

**AGREEMENT TO SELL FOR ₹. /- ONLY**  
**(RUPEES ONLY)**  
**MARKET VALUE ₹. /-**  
 Item No. \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this \_\_\_\_\_ Day of JULY, 2016, BETWEEN - (1) **MR. ANIL S/o VISHNUPANT PARGAONKAR**, Aged about 58 Years, Occupation - Service, (Income Tax PAN - ABIPF1944P) (Aadhar No. 317421685344) (Mobile No. 9423102897), Resident of Plot No. K-3, West High Court Road, Near Bank of Baroda, Laxmi Nagar, Nagpur, Pin Code No. 440022 Tahsil And District NAGPUR, (2) **DR. CHETAN S/o JAYANT GADGIL**, Aged about 45 Years, Occupation - Service, (Income Tax PAN - ALDPS6195C) (Mobile No. 9850348524) Residents of D-2/16, NCL Colony, Dr. Homi Bhabha Road, Pune Pin Code No. 411003, (3) **DR. MISS. RUHI D/o SUBHASH BAKHARE**, Aged about 37 Years, Occupation - Service, (Income Tax PAN - ADTPB9442G) (Aadhar No. 274905772106) (Mobile No. 9655094245), Residents of Apartment No A-1 "Devdutta Apartments" Plot No.5 Eastern Portion Laxmi Nagar Nagpur, Pin Code No. 440022 Tahsil And District NAGPUR, (4) **MRS. NAYANA SADASHIVAN**, Aged about 58 Years, Occupation - Service, (Income Tax PAN - AIRPS5601C) (Aadhar No. 271313475295) (Mobile No. 9423680958), Resident of Flat No. 201-B, Abardkar Sankul, South Ambazari Road, Behind J.P. Chambers, Madhav Nagar, Nagpur, Pin Code No. 440010 Tahsil And District NAGPUR, (5) **MRS. SUMEDHA W/o SUDHIR THENGDI**, Aged about 58 Years, Occupation - Service, (Income Tax PAN - AATPT5836G) (Aadhar No. 211555890654) (Mobile No. 9422805094), Resident of Plot No. H-3, Arjuniya Apartment, Near Bal Jyoti, Laxminagar, Nagpur, Pin Code No. 440022 Tahsil And District NAGPUR, (6-A) **MRS. VASUDHA W/o SANJAY ALONE**, Aged about 53 Years, Occupation - Service, (Income Tax PAN - AAPPN8907C), (6-B) **MR. SANJAY S/o RAMBHAU ALONE**, Aged about 52 Years, Occupation - Service, (Income Tax PAN - ADPPA8517L), (Mobile No. 7722055655), Both Residents of second floor "Devdutta Apartments" Plot No.5 Eastern Portion Laxmi Nagar Nagpur, Pin Code No. 440022 Tahsil And District NAGPUR, (7) **SHRI. PRAKASH S/o VINAYAK BODEKAR**, Aged about 58 Years, Occupation - Agriculturist, (Income Tax PAN - AYQPB7790J) (Aadhar Card No. 653070362233), (Mobile No. 9850317741), Resident of Plot No. 5 in Block "V" (V-5), Scientific Society, Laxminagar, Nagpur, Tahsil and District - NAGPUR AND (8) **MRS. NANDA W/o KIRAN DESHPANDE** (Maiden Name Nandita D/o Vinayak Bodekar), Aged about 55 Years, Occupation - Retired, (Income Tax PAN - ABFPG7724A) (Aadhar Card No. 4290 9486 2471) (Mobile No. 9822507173) Resident of Plot No. 5 in Block "V" (V-5), Scientific Society, Laxminagar, Nagpur, Tahsil and District - NAGPUR, the aforesaid Nos. 1 to 8 all acting through their Constituted Attorney **M/s. DELTA DEVELOPERS**, a Partnership Firm having its Office at Plot No. 54/B, Shri Tower, Near Sai Walika Lawn, Shankar Nagar, Nagpur, (Income Tax PAN - AAHFD508BJ), acting through its Partner **SHRI NARENDRA S/o BABURAO SATPUTE**, Aged about 45 Years, Occupation - Business, (Income Tax PAN - AQLPS9878E and Aadhar Card No. 981691351772) (Mobile No. 9423160471), Resident of Near RSS Building, Mahat, Nagpur, Pin Code No. 440002 in Tahsil & District - NAGPUR, hereinafter called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDORS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

**AND**

**MR.** \_\_\_\_\_, aged about \_\_\_\_\_ years, Occupation - \_\_\_\_\_, (Income Tax PAN - \_\_\_\_\_) (Aadhar No. \_\_\_\_\_), (Mobile No. \_\_\_\_\_), Resident of \_\_\_\_\_ Pin Code No. \_\_\_\_\_ Tahsil - \_\_\_\_\_ and District - NAGPUR, 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 his/her/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

