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 DECEMBER, 2019, BETWEEN :

PRADEEP S/o DHARNIKANT GANGULY, Aged about 57 Years, Occupation – Service, Income Tax PAN ABMPG7951K, Resident of 121, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR, acting through his duly Constituted Attorney **M/S. VANSHIKA DEVELOPERS AND PROMOTERS**, A Proprietory Concern, having its Office at 61, Rani Indirabai Bhonsle, Vihar Colony, Tulsibag Road, Mahal, Nagpur, Tahsil and District – NAGPUR-440032 (Income Tax PAN BVDPK0722L), and acting through its Proprietress **MRS. SONAL W/o SHASHIKANT KALAMBE**, Aged about 33 Years, Occupation – Business, (Aadhar Unique Identity No. 9486 7697 1383), Resident of 61, Rani Indirabai Bhonsle, Vihar Colony, Tulsibag Road, Mahal, Nagpur, 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 **"VENDOR"** as well as, her/his 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. VANSHIKA DEVELOPERS AND PROMOTERS, A Proprietory Concern, having its Office at 61, Rani Indirabai Bhonsle, Vihar Colony, Tulsibag Road, Mahal, Nagpur, Tahsil and District – NAGPUR-440032 (Income Tax PAN BVDPK0722L), and acting through its Proprietress **MRS. SONAL W/o SHASHIKANT KALAMBE**, Aged about 33 Years, Occupation – Business, (Aadhar Unique Identity No. 9486 7697 1383), Resident of 61, Rani Indirabai Bhonsle, Vihar Colony, Tulsibag Road, Mahal, Nagpur, 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 **"PROPRIETORY CONCERN'** and its **'PROPRIETOR',** as well as, her heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and parcel of land bearing Plot Nos. 16 (SIXTEEN) & 17 (SEVENTEEN), out of the layout of Aishwari Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, containing by total admeasurement 476.888 Sq. Mtrs. (OR 5133.222 Sq. Ft.) (As per NIT Release Letter), being a portion of the entire land bearing Kh. Nos. 9 and 9/3 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 24 and Sheet No. 257/4, both situated in the layout of Aishwari Sahakari Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS the Vendor is a Serviceman and an absolute owner and in possession of Plot No. 16 and Plot No. 17, admeasuring combinedly, an area of 5133 Sq. Ft. or 476.888 Sq. Mtrs bearing City Survey No. 24 Sheet No. 257/4, situated in the layout of Aishwari Sahakari Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR; AND

WHEREAS the Vendor owns the Plot No. 16, situated in the layout of AishwariSahakari Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District

– NAGPUR by a Sale Deed Dated 14-12-2010 duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 1 in Book No. 1 at Sr. No. 6726 on even date; AND

WHEREAS the Vendor owns the Plot No. 17, situated in the layout of AishwariSahakari Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR by the LAST WILL AND TESTAMENT document executed by Shri Dhurjati Prasad S/o Dharanikant Ganguly on 31-10-2008 and by which he gifted the Plot No. 17 (Sixteen) to his brother, Shri. Pradeep Dharanikant Gangulyand bestowed the absolute right of ownership with heritable and transferable rights of aforesaid plot for forever upon the Owner, being the beneficiary of his property and accordingly necessary amendment / change in the name was made in the records of City Survey and the copy of such record of dated 30-04-2016 was issued by the Competent Authority of City Survey, which shows the Plot No. 17 in name of Shri. Pradeep Dharanikant Ganguly; AND

WHEREAS the Vendor, being an absolute owner of the said Property has applied to the Nagpur Improvement Trust, Nagpur for regularization and development of the said Property under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001 by depositing the required Development Charges with the Nagpur Improvement Trust, Nagpur. Subsequently, the Building Engineer (WEST), Nagpur Improvement Trust, Nagpur has regularized the said property and issued a Regularization Letter dated 26.08.2011 having a Permit No. BE(W)/1900(U/L)/18692/1748 Dated 26-08-2011, in Case No. 2006041810 and Layout No. 1900/W/Son/538 in favor of the Owner. As per the said Regularization Letter Dated 26-08-2011 the combined area of the Plot 16 & Plot 17 is shown as 5133 Sq. Ft. or 476.888 Sq. Mtrs.; AND

WHEREAS, in terms of the Agreement of Development dated 11-12-2017, is duly registered at the Office of the Sub-Registrar, Nagpur-8 in Book No. 1 at Sr. No. 3226 on even date, the Vendor has 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 Vendor has 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 Vendor has executed Irrevocable General Power of Attorney's in favour of the Confirming Party hereto on _____ and the same are also duly registered at the Office of the Joint Sub Registrar, Nagpur – ____ in Book No. 1 at Sr. No. _____ on even date; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has proposed to construct a 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 Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor 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; 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 Vendor 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 Building Engineer(W), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(WEST)/Case No. AB-120170912115/Tracking No. 2017091482/1139/1259 Dated 16-01-2018 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.

