AGREEMENT TO SELL
Valued at Rs. _____/-
(Rupees _____ only)
Market Value Rs. _____/-

Mouza GOREWADA , City Survey No. 31, Sheet No. 31 / 32 / 35
Page No. _____ , Item No. _____ @ Rs. _____/- Per Sq. Mtr.
(Under Gunthewari Act.)

THIS AGREEMENT TO SELL is made on this **_____** day of _____**, 2019** at Nagpur , BETWEEN :

M/S MAHARANA'S, Builders, Developers & Engineers, Nagpur, Registered Partnership Firm, having its Office at 'SHIVHARE BHAWAN', Koshtipura, Sitabuldi, Nagpur, **(PAN – AABFM 6025 G)**, Acting Through its Partners, **(1) SHRI SURYAPRATAP SINGH RAGHUVEERSINGH BAGHEL**, aged about 67 years, Occupation Business Resident of 95, Lokmanya Nagar, M.I.D.C. , Hingna Road, **Nagpur – 440016 (Cell No. 9823274913) AND ; (2) SHRI VILAS SAHEBRAO DESHMUKH**, Aged about 59 years, Occupation: Business, Resident of 122, Gawande Layout, Near Telecom Nagar, **Nagpur - 4400 22, Cell No. 9823096758** hereinafter referred to as the **"VENDORS / DEVELOPERS**" which term and expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDORS / DEVELOPERS as well as its Partners, their heirs, legal representatives, executors, administrators, successors, liquidators and assigns of the **ONE PART.**

AND

1. **SHRI / SMT.** _____ aged about _____years, Occupation **_____**, **(PAN –** _____ **)** **Adhar No. _____, Cell No. _____ AND ;**

2. **SHRI / SMT.** _____ aged about _____years, Occupation _____, **(PAN – _____)** Resident of _____, **Nagpur –** _____ **,** hereinafter **jointly** referred to as the **"PURCHASER/S" OR "ALLOTTEE"** which term and expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER/S OR ALLOTTEE as well as his / her / their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART. Adhar No. _____, Cell No. _____**

WHEREAS all that piece and parcel of land admeasuring 1.12 Hectors out of Khasra No. 31/1 of **Mouza GOREWADA**, Patwari Halka No. 8-A, bearing **City Survey No. 31, Sheet No. 31 / 32 / 35** within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District Nagpur was originally owned by one Shri Kashinath Sadashiv Dodake who entered into an Agreement for sale dated 07.09.2000 of said land with The Sawan Co-operative Housing Society Ltd., Nagpur a Society registered under the Maharashtra Co-operative Societies Act, and the said Society taken over the possession of the said land from the above named recorded owner.

AND WHEREAS the said Sawan Co-operative Housing Society Ltd., Nagpur further prepared a layout plan over the said land bearing Khasra No. 31 /1 of Mouza Gorewada, Nagpur comprising of various independent / individual plots of land for its members and entered into an separate Agreement for sale all dated 07.11.2000 in respect of **Plot No. 110** admeasuring 200.06 Sq. Mtr., **Plot No. 111** admeasuring 192.01 Sq. Mtr. **and Plot No. 112** admeasuring 182.26 Sq. Mtr. **alongwith other 5 plots of land out** of said Khasra No. 31/1 with one **Smt. Ambibai Kashinath Dodke** on certain terms and conditions and also delivered the possession of all the said **plots of land** to her in part performance of contract.

AND WHEREAS the said Sawan Co-operative Housing Society Ltd., Nagpur also entered into separate Agreement for Sale all dated 07.11.2000 in respect of **Plot No. 135** admeasuring 312.201 Sq. Mtr. , **Plot No. 136** admeasuring 277.79 Sq. Mtr. and **Plot No. 137** admeasuring 249.98 Sq. Mtr. **alongwith one another plot of land out** of Khasra No. 31/1 with **Shri Kashinath Sadashiv Dodke** on certain terms and conditions and delivered the possession of all the said **plots of land** to him in part performance of contract.

AND WHEREAS the said layout over Khasra No. 31/1 of Mouza GOREWADA, Nagpur was under unauthorised layouts of Nagpur City and the Nagpur Improvement Trust, Nagpur included the said layout under the Maharashtra Gunthewari Development (Regulation , Upgradation and Control) Act, 2001 of Nagpur City accordingly Smt. Ambibai Kashinath Dodke and Shri Kashinath Sadashiv Dodke applied for regularisation of their respective plots out of Khasra No. 31/1 of **Mouza GOREWADA** , Nagpur.