**AND**

**M/s. DELTA DEVELOPERS**, a Partnership Firm having its Office at Plot No. 54/6, Shri Tower, Near Sai Waska Court, Shankar Nagar, Nagpur; (Income Tax PAN - AAHFD5008J), acting through its Partner **SHRI NARENDRA S/o BABURAO BATPUTE**, Aged about 45 Years, Occupation - Business, (Income Tax PAN - AQUIR58978E and Aadhar Card No. 8816913517771) (Mobile No. 9423106471), Resident of Near RSS Building, Mahal, Nagpur, Pin Code No. 440002 in Tahsil & District - **NAGPUR**, hereinafter called the **DEVELOPER/CONFIRMING PARTY**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **COMPANY** and its **DIRECTORS**, as well as, its legal representatives, liquidators, executors, administrators, successors and assigns of the **THIRD PART**.

**WHEREAS** ALL THAT Piece and Parcel of land bearing Plot No. 5 in Block "V" (V-5) out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, containing by admeasurements 746.92 Sq. Mtrs. (i.e. 8040 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1 of Mouza - AJNI, P.S.K: 9, bearing Corporation House No. 394-E City Survey No. 418 and Sheet No. 2 & 33 of Mouza - AJNI, situated at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, Circle No. 20, Division No. 8 in Tahsil and District - **NAGPUR**, Originally belonged to The Scientific Co-operative Housing Society Limited, Nagpur, a Society duly registered under the Co-operative Societies Act (II) of 1912, bearing Registration No. 321 having its registered Office at Laxminagar, Nagpur; **AND**

**WHEREAS**, the aforesaid The Scientific Co-operative Housing Society Limited, Nagpur lateron transferred/sold the said Plot No. V-5 by way of sale to one of its Share Holder Member **Shri Vinayak S/o Dattatraya Bedekar**, by a Sale Deed Dated 07/12/1959, which is duly registered in the Office of the Joint Sub Registrar, Nagpur; **AND**

**WHEREAS**, the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust under an Agreements Dated 13/04/1942 and 22/02/1952 made between the aforesaid Society and the Nagpur Improvement Trust, Nagpur; **AND**

**WHEREAS**, a Supplementary Deed of Rectification and Modification is also executed by the aforesaid The Scientific Co-operative Housing Society Limited, Nagpur in favour of **Shri Vinayak Dattatraya Bedekar** on 07-09-1968, which is registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 4752 on even date; **AND**

**WHEREAS**, the aforesaid **Shri Vinayak S/o Dattatraya Bedekar** lateron constructed a Residential House on the said Plot No. V-5, bearing Corporation House No. 394-E, City Survey No. 418 and Sheet No. 2 & 33 of Mouza - Ajni in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/11300/5446 Dated 15/11/1983; **AND**

**WHEREAS** the aforesaid **Shri Vinayak S/o Dattatraya Bedekar** lateron decided to develop the Eastern Portion of the said Plot No. V-5 into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. And accordingly by an Agreement of Development and Sale Dated 07-05-1985 he had entrusted the entire work of Development of the said Eastern Portion containing by admeasurement 4106 Sq. Ft. (OR 361.456 Sq.

Mrs.) out of Plot No. V-5 containing by total admeasurement 8940 Sq. Ft. (OR 748,834 Sq. Mtrs.), situated at Scientific Society, Laxminagar, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tehsil and District - Nagpur to M/s. Kelkar Construction Company, a Partnership Firm having its Office at Nagpur upon the several terms and conditions contained therein. The said M/s. Kelkar Developers lateron developed the said Eastern Portion into a Residential Estate by constructing a Multistoreyed Building thereon known and styled as "DEVOUTTA APARTMENTS"; AND

WHEREAS, the aforesaid Shri Vinayak Dattatraya Bedekar lateron retained the remaining portion (i.e. Western Portion of the said Plot No. V-5 containing by admeasurement 3934 Sq. Ft. (OR 365,477 Sq. Mtrs.)) Togetherwith the existing Residential House standing thereon for his exclusive use and occupation; AND

WHEREAS the aforesaid Mr. Vinayak Dattatraya Bedekar lateron decided to develop the said Plot of land into a Residential Estate by constructing a Multistoreyed Building thereon consisting of 6 (Six) self contained separate apartments therein; AND

WHEREAS the said Mr. Vinayak Dattatraya Bedekar has accordingly prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot of land and to be known and styled as "DEVOUTTA APARTMENTS" and the same is also duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/2328445 Dated 24.05.1985; AND

WHEREAS the said Mr. Vinayak Dattatraya Bedekar lateron complete the construction of the said Multistoreyed Building known as "DEVOUTTA APARTMENTS" in accordance with the aforesaid duly sanctioned Plan dated 24.05.1985; AND

WHEREAS On completion of the said Multistoreyed Building undivided share in the said Plot of land and apartments were transferred to the various owners as under :-

