AGREEMENT TO SELL FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE RS. /- ONLY

THIS AGREEMENT TO SELL is made on this ___ Day of MARCH, 2019 BETWEEN **M/S. NATIONAL BUILDERS AND DEVELOPERS (PAN – AAGFN9726N)**, A Partnership Firm, having its Registered Office at 181, Thaware Colony, Nagpur, through its Partners (1) **SHRI. KUNAL S/o DINKARRAO NISWADE**, Aged 34 Years, Occupation – Business **(2) SHRI. VIKAS S/o DINKARRAO NISWADE**, Aged 38 Years, Occupation – Business **(3) MRS. BHARTI W/o DINKARRAO NISWADE**, Aged 58 Years, Occupation – Business All Residents of 181, Thaware Colony, Janpatka, Kamptee Road, Nagpur-440014, Tahsil and District – NAGPUR, AND **(4) MRS. PRADHNYA W/o UTTAM SHIYALE**, Aged 46 Years, Occupation – Business Resident of 24, Shivneri Apartment, Khamla, Nagpur-440015, Tahsil and District - NAGPUR, hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM, and it's PARTNERS as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

Contd...

SHRI. _____, (PAN – _____) Aged _____ Years, Occupation – _____ Resident of _____ hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 1 out of the Layout of Manohar Gruha Nirman Sahakari Sanstha Maryadit Nagpur (Rural), containing by admeasurement **4419.65 Sq.Ft. (OR 409.76 Sq.Mtrs.)** being a portion of the entire land bearing **Kh. No. 47** of **Mouza – BESA,** P.S.K. 38, situate at Manohar Society, Besa, within the limits of the Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR, belongs to Shri. Kishor S/o Nagorao Khadse, having Purchased the same by him from Manohar Gruha Nirman Sahakari Sanstha Maryadit, Nagpur by a Sale Deed Dated 16-09-2005, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 5688 on even date; AND

WHEREAS the said Shri. Kishor S/o Nagorao Khadse lateron transferred the aforesaid property by way of sale to M/s. National Builders and Developers by a Sale Deed Dated 15-10-2018, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 9225 on 16-10-2018; AND

WHEREAS the aforesaid Plot No. 1 is covered under the Nagpur Metropoliton Region Development Authority Scheme of the Government of Maharastra; AND

WHEREAS the Release Letter regarding the aforesaid Plot No. 1 is issued by the Executive Engineer (NMRDA), vide his Release Letter No. DPC/128, Dated 20-12-2018, In Tracking No. 2018111766 and Layout ID No. 201311181. As per the said Regularization Letter, the area of the said Plot No. 1 is shown and declared as 409.76 Sq. Mtrs. Thus the area of the said Plot No. 1 is at present 409.76 Sq. Mtrs.; AND

WHEREAS in the like manner THAT ALL THAT Piece and Parcel of land bearing Plot No. 2 out of the Layout of Manohar Gruha Nirman Sahakari Sanstha Maryadit Nagpur (Rural), containing by admeasurement **4346.07 Sq.Ft. (OR 403.76 Sq.Mtrs.)** being a portion of the entire land bearing **Kh. No. 47** of **Mouza – BESA,** P.S.K. 38, situate at Manohar Society, Besa, within the limits of the Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Manish S/o Bhiwaji Raut, having Purchased the same by him from Manohar Gruha Nirman Sahakari Sanstha Maryadit, Nagpur by a Sale Deed Dated 16-09-2005, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 5689 on even date; AND

WHEREAS Shri. Manish S/o Bhiwaji Raut lateron transferred the aforesaid property by way of sale to M/s. National Builders and Developers, the Vendor hereinabovenamed by a Sale Deed Dated 15-10-2018, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-10 (Rural) in Book No. 1 at Sr. No. 9226 on 16-10-2018. As a result therefore the said **M/s. National Builders and Developers** has now become an exclusive, absolute and full Owner of the aforesaid Plot Nos. 01 and 02 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS aforesaid Plot No. 2 is covered under the Nagpur Metropoliton Region Development Authority Scheme of the Government of Maharastra; AND

WHEREAS the Release Letter regarding the aforesaid Plot No. 2 is issued by the Executive Engineer (NMRDA), vide his Release Letter No. DPC/127, Dated 20-12-2016 In Tracking No. 2018111765 and Layout ID No. 201311181. As per the said Regularization Letter, the area of the said Plot No. 2 is shown and declared as 402.04 Sq. Mtrs. Thus the area of the said Plot No. 2 is at present 402.04 Sq. Mtrs.; AND