AND WHEREAS the Agreement for Sale dated 07.11.2000 for purchase of Plot Nos. 107,108, 109, 110, 111, 112, 113 & 139 in the name of Smt. Ambibai Kashinath Dodke is Impounded by the Collector of Stamps on 14.05.2005 U/s. 33 by recovering Deficit Stamp Duty under Article 25 (b) and Penalty U/s. 39 of the Bombay Stamp Act., 1958 .

SIMLILARLY , the Agreement for Sale dated 07.11.2000 for purchase of Plot Nos. 135,136,137 &138 in the name of Shri Kashinath Sadashiv Dodke is Impounded by the Collector of Stamps on 14.05.2005 U/s. 33 by recovering Deficit Stamp Duty under Article 25 (b) and Penalty U/s. 39 of the Bombay Stamp Act., 1958 .

AND WHEREAS above named recorded land owner Shri Kashinath Sadashiv Dodake executed and registered a Sale Deed in respect of entire land admeasuring

1.12 Hectors out of Khasra No. 31/1 of Mouza Gorewada, Nagpur in favour of Sawan Co-operative Housing Society Ltd., at **Serial No. 1630 / 2006** in the Office of sub-Registrar, Nagpur -8 on 21.03.2006.

AND WHREAS the Sawan Co.-operative Housing Society Ltd., Nagpur after becoming absolute owner of said entire land out of Khasra No. 31/1 of Mouza Gorewada, Nagpur , in pursuance of Agreement for Sale executed with **Smt. Ambibai Kashinath Dodke** further executed separate **Sale Deeds in respect of Plot Nos. 110 , Plot No. 111 and Plot No. 112 which are duly registered in the Office of Sub-Registrar, Nagpur - 8 at Serial Nos. 1657 / 2006, 1661 / 2006 and 1660 / 2006 respectively on 21.03.2006 in the name of Smt. Ambibai Kashinath Dodke.**

AND WHREAS the Sawan Co.-operative Housing Society Ltd., Nagpur in pursuance of Agreement for Sale executed with **Shri Kashinath Sadashiv Dodke** also executed separate **Sale Deeds in respect of Plot Nos. 135 , Plot No. 136 and Plot No. 137 which are duly registered in the Office of Sub-Registrar, Nagpur - 8 at Serial Nos. 1643 / 2006, 1640 / 2006 and 1641 / 2006 respectively on 21.03.2006 in the name of Shri Kashinath Sadashiv Dodke.**

AND WHEREAS above named Smt. Ambibai Kashinath Dodke and Shri Kashinath Sadashiv Dodke being absolute and recorded owners of their respective plots of land **alongwith four other persons** further entered into an **Agreement of Development dated 21.03.2006** with **M/S. MAHARANA'S**, the Vendors herein, for development and construction of **Total 48 Plots** of land total admeasuring 7138.50 Sq. Mtrs. out of Khasra No. 31 / 1 of **Mouza Gorewada**, Nagpur on certain terms and conditions which is duly **Registered at Serial No. 1679 / 2006 in the Office of Sub-Registrar Nagpur - 8 on even date by paying Required Stamp Duty and Registration Fees thereon.**

AND WHEREAS in pursuance of said Agreement of Development dated 21.03.2006, Smt. Ambibai Kashinath Dodke and Shri Kashinath Sadashiv Dodke alongwith others also executed an **Irrevocable General Power of Attorney dated 21.03.2006** empowering and authorising **SHRI. VILAS SAHEBRAO DESHMUKH**, **Partner of M/S MAHARANA'S** Builders, Developers and Engineers, Nagpur to do various acts, deeds and things in respect of all the 48 Plots of land, for construction and to Sell / Transfer the said Plots and / or tenement, apartments, units, flats, bungalows, etc. to the prospective purchasers of the same and also authorised him to receive consideration thereof. The said Irrevocable General Power of Attorney is **Registered at Serial No. 1680 / 2006 in the Office of Sub-Registrar Nagpur- 8 on even date.**

AND WHEREAS the Vendors herein applied for regularisation of said entire 48 Plots out of Khasra No. 31/1 to the Nagpur Improvement Trust, Nagpur and have paid the required charges for Development / Regularisation of all the plots to the Nagpur Improvement Trust, Nagpur in the name of respective owners thereof.