WHEREAS Mr. Vinayak Dattatraya Bedekar lateron transferred/sold Apartment No. A on the GROUND FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to (1) Mr. Jayant Shreekrishna Gadgil (2) Mrs. Jayashree Jayant Gadgil, by a Sale Deed Dated 18.08.1988, which is registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1, Volume No. 1126 on pages 53 to 62 at Registered Serial No. 6776 (P) on even date; AND

WHEREAS the aforesaid Mr. Jayant Shreekrishna Gadgil left for heavenly abode on 17.12.2012 and his wife Mrs. Jayashree Jayant Gadgil also left for heavenly abode on 09.02.2008 and consequent upon their death/demise their aforesaid property devolved upon his only son Mr. Chetan Jayant Gadgil and only married Daughter namely Mrs. Nandita Anand Nashikkar, by way of will and intestate succession being the legal heirs of the deceased; AND

WHEREAS Mrs. Nandita Anand Nashikkar relinquished her share in the Apartment No. A on the GROUND FLOOR of "DEVOUTTA APARTMENTS" in favour of her Brother Mr. Chetan Jayant Gadgil, by Registered Relinquishment Deed dated 24.12.2013, which is registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Registered Serial No. 7611 on 24.12.2013; AND

WHEREAS Mr. Vinayak Dattatraya Bedekar alongwith M/s Kelkar Construction Company lateron transferred/sold Apartment No. B (as Per Deed of Declaration Apartment No. 001) on the GROUND FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to Mr. Madhukar Gopalrao Vaze

by a Sale Deed Dated 28.01.1988, which is registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 Volume No. 995 on pages 98 to 102 at Registered Serial No. 1057(P) on even date; AND

WHEREAS Mr. Madhukar Gopindra Vaze lateron transferred/sold the aforesaid Apartment No. B (as Per Deed of Declaration Apartment No. 001) on the GROUND FLOOR of "DEVOUTTA APARTMENTS", by way of sale to Mr. Anil Vishnupant Pargaonkar by a Sale Deed Dated 31.10.2004, which is registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Registered Serial No. 3025; AND

WHEREAS Mr. Vinayak Dattatraya Bedekar alongwith M/s Kalkar Construction Company lateron transferred/sold Apartment No. A-1 on the FIRST FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to Mr. Ashok Kumar Narayannao Gadkari by a Sale Deed Dated 28.01.1988, which is registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Registered Serial No. 1058 on even date; AND

WHEREAS Mr. Ashok kumar Narayannao Gadkari lateron in his turn transferred/sold aforesaid property comprising Apartment No. A-1 on the FIRST FLOOR of "DEVOUTTA APARTMENTS", by way of sale to Shri Anant Nikanth Telang by a Sale Deed Dated 01.06.1998, which is registered in the Office of the Sub-Registrar, Nagpur-3 in Addl Book No. 1 Volume No. 325 on pages 21 to 25 at Serial No. 2756; AND

WHEREAS Shri Anant Nikanth Telang lateron in his turn transferred/sold aforesaid property comprising Apartment No. A-1 on the FIRST FLOOR of "DEVOUTTA APARTMENTS", by way of sale to Dr. Rishi Subhashi Bakhare by a Sale Deed Dated 11.07.2011, which is registered in the Office of the Sub-Registrar, Nagpur-4 in Addl Book No. 1 at Serial No. 3886; AND

WHEREAS Mr. Vinayak Dattatraya Bedekar alongwith M/s Kalkar Construction Company lateron transferred/sold Apartment No. A-2 on the SECOND FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to (1) Mrs. Asha Ajit Deshpande, (2) Mr. Ajit Prabhakar Deshpande, by a Sale Deed Dated 08.12.1988, which is registered in the Office of the Sub-Registrar, Nagpur-2 in Additional Book No. 1A Volume No. 572 on Pages 90 to 94 at Registered Serial No. 4397 (P) on even date; AND

WHEREAS (1) Mrs. Asha Ajit Deshpande, (2) Mr. Ajit Prabhakar Deshpande lateron further transferred/sold Apartment No. A-2 on the SECOND FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to Mrs. Sumedha Sudhir Thengdi, by a Sale Deed Dated 11.05.1987, which is registered in the Office of the Sub-Registrar, Nagpur-2 in Additional Book No. 1A Volume No. 655 on Pages 33 to 37 at Registered Serial No. 5197 (P) on 11.11.1987; AND

WHEREAS Mr. Vinayak Dattatraya Bedekar alongwith M/s Kalkar Construction Company lateron transferred/sold Apartment No. B-1 on the FIRST FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to Mrs. Nilima Vijayrao Nishanidar, by a Sale Deed Dated 28.01.1988, which is registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Registered Serial No. 1078(P) on even date; AND

WHEREAS Mrs. Nilima Vijayrao Nishanidar lateron further transferred/sold Apartment No. B-1 on the FIRST FLOOR of "DEVOUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tehsil and District - Nagpur by way of sale to Mrs. Nayana