iii) **Open 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 “SONAL ENCLAVE” consists of 1 (ONE) independent and separate Multistoreyed Building. consists of the Ground Floor and Four Upper Floors. There are 3 (Three) Apartments each on the FIRST, SECOND & THIRD FLOOR. There are 2 (Two) Apartments on FOURTH FLOOR. Thus there are in all 11 (ELVEN) 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 Vendor at the time of Booking.

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

iii) Rs. _____/- (_____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Developer/ Promoter/ 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 Vendor/Developer/ Promoter/ Confirming Party 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 Vendor 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 Vendor 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 Vendor/ Developer/ Promoter/ Confirming Party hereby represents and warrants to the Purchaser as follows :

i. The Vendor has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor 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. The Vendor/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 Vendor's 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 Vendor's 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 Vendor/ 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 Vendor 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 Vendor/ 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 Vendor/ 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 Vendor/ 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 Vendor/ 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 Vendor/ Developer/ Promoter/ Confirming Party within fifteen days of demand by the Vendor/ Developer/ Promoter/ Confirming Party, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor/ Developer/ Promoter/ 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 Vendor/ Developer/ Promoter/ Confirming Party.

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

xii. Till completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor/ 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 Vendor/ 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 Vendor/ 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 Vendor 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. VANSHIKA DEVELOPERS AND PROMOTERS**

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. VANSHIKA DEVELOPERS AND PROMOTERS

61, Rani Indirabai Bhonsle, Vihar Colony, Tulsibag Road,

Mahal, Nagpur

Notified Email ID : _____

It shall be the duty of the Purchaser and the Vendor/ 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 Vendor/ 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 Vendor/ 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 THOSE Pieces and parcel of land bearing Plot Nos. 16 (SIXTEEN) & 17 (SEVENTEEN), out of the layout of Aishwari Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, containing by total admeasurement 476.888 Sq. Mtrs. (OR 5133.222 Sq. Ft.) (As per NIT Release Letter), being a portion of the entire land bearing Kh. Nos. 9 and 9/3 of Mouza – SONEGAON, P.S.K. 44, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 24

and Sheet No. 257/4, both situated in the layout of Aishwari Sahakari Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	**-**	**9.00 MTRS. WIDE ROAD**
ON THE WEST	**-**	**9.00 MTRS. WIDE ROAD**
ON THE NORTH	**-**	**PLOT NOS. 14 & 15**
ON THE SOUTH	**-**	**9.00 MTRS. WIDE ROAD**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : "SONAL ENCLAVE"

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

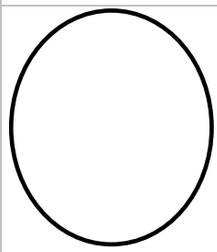
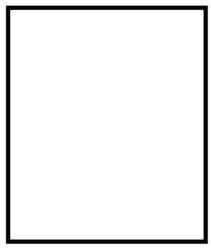
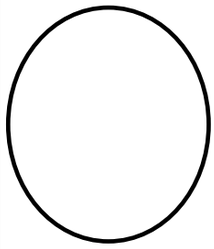
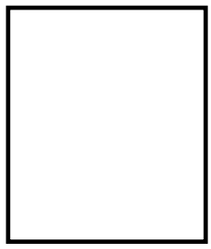
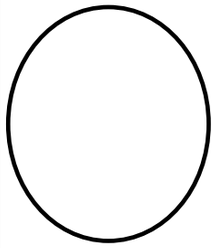
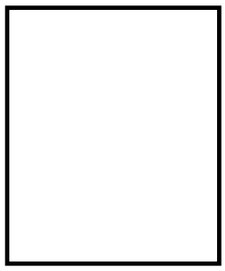
[Description of common areas and facilities]

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			**(MRS. SONAL SHASHIKANT KALAMBE)** **Proprietress of M/s. Vanshika Developers and Promoters as duly Constituted Attorney for Vendor named hereinabove** **VENDOR**
02			**FOR VANSHIKA DEVELOPERS AND PROMOTERS** **(MRS. SONAL SHASHIKANT KALAMBE)** **Proprietress** **DEVELOPER/PROMOTER/CONFIRMING PARTY**
03			**(_____)** **PURCHASER**
WITNESSES : **(1) _____**			**(2) _____**