AND WHEREAS the Nagpur Improvement Trust, Nagpur after the receipt of entire regularisation charges of all the 48 Plots, regularised the said Plots and issued separate **Regularisation Letters all dated 23.03.2006** in the name of original owners.

AND WHEREAS the Additional Tahsildar Non-Agricultural Assessment , Nagpur vide its separate **Orders all dated 10.09.2008** converted all the said 48 Plots of land out of Khasra No. 31/1 of Mouza GOREWADA, Nagpur into Non-Agricultural residential purposes and assessed the Non-Agricultural taxes over the same.

AND WHEREAS the Vendor Firm herein through its Partners and in pursuance of Registered Irrevocable General Power of Attorney have transferred 18 separate Plots, total admeasuring 2516.347 Sq. Mtrs. to prospective individual purchasers out of total 48 Plots total admeasuring 7138.50 Sq. Mtrs. of Khasra No. 31/1 **Mouza GOREWADA**, Nagpur. Thus there remains total 30 separate Plots of land total

admeasuring 4622.153 Sq. Mtrs. or 49752.85 Sq. Ft. with them. **(inclusive of Plot Nos. 110, 111,112 owned by Smt. Ambibai Dodke and Plot Nos. 135,136 & 137 owned by Shri Kashinath Dodke) .**

AND WHEREAS the Vendors herein having paid the entire agreed consideration to the respective owners of all the said 48 plots in pursuance of registered Agreement of Development dated 21.03.2006 further retained remaining 30 Plots of land total admeasuirng 4622.153 Sq. Mtrs. OR 49752.85 Sq. Ft. from the respective owners vide registered Sale Deed dated 09.03.2012 which is duly **Registered at Serial No. 1144 / 2012** in the Office of Sub-Registrar, Nagpur -4 on even date.

THUS the Vendors herein became absolute owners of said remaining 30 Plots **(inclusive of Plot Nos. 110, 111,112 owned by Smt. Ambibai Dodke and Plot Nos. 135,136 & 137 owned by Shri Kashinath Dodke) and their / its name is duly recorded over all the said plots of land in relevant records of the Government Department.**

AND WHEREAS the Vendors being Builders , Developers & Engineers further decided to develop the Plots Nos. 135, 136 and 137 out of the said entire layout of Khasra No. 31/1 of Mouza Gorewada , Nagpur and prepared separate building plans over the same comprising of three separate buildings and got it sanctioned from the Nagpur Improvement Trust, Nagpur.

AND WHEREAS the Vendors submitted the proposed scheme known as “YAMUNA APARTMENTS” over the Plot No. 135 in accordance with the sanctioned plan comprising of Six separate Residential apartments therein to the provisions of Maharashtra Apartment Ownership Act, 1970 and Registered a Deed of Declaration dated 30.01.2018 at Serial No. 574 / 2018 in the Office of Sub-Registrar, Nagpur -4. The said Deed of Declaration is further corrected vide Correction Deed which is duly Registered at Serial No. 5907 / 2018 in the Office of Sub-Registrar, Nagpur -4.

SIMILARLY the Vendors submitted the proposed scheme known as “KAVERI APARTMENTS” over the Plot No. 136 in accordance with the sanctioned plan comprising of Six separate Residential apartments therein to the provisions of Maharashtra Apartment Ownership Act, 1970 and Registered a Deed of Declaration dated 30.01.2018 at Serial No. 575 / 2018 in the Office of Sub-Registrar, Nagpur -4.

LIKEWISE the Vendors submitted the proposed scheme known as “NARMADA APARTMENTS” over the Plot No. 137 in accordance with the sanctioned plan comprising of Five separate Residential apartments therein to the provisions of Maharashtra Apartment Ownership Act, 1970 and Registered a Deed of Declaration dated 30.01.2018 at Serial No. 576 / 2018 in the Office of Sub-Registrar, Nagpur -4.

AND WHEREAS the Vendors further dropped an idea to develop and construct the above mentioned three separate schemes over the Plot Nos. 135, 136 and 137 as same were not convenient to them to develop and sell the said projects / schemes , hence applied for amalgamation of said **Plot Nos. 135,136 and 137 alongwith Plot Nos. 110, 111 and 112** of their ownership out of said Khasra No. 31/1 of Mouza Gorewada , Nagpur to the Nagpur Improvement Trust, Nagpur with intent to develop and construct a single storey building / project thereon comprising of 30 separate residential apartments / units / tenements / flats therein.