Sadashivan, by a Sale Deed Dated 23.05.2003, which is registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Registered Serial No. 713 on even date; AND

WHEREAS Mr. Vinayak Dattatraya Bedekar alongwith Mrs. Kelkar Construction Company lateron transferred/sold Apartment No. B-201 on the SECOND FLOOR of "DEVDDUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tahsil and District - Nagpur by way of sale to Mr. Prakash Govindrao Bhagwatwar by a Sale Deed Dated 28.01.1988, which is registered in the Office of the Sub-Registrar, Nagpur in Book No. A1 at Registered Serial No. 995 on even date; AND

WHEREAS Mr. Prakash Govindrao Bhagwatwar lateron further transferred/sold Apartment No. B-201 on the SECOND FLOOR of "DEVDDUTTA APARTMENTS", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Ajni, Nagpur, in Tahsil and District - Nagpur by way of sale to Mrs. Vasudha Sanjay Alone and Mr. Sanjay Rambhau Alone, by a Sale Deed Dated 08.03.2006, which is registered in the Office of the Sub-Registrar, Nagpur-6 in Book No. 1 at Registered Serial No. 1078; AND

WHEREAS the then Owners Mr. Anant Nilkanth Telang, Mr. Prakash Govindrao Bhagwatwar, Mrs. Nayana Sadashivan, Madhukar Gopalrao Vaze, Mrs. Sumedha Sudhir Thengdi, Jayant Shreekrishna Gadgil, Mrs. Jayantree Jayant Gadgil also submitted the aforesaid property comprising Plot of land Togetherwith the existing Multistoreyed Building standing thereon known and styled as "DEVDDUTTA APARTMENTS" to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration on 18.08.2004 and the same is registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2271 on even date; AND

WHEREAS as a result therefore the aforesaid (1) Mr. Anil Vishnupant Pargaonkar, (2) Dr. Chetan Jayant Gadgil (3) Dr. Miss. Ruhl Subhash Bakhare, (4) Mrs. Nayana Sadashivan, (5) Mrs. Sumedha Sudhir Thengdi (6-A) Mrs. Vasudha Sanjay Alone, (6-B) Mr. Sanjay Rambhau Alone have now become the Joint/Co-Owners of the aforesaid entire property comprising Plot of land Togetherwith the entire R.C.C. Superstructures comprising a Multistoreyed Building standing thereon known and styled as "DEVDDUTTA APARTMENTS", situated at Laxminagar, Nagpur in Tahsil and District - Nagpur; AND

WHEREAS, the aforesaid Shri Vinayak Dattatraya Bedekar left for heavenly abode on 20-08-2003 and his wife Smt. Mangla Vinayak Bedekar also left for heavenly abode on 17-01-2009 and consequent upon their deaths the Western Portion of the said Plot No. V-5 devolved upon their only son Shri Prakash Vinayak Bedekar and only daughter Mrs. Nanda Kiran Deshpande jointly by way of intestate succession, being the only legal heirs of the deceased. As a result therefore the said Shri Prakash Vinayak Bedekar, and Mrs. Nanda Kiran Deshpande have now become the Joint/Co-owners of the said property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the aforesaid Owners namely (1) Mr. Anil Vishnupant Pargaonkar, (2) Dr. Chetan Jayant Gadgil, (3) Dr. Miss. Ruhl Subhash Bakhare, (4) Mrs. Nayana Sadashivan, (5) Mrs. Sumedha Sudhir Thengdi, (6-A) Mrs. Vasudha Sanjay Alone, (6-B) Mr. Sanjay Rambhau Alone, (7) Shri. Prakash Vinayak Bedekar, And (8) Mrs. Nanda Kiran Deshpande (Maiden Name Nanda Vinayak Bedekar), jointly decided to develop the said property comprising Plot No. 5 in Block "V" (V-5) into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly by an Agreement of Development dated 06.08.2018, the Vendor Nos. 1 to 6-B namely (1) Mr. Anil Vishnupant Pargaonkar, (2) Dr. Chetan Jayant Gadgil, (3) Dr. Miss. Ruhl

Subhash Bakhare, (4) Mrs. Nayana Sadashivan, (5) Mrs. Sumedha Sudhir Thengdi, (6-A) Mrs. Vasudha Sanjay Alone and (6-B) Mr. Sanjay Rambhau Alone, jointly have entrusted the entire work of Development of the said Eastern Portion of the said Plot No. V-5 to the Developer M/S. DELTA DEVELOPERS, acting through its Partner Shri Narendra Baburao Satpute. The said Agreement of Development is duly Registered in the office of the Sub Registrar Nagpur No. 4 at Sr. No. 4657/2018 on 08.08.2018 on payment of requisite Stamp Duty and Registration Fees payable thereon (*hereinafter referred to as "the Development Agreement"*), AND