WHEREAS in due course of time the Plot Nos. 01 and 02 are Amalgamated by the Nagpur Metropolitan Region Development Authority vide its Amalgamation Letter No. DPC/145 Dated 21-01-2019. As per the said Amalgamation Letter Dated 21-01-2019 the area of the said Plot Nos. 01 and 02 is shown and declared as 511.80 Sq.Mtrs.; AND

WHEREAS the entire land of aforesaid Kh. No. 47 of Mouza-Besa converted for Non-Agricultural use as per the Letter of the Collector, Nagpur bearing No. Prastut/Collector/KV/2003, Dated 06-01-2003, in the Revenue Case No. 174/NAP-34/2002-2003; AND

WHEREAS the Layout plan of the aforesaid Kh. No. 47 of Mouza-Besa is also sanctioned by the Department of Town Planning as per the Permit No. Akrushi/Mouza Besa /Survey No. 47/Sansanag/77, Dated 12-05-2003 from Asst. Director, Department of Town Planning, Nagpur; AND

WHEREAS the aforesaid Owner namely **M/s. National Builders and Developers, the Vendor hereinabovenamed** lateron decided to develop the aforesaid Plot Nos. 01 and 02 into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon comprising of various self contained separate Apartments therein.

WHEREAS accordingly the Vendor has prepared a Plan of a Multistoreyed Building proposed to be constructed on the said land and to be known and styled as "**ROYAL ENCLAVE** and the same is duly sanctioned by the Assistant Engineer, Nagpur Metropolitan Region Development Authority, Nagpur, vide his Building Permit No. B.E.(NMRDA) South/Nagpur(Rural)/No. MB-43/201902145/1694, Dated 25-3-2019; AND

WHEREAS, the Vendor has proposed to construct on the project land 1 (One) Building, 17 (Seventeen) self contained separate Apartments in therein; AND

WHEREAS, the Vendor has entered into a standard Agreement with an Architect Shri. _____, Nagpur, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the Vendor shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period;

WHEREAS, the Vendor has appointed a structural Engineer Shri. _____, Nagpur for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architects Shri _____, Nagpur 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 Vendor and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party has 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 Vendor;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate Ashish M. Nagpure, Nagpur of the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively***;

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been ann***exed hereto and marked as Annexure C-1***;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/Developer while developing the project land and the said

building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority ;AND

WHEREAS, the Vendor has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title and the said Deed of Declaration is duly Registered in the Office of the Sub-Registrar, Nagpur- 7 in Book No. 1 at Sr. No. 3195 on 02-04-2019;AND

WHEREAS, the Vendor has accordingly commenced construction of the said building/s in accordance with the said Sanctioned/proposed plans ;AND

WHEREAS, the Purchaser has applied to the Vendor for purchase of **Apartment No.** _____on _____ **FLOOR** in **ROYAL ENCLAVE**, situated in the Kh No. 47, Mouza – PIPLA, P.S.K. 38, Nagpur (Rural) Nagpur – 440034 the constructed in the said Project;

WHEREAS, the Carpet area of the said Apartment is _____ **Square Meters;** Open / Enclosed Balcony area is _____ **Square Meters** and **"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;

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

WHEREAS prior to the execution of this Agreement the Vendor has received a sum of **Rs.** _____/- **(Rupees** _____**Only)** from the Purchaser being part payment out of the total agreed consideration of **Rs.** _____/- **(Rupees** _____**) Only** of the Apartment Agreed to be sold by the Vendor to the Purchase as advance payment or application fees/ booking amount and the Payment and receipt whereof is hereby admitted and acknowledged by both the Parties. The Purchaser have agreed to pay the balance consideration in the manner mentioned hereinafter AND.

WHEREAS under the provisions of applicable Law, Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Vendor is required to execute a written Agreement to Sell of the said Apartment with the Purchaser and also to register said Agreement under the Registration Act, 1908 AND

AND WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement Vendor Company agrees to sell and the Purchaser/s agrees to purchase the said Apartment.