AND WHEREAS considering the amalgamation application in respect of **TOTAL SIX Plot Nos. 110, 111,112, 135, 136 and 137** of Vendors herein, the Building Engineer (West), Nagpur Improvement Trust , Nagpur amalgamated the said **SIX PLOTS** of land vide Amalgamation Letter No. B.E.(W) / 752 dated 26.04.2018 Total

admeasuring 1392.343 Sq. Mtr. on receipt of amalgamation and other charges thereon.

AND WHEREAS the Vendors further prepared a single building plan over the said SIX amalgamated plots, Total admeasuring 1392.343 Sq. Mtr. with the Premium / Paid F.S.I. **comprising of THIRTY** separate Residential Apartments / Units / Tenaments / Flats and got it sanctioned from the Building Engineer (West) , Nagpur Improvement Trust, Nagpur **vide Permit No. B.E. (West) / Case No. AB-W-G-7 / Tracking No. 2018123125 / 1855 / 455 dated 30.01.2019.**

AND WHEREAS due to amalgamation of Plot Nos. 135, 136 & 137 with Plot Nos. 110, 111 & 112 the registered Deed of Declarations in respect of proposed schemes over Plot Nos. 135, 136 and 137 as mentioned hereinabove became infructuous. Therefore the Vendors further cancelled the said Deed of Declarations and Correction Deed vide three separate Deed of Cancellation as under :

(a) Deed of Cancellation dated 29.06.2019 duly registered at Serial No. 4461 / 2019 in the Office of Sub-Registrar, Nagpur - 4 with respect to Deed of Declaration Registered at Serial No. 574 / 2018 alongwith its Correction Deed at Serial No. 5907 / 2018 regarding proposed “Yamuna Apartments” scheme over Plot No. 135.

(b) Deed of Cancellation dated 29.06.2019 duly registered at Serial No. 4462 / 2019 in the Office of Sub-Registrar, Nagpur - 4 with respect to Deed of Declaration Registered at Serial No. 575 / 2018 regarding proposed “Kaveri Apartments” scheme over Plot No. 136.

(c) Deed of Cancellation dated 29.06.2019 duly registered at Serial No. 4463 / 2019 in the Office of Sub-Registrar, Nagpur - 4 with respect to Deed of Declaration Registered at Serial No. 576 / 2018 regarding proposed “Narmada Apartments” scheme over Plot No. 137.

WHEREAS Vendors have submitted the scheme / project comprising of **30 (THIRTY)** separate residential Apartments / Units / Tenaments / Flats to be constructed over the said amalgamated plots Nos. 110,111,112, 135,136 & 137 total admeasuring 1392.343 Sq. Mtr. with the Premium / Paid F.S.I. known and styled as **“YAMUNA APARTMENTS”** to the provisions of Maharashtra Apartment Ownership Act, 1970 and a **Deed of Declaration dated 29.06.2019 U/s. 2** of the said Act., is duly executed and registered by the Vendors as Grantors at **Serial No. 4464 / 2019 in the Office of Sub-Registrar, Nagpur -4.**

AND WHEREAS the Vendors further commenced the construction of a multi storied Scheme / Project over amalgamated Plot Nos. 110,111,112,135,136 and 137 comprising of Ground + Four Upper Floors having 30 separate Residential Apartments / Units / Tenaments / Flats therein with heritable and transferable rights with permissible Built up area of 1810.046 Sq. Mtr. inclusive of 30 % premium F.S.I. known and styled as **“YAMUNA APARTMENTS”** . The Vendors further reserves right to revise the existing plan in future from the sanctioning authority.

AND WHEREAS the Vendors have entered into a standard Agreement with an Architect “_____”**, Nagpur**” registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Vendors shall get the said project registered under the provisions of the Real Estate(Regulation & Development) Act 2016 with the Real Estate Regulatory Authority.

AND WHEREAS the Vendors have appointed a Structural Engineer "_____" , Nagpur who prepared the structural design and drawings of the building and availed the professional supervision of the Architect and the Structural Engineer till the completion of the said building.

AND WHEREAS the Certificate of Title issued by **Advocate Shailesh Ghagarkar,** Nagpur of the Vendor Firm alongwith copies of Revenue Record / City Survey Property Card showing the title of the Vendor Company to the said project land on which the Apartments are to be constructed have been annexed hereto as **Annexure 'A' and 'B'** respectively.