WHEREAS for completion of the development works speedily, the Vendors Nos. 1 to 6-B namely (1) Mr. Anil Vishnupant Pargaonkar, (2) Dr. Chetan Jayant Gadgil, (3) Dr. Mica. Ruhi Subhash Bakhare, (4) Mrs. Nayana Sadashivan, (5) Mrs. Sumedha Sudhir Thengdi, (6-A) Mrs. Vasudha Sanjay Alone and (6-B) Mr. Sanjay Rambhau Alone, jointly have also executed a General Power of Attorney relating to the said Eastern Portion of the said Plot No. V-5 in favour of M/S. DELTA DEVELOPERS, acting through its Partner Shri Narendra Baburao Satpute on 08.08.2017 and thereby allowed them to develop the said property and the said Attorney is registered in the Office of the Sub-Registrar, Nagpur - 4 in Book No. 4 at Sr. No. 4658/2018 on 06.08.2018; (*hereinafter referred to as "the Power of Attorney"*), AND

WHEREAS in the like manner accordingly by an Agreement of Development dated 23.08.2018, the Vendors Nos. 7 & 8 namely Shri. Prakash Vinayak Bedekar and Mrs. Nanda Kiran Deshpande (Maiden Name Nanda Vinayak Bedekar), jointly have entrusted the entire work of Development of the Western Portion of the said Plot No. V-5 to the Developer M/S. DELTA DEVELOPERS, acting through its Partner Shri Narendra Baburao Satpute. The said Agreement of Development is Registered in the office of the Sub Registrar Nagpur No. 4 at Sr. No. 5053/2018 on 23.08.2018 on payment of requisite Stamp Duty and Registration Fees payable thereon (*hereinafter referred to as "the Development Agreement"*), AND

WHEREAS for completion of the development works speedily the Vendor Nos. 7 & 8 namely Shri. Prakash Vinayak Bedekar and Mrs. Nanda Kiran Deshpande (Maiden Name Nanda Vinayak Bedekar), jointly have also executed a General Power of Attorney relating to the said Western Portion of the said Plot No. V-5 in favour of M/S. DELTA DEVELOPERS, acting through its Partner Shri Narendra Baburao Satpute on 23.08.2018 and thereby allowed them to develop the said property and the said Attorney is duly registered in the Office of the Sub-Registrar, Nagpur - 4 in Book No. 4 at Sr. No. 5054/2018 on 23.08.2018; (*hereinafter referred to as "the Power of Attorney"*), AND

WHEREAS in pursuance of the aforesaid Agreement, the Developers M/S. DELTA DEVELOPERS has accordingly prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot No. 5 in Block "V" (V-5) and to be known and styled as "SHREE VINAYAK APARTMENTS" and the same is duly sanctioned and approved by the Assistant Director, Town Planning Department of Nagpur Municipal Corporation vide his Building Permit No. 102/BP/AJN/ITP/NMC/410 dated 15-05-2019; AND

WHEREAS, the Vendors/Developer/Confirming Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the Vendor is in possession of the project land and the Vendor/Developer/Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the Vendor/Developer/Confirming Party has proposed to construct on the project land. The entire Ground Floor is meant for all covered parking area. There are \_\_\_\_\_ (\_\_\_\_\_) Apartments on the \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ (\_\_\_\_\_) Apartments on the \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ (\_\_\_\_\_) Apartments on \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ (\_\_\_\_\_) Apartments on \_\_\_\_\_ FLOOR and there are \_\_\_\_\_ (\_\_\_\_\_) Apartments on the \_\_\_\_\_ FLOOR. Thus there are in all \_\_\_\_\_ (\_\_\_\_\_) self contained separate Apartments therein; AND

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

WHEREAS, the Vendor/Developer/Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the multistoried building and the Vendor/Developer/Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS, the Vendor/Developer/Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor/Developer/Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS, on demand from the Purchaser(s), the Vendor/Developer/Confirming Party has given inspection to the Purchaser(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Developer/Confirming Party's Architects Mr. Ravi Sankarsan 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(s) 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/Developer/Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor/Developer/Confirming Party to sell the same on ownership basis. The Purchaser(s) hereby confirms that the Vendor/Developer/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(s) and the Purchaser(s) is/are satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/Developer/Confirming Party; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor/Developer/Confirming Party, 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 'B', respectively; AND

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

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser(s) have been annexed and marked as Annexure-D;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors/Developer/Confirming Party 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 Vendors/Developer/Confirming Party has an ongoing project and 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 Purchaser(s). 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 which is duly registered in the office Sub-Registrar Nagpur-\_\_\_\_ in Book No.1 at Sr. No.\_\_\_\_ on \_\_\_\_\_ and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his successors in title and revised Deed of Declaration shall be registered shortly as per RERA AND;

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

WHEREAS, the Purchaser(s) has applied to the Vendors/Developer/Confirming Party for purchase of Apartment No.\_\_\_\_ on \_\_\_\_\_ FLOOR of a building proposed to be constructed thereon and to be known and styled as "SHREE VINAYAK APARTMENTS";