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed building for his/her Residential Use with heritable and transferable rights therein has approached the Vendor and expressed his/her desire and willingness to purchase the Undivided proportionate share and interest in the said land Togetherwith the entire R.C.C. Superstructure comprising **Apartment No.** _____ on the _____**FLOOR** of "**ROYAL ENCLAVE**", AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the Purchaser for a total consideration of **Rs.** _____/- **(Rupees** _____**)** Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1a) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 1 and 2 out of the Layout of Manohar Gruha Nirman Sahakari Sanstha Maryadit Nagpur (Rural), containing by total admeasurement **811.80 Sq.Mtrs.** being a portion of the entire land bearing **Kh. No. 47** of **Mouza – BESA,** P.S.K. 38 TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No.** _____ covering a Built-up area of _____ **Sq.Mtrs.**, Carpet area of _____ **Sq.Mtrs.**, Balcony Area of _____**Sq. Mtrs.** and Parking Area of _____**Sq. Mtrs.** on the _____ **FLOOR** of a Building proposed to be constructed thereon and to be known and styled as **"ROYAL ENCLAVE"**, situate at Besa, within the limits of the Grampanchayat - Besa in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

1b) THAT the total Unit price agreed **Rs.** _____/- **(Rupees** _____**) Only** upon the following terms and conditions. Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner.

Rs._____/- towards cost of Apartment, cost of Infrastructure and the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the following manner.

Provided that the Vendor 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.

MANNER OF PAYMENT :

Rs. _____/- **(Rupees** _____**) Only** paid by the Purchaser to the Vendor in Cash on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____/- **(Rupees** _____**) Only** agreed to be paid by the Purchaser to the Vendor on casting of First Floor Slab.

Rs. _____/- **(Rupees** _____**) Only** agreed to be paid by the Purchaser to the Vendor on casting of Second Floor Slab.

Rs. _____/- **(Rupees** _____**)Only** agreed to be paid by the Purchaser to the Vendor on casting of Third Floor Slab.

Rs. _____/- **(Rupees** _____**)Only** agreed to be paid by the Purchaser to the Vendor on casting of Fourth Floor Slab.

Rs. _____/- **(Rupees** _____**) Only** agreed to be paid by the Purchaser to the Vendor on completion of individual Brick work.

Rs. _____/- **(Rupees** _____**)Only** agreed to be paid by the Purchaser to the Vendor on completion of Plastering work.

Rs. _____/- **(Rupees** _____**)Only** agreed to be paid by the Purchaser to the Vendor on completion of finishing work.

Rs. _____/- **(Rupees** _____**)Only** agreed to be paid by the Purchaser to the Vendor at the time of Registration of the Sale Deed.

Rs. _____/- **(TOTAL RUPEES** _____**) ONLY.**

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

1d) That, the total agreed consideration is escalation free, save and except escalations / increase, 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 for time to time. The Vendor Company 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 Company shall enclosed the said Notification / Order / Rules / Regulation Published issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

1e). That, it is responsibility of the Purchaser to pay the TDS (Tax Deducted at Source @ 1 % if applicable (i.e. if Sale Consideration is above 50,00,000/-) and supply the copy of such Challan / Receipt issued by the Income Tax Department to the Vendor Company well before execution and registration of Sale Deed / Conveyance.

1f).That the Vendor company shall be exclusive in-charge of the construction without any let or hindrance or interference by 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 Vendor Company.

1g).The Vendor Company, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s to Vendor by discounting such early payments @ 8 % per annum for the period by which the respective installment has been prepone. The provision of allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Purchaser/s by the Vendor Company.

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1h).If the vender company completes the construction before time than the Purchaser hear by agrees and accepts to pay the consideration amount payable for early completed stages as per payment linked to said stages immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.

1i).That, the Vendor Company shall confirm the final Carpet area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising of R.C.C. and Brickwork and particularly described in specification appended here to. 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 sanction 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 Company. 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 the 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.

1j).That, Purchaser/s OR Allottee authorizes the Vendor Company to adjust / appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name/s as the Vendor Company may in its sole discretion deem fit and the Purchaser/s undertakes not to object / demand / direct the Vendor Company to adjust such payments in any manner.

2.1 That, the Vendor Company 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 said Apartment.

2.2 That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser and the time is the Essence of Contract for the Vendor Company for completing the project and handing over the Apartment to the Purchaser/s and the common areas to be association of the owners after receiving the occupancy certificate or the completion certificates the case may be. Similarly the Purchaser/s shall make

timely payments of the installment and other dues payable by them and meeting the other obligations as per Clause 1b, under this Agreement subject to completion of project by the Vendor Company.

