ Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party.

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/ Confirming Party 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 Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor 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 Vendor 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 Vendor 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/ Confirming Party 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/ Confirming Party 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").

4.1 If the Developer/ Promoter/ Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer/ Promoter/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party within a period of 15 days, then the Developer/ Promoter/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party in the said building and the Apartment as are set out in **Annexure - 'D'**, ***annexed hereto***.

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

Provided further that the Developer/ Promoter/ Confirming Party 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/ Confirming Party hereto.

Provided further that the Developer/ Promoter/ Confirming Party 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.

7.1 Procedure for taking possession – The Developer/ Promoter/ Confirming Party 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/ Confirming Party shall give possession of the said Apartment to the Purchaser. The Developer/ Promoter/ Confirming Party 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/ Confirming Party or Association of Purchasers, as the case may be.

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/ Confirming Party 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/ Confirming Party 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/ Confirming Party reserves it's right to erect any

additional construction on the available open space or on the top of 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party 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.

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

9.1 That the Vendors/Developer/ Promoter/ Confirming Party have/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-_____ in Book No. 1 at Sr. No. _____ on _____. 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.

9.5 Within 15 days after notice in writing is given by the Developer/ Promoter/ Confirming Party 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/ Confirming Party provisional maintenance amount of **Rs.** _____/- in addition to the consideration amount, towards maintenance of the project; a Sum of **Rs.** _____/- towards installation of Electric Meter.

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 Vendors shall not carry any interest and remain with the Developer/ Promoter/ Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

The Vendors/ Developer/ Promoter/ Confirming Party 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/ Confirming Party 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. 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;

vii. The Vendors/ Developer/ Promoter/ Confirming Party 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.

viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon

the Vendor and/or the Vendors in respect of the project land and/or the Project except those disclosed in the title report.

ix. 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/ Confirming Party or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor 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/ Confirming Party 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/ Confirming Party 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/ Confirming Party 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 Vendors/ Developer/ Promoter/ Confirming Party within fifteen days of demand by the Vendors/ 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 Vendors/ Developer/ Promoter/ Confirming Party 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 Vendors/ Developer/ Promoter/ Confirming Party.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may accept 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 completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendors/ Developer/ Promoter/ Confirming Party 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 Vendors/ Developer/ Promoter/ Confirming Party shall bear and pay @ Rs. _____/- Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

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 Vendors/ Developer/ Promoter/ Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

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.

24. Developer/ Promoter/ Confirming Party specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendors by Demand Draft or by local cheques drawn in the name of _____ or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name : **M/S. MAHARSHREE BUILDERS**

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

_____ (Purchaser's Address)

Notified Email ID : _____

M/S. MAHARSHREE BUILDERS

(Name of Developer/Confirming Party)

Shivpad Apartments, 262, West High Court Road, Bajaj Nagar, Nagpur

(Address of Developer/Confirming Party)

Notified Email ID : _____

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

27. **JOINT PURCHASERS** : In case there are Joint Purchasers all communications shall be sent by the Vendors/ Developer/ Promoter/ Confirming Party 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.

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 land containing by admeasurement 743.20 Sq. Mtrs. (i.e 8000 Sq. Ft.) comprising Western Portion of Plot No. 887 containing by total ademasurement 2295 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 28/5 of MOUZA – LENDHRA, Togetherwith the existing Residential House standing

thereon covering a total Built-up area of 241.54 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House Nos. 328/B & 328/C, City Survey No. 68, Sheet No. 17-A/2 of Mouza – Lendhra, situated at Khare Town, Dharampeth, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	**HOUSE OF SHRI. PARANJAPE**
ON THE WEST	-	**HOUSE OF ADV. PANDE AND SHRI. SAWARKAR**
ON THE NORTH	-	**6.00 MTRS. WIDE ROAD**
ON THE SOUTH	-	**4.5 MTRS. WIDE ROAD AND PROPERTY OF SHRI. BARLINGEY**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : DATTATRAYYA APARTMENTS

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

The said Apartment is bounded as under :

ON THE EAST	:	BY _____
ON THE WEST	:	BY _____
ON THE NORTH	:	BY _____
ON THE SOUTH	:	BY _____

SCHEDULE – "C" ABOVE REFERRED TO

[Description of common areas and facilities]

SCHEDULE – "D" ABOVE REFERRED TO

FLOOR PLAN

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(AVINASH MANOHARRAO TARPE) Partner of M/s. Maharshree Builders As a duly Constituted Attorney for the Vendors VENDORS
02			FOR M/S. MAHARSHREE BUILDERS (AVINASH MANOHARRAO TARPE) Partner DEVELOPER/PROMOTER/CONFIRMING PARTY
03			(_____) PURCHASER

WITNESSES :

(1) _____ (2) _____