WHEREAS, the carpet area of the said Apartment is \_\_\_\_\_ square meters; Terrace 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(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser(s)), but includes the area covered by the internal partition walls of the apartment AND;

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 AND;

WHEREAS, prior to the execution of these presents the Purchaser(s) has paid to the Vendors/Developer/Confirming Party a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Vendors/Developer/Confirming Party to the Purchaser(s) as advance payment or Application Fee in the following manner :-

₹. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid by the Purchaser(s) to the Developer/Confirming Party by Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ the receipt whereof is hereby acknowledged by the Developer/Confirming Party

₹. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid by the Purchaser(s) to the Developer/Confirming Party by Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn on \_\_\_\_\_ the  
 receipt whereof is hereby acknowledged by the Vendor/Developer/Confirming Party.

(the payment and receipt whereof the Vendor/Developer/Confirming Party hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the Vendor/Developer/Confirming Party the balance of the sale consideration in the manner hereinafter appearing:

WHEREAS, the Vendor/Developer/Confirming Party has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and will complete registration formalities before due date AND,

WHEREAS, under section 13 of the said Act the Vendor/Developer/Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908 AND,

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer/Confirming Party hereby agrees to sell and the Purchaser(s) 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 Multistored Building. The entire Ground Floor is meant for slot covered parking area. There are \_\_\_\_\_ Apartments on the \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ Apartments on the \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ Apartments on \_\_\_\_\_ FLOOR. There are \_\_\_\_\_ Apartments on \_\_\_\_\_ FLOOR and there are \_\_\_\_\_ Apartments on the \_\_\_\_\_ FLOOR. Thus there are in all \_\_\_\_\_ Apartments to be constructed by the Vendor/Developer/Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Vendor/Developer/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(s), except any alteration or addition required by any Government Authorities or due to change in law.

1.a () The Purchaser(s) hereby agrees to purchase from the Vendor/Developer/Confirming Party and the Vendor/Developer/Confirming Party hereby agrees to sell to the Purchaser Apartment No. \_\_\_\_\_ having carpet area measuring \_\_\_\_\_ Sq. Metres on \_\_\_\_\_ FLOOR (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the total sale consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which includes:

7. \_\_\_\_\_/- towards cost of Apartment includes being 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.

1.b Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is Rs. \_\_\_\_\_/-.

1.c The Purchaser(s) has/have paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total

consideration) as advance payment or Application Fee and hereby agree to pay to the Vendor/Developer/Confirming Party the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the following manner:-

- i) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 30% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of execution of this Agreement.
- ii) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 45% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.
- iii) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 70% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of completion of the slabs including podiums and stairs of the building or wing in which the said Apartment is located.
- iv) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 75% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 80% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 85% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser(s) to the Vendor/Developer within \_\_\_\_\_ days from the date of 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.
- viii) Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) Only agreed to be paid by the Purchaser(s) to the Vendor/Developer 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)

*Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.*

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer/Confirming Party by way of Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor/Developer/Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor/Developer/Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the

Vendors/Developer/Confirming Party 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. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e 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 Vendors/Developer/Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.f The Total Price is escalation-free; save and except escalations/increases, due to increase in 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 Vendors/Developer/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 Vendors/Developer/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.g THAT the Vendors/Developer/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 Vendors/Developer/Confirming Party.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendors/Developer/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.i THAT, the Vendors/Developer/Confirming Party may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser to the Vendors/Developer/Confirming Party by discounting such early payments @ 0.5% per annum for the period by which the respective installments has been pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the purchaser by the Vendors/Developer/Confirming Party [if applicable].

1.j THAT, the Vendors/Developer/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 Vendors/Developer/Confirming Party. If there is any

reduction in the carpet area beyond the defined limit, then the Vendor/Developer/Confirming Party 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/Developer/Confirming Party 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.k The Purchaser do hereby authorizes the Vendor/Developer/Confirming Party to adjust/propagate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor/Developer/Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor/Developer/Confirming Party to adjust his/her payments in any manner.

2.1 THAT, the Vendor/Developer/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/Developer/Confirming Party as well as the Purchaser. The Vendor/Developer/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/Developer/Confirming Party as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendor/Developer/Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is as per Sanctioned Map only and Vendor/Developer/Confirming Party has planned to utilize Floor Space Index as per Sanctioned Map by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor/Developer/Confirming Party has disclosed the Floor Space Index as per Sanctioned Map as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor/Developer/Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Developer/Confirming Party only.

4.1 If the Vendor/Developer/Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor/Developer/Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules, 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 Vendor/Developer/Confirming Party, 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/Developer/Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer/Confirming Party.

4.2 Without prejudice to the right of Vendors/Developer/Confirming Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendors/Developer/Confirming Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendors/Developer/Confirming Party shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Developer/Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) 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 Vendors/Developer/Confirming Party.