3. That the Vendor Company declares that the FSI available as on date in respect of the said project and which are applicable to the said project and the same is disclosed by the Vendor Company and the Purchaser/s has / have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor company by utilizing the said F.S.I. on the understanding that the declared proposed FSI shall belong to the Vendor Company being exclusive owners and developers of the said project.

4.1 That if Vendor company fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor company 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 the possession. The Purchaser agrees to pay to the Vendor , interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Vendor.

4.2 That without prejudice to the right of Vendor to charge interest in terms of subclause 4.1 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 their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option may terminate this Agreement.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by registered Post A.D. 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 along with interest payable thereon, as mentioned by the Vendor Company within the period of 15 days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One lakh only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 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 Vendor.

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

6. That the Vendor company shall give possession of the Apartment to the Purchaser on or before 24 Months however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice , order , rule , notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor any other reasonable cause and the Purchaser agree to ighore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. If the Vendor fails or neglects to handover possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 above from the date Vendor received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendor 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 ;

(iv) In case of delay or default in payment of dues by the Purchasers under these presents.

7.1 **Procedure for taking possession :**

The Vendor upon obtaining Completion or Occupancy Certificate from the Competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Apartment to the Purchaser, The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Vendor . The Purchaser agrees to pay the maintenance charges as determined by the Vendor or Association of Purchasers , as the case may be.

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

7.3 That the Purchaser hereby agrees not to occupy the said apartment without prior written permission of the Vendor Company else Purchaser shall be treated as a trespasser.

7.4 That the Vendor does hereby agree with the Purchaser/s 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 Sales Tax, and all other Taxes and cesses that may be levied and payable at the time of Registration from the Purchaser, the vendor will execute a proper Sale Deed relating to the undivided share and interest in the land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favor 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 him/ her/ them to the Vendor Company.

7.5 That, on obtaining 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 the 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.

7.6 **Failure of Purchaser to take Possession of Apartment** :

Upon receiving a written intimation from the Vendor Company as per Clause 7.1, the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Vendor shall give possession of the Apartment to the Purchaser . In case Purchaser fails to take possession within the time provided in Clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendor or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

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

7.8 That if within a period of five years from the date of handing over the said apartment to the Purchaser, the Purchaser brings to the notice of the Vendor Company 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 Company at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor , compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of the said apartment, the Purchaser shall lodge claim of defect, shortcomings directly with the manufacturer of such item and the Vendor company shall always co-operate and assist the purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

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

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Vendor Company and shall not mean defect/s caused by normal were and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. defect/s in fittings and fixtures are not included therein.

8 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of 'residence' not for carrying any Residential Industry . The Purchaser shall use the parking space for keeping or parking vehicles.

9.1 The Vendor Company has already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s. 2 of the said Act. after utilization of the proposed FSI . Thus the said project will be governed by 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 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 interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made there under.

9.3 That, the available open space (excluding the restricted area as may be mentioned in the Deed of declaration), the common areas and common facilities as may be provided in the said 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 or any part thereof will be effected or carried out by the Purchaser severally or jointly with any other apartment owner or owners.

9.4 The Vendor Company shall within Six Months from the date of Occupancy of Building/Apartments, dedication of the said property to the provisions of the Maharashtra Apartment Ownership Act as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor and the owners in the said structure of the building or wing in which the said apartment is situated.

9.5 That within 15 days after notice in writing is given by the Vendor Company to the Purchaser that the apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building namely local taxes, Municipal Corporation 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 the clerks, bill collectors, watchman's, sweepers and all their expenses necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of all the outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional lump sumps contribution of Rs. one time towards the outgoings. The amounts to paid by Purchaser to the vendor shall not carry any interest and remain with the Vendor until handing over the management of the said building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The Vendor Company hereby represents and warrants to the Purchaser as follows :

i The Vendor has clear and marketable title with respect of the project land , as declared in the title report annexed to this agreement and has the requisite rights to

carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.

ii. The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the project , project land and said building / wing are valid an subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project , project land building and common areas.

vi. The Vendor has the right to enter this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein , may prejudicially be affected ;

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

viii. The Vendor Company confirms that the Vendor Company is not restricted in any manner whatsoever from selling the said apartment to the Purchaser in the manner contemplated in this Agreement.;

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendor Company shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Apartment Owners.

xi. The Vendor company has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, and taxes or other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the date of completion of the said project.