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 Vendors/Developer/Confirming Party in the said building and the Apartment as are set out in 'Annexure E', annexed hereto.

6. The Vendors/Developer/Confirming Party shall give possession of the Apartment to the Purchaser on or before 31<sup>st</sup> day of December 2019 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 Vendors/Developer/Confirming Party any other reasonable cause and the Purchaser agrees 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 Vendors/Developer/Confirming Party, if the Vendors/Developer/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 Vendors/Developer/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 Vendors/Developer/Confirming Party received the sum till the date the amounts and interest therein is repaid.

Provided further that the Vendors/Developer/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 Service Tax, VAT Tax, GST etc. are paid by the Purchaser in full to the Vendors/Developer/Confirming Party hereto.

Provided further that the Vendors/Developer/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;
- (iv) non-availability of steel, cement or any other building materials, water or electric supply, any delay on the part of the Office of the Hapur Municipal Corporation or any other public body or Authority, including the M.S.E.D.C.L. in issuing or granting necessary Certificates/NOCs/Permissions/licenses/Connections of any service such as Electricity, Drains and Water Connections and Meter to the said Project under construction by the Vendors/Developer/Confirming Party on the said land, any other reasons beyond the control of the Vendors/Developer/Confirming Party.

**7.1 Procedure for taking possession** - The Vendors/Developer/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 Vendors/Developer/Confirming Party shall give possession of the said Apartment to the Purchaser. The Vendors/Developer/Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors/Developer/Confirming Party. The Purchaser agrees to pay the maintenance charges as determined by the Vendors/Developer/Confirming Party or Association of Purchasers, as the case may be.

**7.2** The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendors/Developer/Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

**7.3** THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendors/Developer/Confirming Party else Purchaser shall be treated as a trespasser.

**7.4** THAT the Vendors/Developer/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, Maintenance charges, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration with Purchaser, the Vendors/Developer/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 cost 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 Vendors/Developer/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 multi-storied 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

4.2 Without prejudice to the right of Vendors/Developer/Confirming Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendors/Developer/Confirming Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendors/Developer/Confirming Party shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Developer/Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) 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 Vendors/Developer/Confirming Party.

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 Vendors/Developer/Confirming Party in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Vendors/Developer/Confirming Party shall give possession of the Apartment to the Purchaser on or before 31<sup>st</sup> day of December 2018 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 Vendors/Developer/Confirming Party any other reasonable clause 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 Vendors/Developer/Confirming Party. If the Vendors/Developer/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 Vendors/Developer/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 Vendors/Developer/Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendors/Developer/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 Service Tax, VAT Tax, GST etc. are paid by the Purchaser in full to the Vendors/Developer/Confirming Party hereto.

maintenance

**7.5 Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Vendors/Developer/Confirming Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Vendors/Developer/Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors/Developer/Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2 such 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 and his successors in title.

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

**7.8** If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendors/Developer/Confirming Party 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, whenever possible such defects shall be rectified by the Vendors/Developer/Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendors/Developer/Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendors/Developer/Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendors/Developer/Confirming Party shall not be liable to make good of the defect.

That it shall be the responsibility of the Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment/Flat/Unit are regularly filled with white cement/epoxy to prevent water seepage.

That the Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the R.C.C. structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

If any time, after execution of this agreement, the service tax and Value Added Tax (VAT) GST etc is imposed/increased under respective statute by the Central and state government respectively and

further of any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/letter by the Central or the state Government or by the local authority or by any revenue or other authority, on the said Apartment/Flat/Unit or this agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser. The Purchaser hereby always indemnifies the Vendors/Developer/Confirming Party from all such levies, cost and consequences. Provided that the Vendors/Developer/Confirming Party shall provide to the Purchaser the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Vendors/Developer/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/dishurb it, nor obstruct its viability in any way. The Vendors/Developer/Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendors/Developer/Confirming Party.

9.1 That the Vendors/Developer/Confirming Party 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.

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 inter se, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The Vendors/Developer/Confirming Party shall, within 6 (Six) months from the date of 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 interest of the Vendors/Developer/Confirming Party and for the Owner in the said structure of the building in which the said apartment is situated.

9.5 Within 15 days after notice in writing is given by the Vendors/Developer/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. 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 clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and buildings. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendors/Developer/Confirming Party 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 Vendors/Developer/Confirming Party provisional monthly contribution as determined by the Vendors/Developer/Confirming Party per month towards the outgoings. The amounts so paid by the Purchaser to the Vendors/Developer/Confirming Party shall not carry any interest and remain with the Vendors/Developer/Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

#### **10. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPER/CONFIRMING PARTY:-**

The Vendors/Developer/Confirming Party hereby represents and warrants to the Purchaser as follows:-

- i. The Vendors/Developer/Confirming Party 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 Vendors/Developer/Confirming Party 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 and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendors/Developer/Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- vi. The Vendors/Developer/Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- vii. The Vendors and/or Vendors/Developer/Confirming Party 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 Vendors/Developer/Confirming Party confirms that the Vendors/Developer/Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