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

11. The Purchaser themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor Company as under :

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 any in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are to 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 authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircase, 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 his / her / their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state an order in which it was delivered by the Vendor Company to the Purchaser and shall not do or suffer to done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulation 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 condition, and in particular, so as to support shelter an d protect the other parts of the building in which the apartment is situated and shall not chisel or 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 areas 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 for the said apartment in the compound or any portion of the project land and the building in which the apartment is situated. Pay to the Vendor Company within 15 days of demand by the Vendor, his share of security deposit, demanded by the concerned local authority or government or giving water, electricity or any other service connection to the building in which the said apartment is situated.

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

x. The Purchaser shall not let, sub-let transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor Company under this Agreement are fully paid up.

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

xii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor Company 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 Apartment in the said project remains unsold, even after completion of the same, then the Vendor Company shall bear and pay the proportionate maintenance charges for such unsold apartment.

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

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said apartments or of the said plot of land and building or any part thereof. The Purchaser shall have a claim save and except in respect of the apartment hereby agreed to be sold to them and all open spaces, parking spaces lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor Company 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 agreement, restrictions and rights of the other co-owners for the remaining undivided share in the said plot of land and shall not annual this contract / agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

15. After the Vendor Company executes this Agreement he shall not mortgage or create a charge on this apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in 17 force, such mortgage, charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such apartment.

16. **BINDING EFFECT** : Forwarding this agreement to the Purchaser by Vendor Company does not create a binding obligation on the part of Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Vendor. If the Purchasers fails to execute and deliver to the Vendor Company this

agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and / or appear before the Sub-registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

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

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

19. PROVISONS 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 alongwith the apartment for all intents and purposes.

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

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

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

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

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

24. That the Purchaser and / or Vendor Company shall present this Agreement as well as the Sale Deed at the proper registration Office of the registration within the time limit prescribed by the Registration Act, 1908 and the Vendor Company will attend such Office and admit execution thereof.

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

Name of the Purchaser : **SHRI.** _____.

Resident of _____.

Name of the Vendor : **M/S. ATHARVA INFRASTRUCTURES** ,
Address of the Vendor Office at Shop No. 6, 1st Floor, Plot No. 18/F-B-2, Shubham Towers, RPTS Road, Ajni Square, Nagpur.
Notified Email ID :
That, it shall be duty of the Purchaser and the Vendor Company 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 the communications and letter posted at the above address shall be deemed to have been received by the Vendor Company or the Purchaser, as the case may be.

26. JOINT PURCHASERS : That in case there are joint purchasers all communications shall be sent by the Vendor Company to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Purchasers.

27. STAMP DUTY AND REGISTRATION : All the 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 their charges and Misc. Expenses including the Lawyer's fee payable in respect thereof have been agreed to be borne and paid by the Purchaser.

28. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the

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

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

30. That for the matters not specifically covered herein, the provisions of transfer of Property Act shall apply. FIRST SCHEDULE

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot Nos. 1 and 2 out of the Layout of Manohar Gruha Nirman Sahakari Sanstha Maryadit Nagpur (Rural), containing by admeasurement **811.80 Sq.Mtrs.** being a portion of the entire land bearing **Kh. No. 47** of **Mouza – BESA,** P.S.K. 38, situate at Manohar Society, Besa, within the limits of the Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under:-

ON THE EAST - 9.00 MTRS. WIDE ROAD.

ON THE WEST - KHASARA BOUNDARY.

ON THE NORTH - KHASARA BOUNDARY

ON THE SOUTH - 6.00 MTRS. WIDE ROAD.

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ covering a Built-up area of _____ **Sq.Mtrs.**, Carpet area of _____ **Sq.Mtrs.**, Balcony Area of _____ **Sq. Mtrs.,** and Parking Area of _____ **Sq. Mtrs.** on the _____ **FLOOR** of a Building proposed to be constructed thereon and to be known and styled as "**ROYAL ENCLAVE**"

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1)_____

M/S. NATIONAL BUILDERS AND DEVELOPERS

1)

(KUNAL DINKARRAO NISWADE)

2)

(VIKAS DINKARRAO NISWADE)

(2)_____

3)

(MRS. BHARTI DINKARRAO NISWADE)

4)

(MRS. PRADHNYA UTTAM SHIYALE)

Partners

VENDOR

(_____)

PURCHASER