- bc. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
3. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendor/Developer/Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners.
- xi. The Vendor/Developer/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.
- 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 and/or the Vendor/Developer/Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.
11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Vendor/Developer/Confirming Party 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/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/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/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 tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Vendors/Developer/Confirming Party under the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendors/Developer/Confirming Party within fifteen days of demand by the Vendors/Developer/Confirming Party, 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 Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendors/Developer/Confirming Party under this Agreement are fully paid up.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendors/Developer/Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendors/Developer/Confirming Party shall bear and pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

xiv. THAT the Purchaser hereby specifically agree to deposit ₹. 1,12,000/- (Rupees One Lakh Twelve Thousand Only) separately towards maintenance fund with the Vendor, before taking over possession or Sale Deed of the Apartment and shall thereafter pay separately the monthly maintenance charges at such rate that may be fixed by the Association of Apartment owners from time to time. The Vendor shall hand over the deposits collected from individual Purchaser to the Association of Apartment Owners when formed.

xv. The Vendor/Developer/Confirming Party may charge the Purchaser separately for upgradation changes specifically requested or approved by Purchaser in fittings fixtures and specifications and any other facility which have been done on Purchaser request or approval but which have not been agreed upon herein as shown in website registered Authority.

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

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim even 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/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 apportion this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

16. **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Vendor/Developer/Confirming Party does not create a binding obligation on the part of the Vendor/Developer/Confirming Party or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Developer/Confirming Party. If the Purchaser(s) fails to execute and deliver to the Vendor/Developer/Confirming Party 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/Developer/Confirming Party, then the Vendor/Developer/Confirming Party shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

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

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

**19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS :** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

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

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

**24. The Purchaser and/or Vendors/Developer/Confirming Party shall present this Agreement as well as the Sub Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendors/Developer/Confirming Party will attend such Office and admit execution thereof.**

**25. That all notices to be served on the Purchaser and the Vendors/Developer/Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or**

the Vendors/Developer/Confirming Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :-

MR. \_\_\_\_\_  
 (Name of Purchaser)  
 Resident of \_\_\_\_\_  
 (Address of Purchaser)  
 Email ID : \_\_\_\_\_

MI. DELTA DEVELOPERS  
 (Name of Developer/Confirming Party name)  
 Office at Plot No. 54/B, Shri Tower, Near Sai Walika Loven, Shankar Nagar, Nagpur.  
 (Address of Developer/Confirming Party)  
 Notified Email ID : \_\_\_\_\_

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

**26. JOINT PURCHASERS :** In case there are Joint Purchasers all communications shall be sent by the Vendors/Developer/Confirming Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchasers.

**27. 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 Mile Expenses including the Lawyer's fees 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 settle 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, 2015; Rules and Regulations, thereunder.

**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 for this Agreement.

**30. THAT** for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

#### FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED \_\_\_\_\_ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 5 In Block "V" out of the sanctioned layout of the Scientific Co-operative Housing Society Limited, Nagpur, containing by total admeasurements 746.02 Sq. Mtrs. (i.e. 8045 Sq. Ft.) being a portion of the entire land bearing Khazra Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1 of Mouza - AJNI bearing Corporation House No. 384-E, City Survey No. 416 and Sheet No. 2 and 31 of Mouza - AJNI, situated at Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tehsil and District - NAGPUR and bounded as under :-

|              |   |                         |
|--------------|---|-------------------------|
| ON THE EAST  | + | PLOT NO. 6 in Block "V" |
| ON THE WEST  | + | ARUNGDAY APARTMENT      |
| ON THE NORTH | + | 40 FT. WIDE ROAD        |
| ON THE SOUTH | + | OPEN LAND AND CANAL     |

**SECOND SCHEDULE REFERRED TO ABOVE**

(Description of Apartment hereby agreed to be sold)

ALL THAT R.C.C. Superstructure comprising Apartment No. \_\_\_\_\_ covering a Carpet area of \_\_\_\_\_ square meters, Terrace area of \_\_\_\_\_ square meters on the \_\_\_\_\_ FLOOR of a Building proposed to be constructed on the aforesaid Plot No. 5 in Block "V" to be known and styled as "SHREE VINAYAK APARTMENTS".

IN WITNESS WHEREOF the VENDORS and the PURCHASERS hereinabove named 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.  
 Declared: This Agreement to sell is a draft copy and shall be changed/customized as and when required.

**WITNESSES :-**

(1) \_\_\_\_\_

(NARENDRA BABURAO SATPUTE)  
 Partner of M/S. DELTA DEVELOPERS  
 As a duly Constituted Attorney for the Vendors hereinabove named  
VENDORS

(2) \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

FOR M/s. DELTA DEVELOPERS

(NARENDRA BABURAO SATPUTE)  
 Partner  
DEVELOPER/CONFIRMING PARTY