AND WHEREAS the copies of sanctioned layout plan approved by the Competent Authority is Annexed hereto as **Annexure 'C-1" .**

AND WHEREAS the copies of sanctioned building plans of Competent Authority of the Apartment agreed to be purchased by the Purchaser/s OR Allottee have been annexed herewith as **Annexure 'D'.**

AND WHEREAS the specification of the Apartment / Flat agreed to be given to Purchaser/s OR Allottee by Venders have been annexed herewith as **Annexure 'E'.**

AND WHEREAS by virtue of sole and exclusive ownership, the Vendors have exclusive right to sell the Apartments in the said building / project / scheme to be constructed on the project land and to enter into Agreement/s with the prospective purchasers of the Apartments and also to receive sale consideration in respect thereof.

AND WHEREAS the Vendors on demand of the Purchaser/s, have given inspection to the Purchaser/s of all the documents of their title relating to the said project land , plans, designs and specifications to be provided and of all such 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 there under.

AND WHEREAS the Purchaser/s have prior to the execution of this Agreement perused the title documents, Building Plans and Specification of the said project and all other related documents and satisfied themselves regarding title of the Vendors to the said property and / or right of Vendors to sell the same on ownership basis.

AND WHEREAS Purchaser/s hereby confirms that , the Vendors have produced for inspection to the Purchaser/s all information and documents and have made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is / are satisfied with the same and has / have no further or other information nor disclosure to be required from the Vendors.

AND 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 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 shall be granted by the concerned local authority.

AND WHEREAS the Vendors commenced the construction of the said building / scheme / project in accordance with the sanctioned / proposed plans as mentioned above and shall form Owners Association under the provisions of Maharashtra Apartment Ownership Act. 1970 or as permissible under the prevailing laws.

AND WHEREAS the Purchaser/s herein being interested in owning a **Residential Apartment No. _____ on _____ Floor** , in the said **"YAMUNA APARTMENTS" Building, of Mouza GOREWADA, Nagpur** and more specifically described in the **SCHEDULE** hereunder written approached the Vendors and applied to purchase of said Apartment**.**

AND WHEREAS the **Carpet / Built up area** of said **Apartment No**. **_____** is **_____ Sq. Mtr**., **Open Balcony area is _____ Sq. Mtr.**, **Alternate / Attached Terrace is _____ Sq. Mtr.** and the **"Carpet Area"** means the net usable floor area of an Apartment (excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace appurtenant thereto, parking area) but includes the area covered by the internal partition walls of the apartment .

AND WHEREAS the parties hereto 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 this Agreement the Vendors have received a sum of **Rs. _____/- (Rupees _____ only)** from the Purchaser/s being part payment out of the total agreed consideration of **Rs. _____/- (Rupees _____ only)** of the Apartment agreed to be sold by the Vendors to the Purchaser/s as advance payment or application fees / booking amount and the payment and receipt whereof is hereby admitted and acknowledged by both the parties. The Purchaser/s have agreed to pay the balance consideration in the manner mentioned hereinafter.

AND WHEREAS under the provisions of applicable law, Section 13 of the Real Estate (Regulation and Development) Act, 2016 , the Vendors are required to execute a written agreement for sale of said Apartment with the Purchaser/s and also to register said Agreement under the Registration Act., 1908.

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

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER :

That, the said project consist of a Multistoried Building known and styled as **"YAMUNA APARTMENTS"** which consist of Ground, First , Second , Third and Fourth Floor and utilization of each floor is specifically mentioned in Deed of Declaration of the said building in accordance with the sanctioned Building Plans.

Provided that the Vendors shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modification which may adversely affect the Apartment of the Purchaser/s, except any alternation or addition required by any Government authorities or due to change in law.

- **1a)** That, the Purchaser/s hereby agree/s to purchase from the Vendors and Vendors agree to sell an **Apartment No. _____,** admeasuring **Carpet / Built up area** of **_____ Sq. Mtr**. (excluding share in common area, stair, lobby, balcony, lift etc.) situated on **_____ FLOOR, TOGETHERWITH** its proportionate **_____ %** undivided share and interest in the land of **"YAMUNA**

APARTMENTS" to be constructed over said amalgamated plots of land of **Mouza GOREWADA, Nagpur** , more fully described in the **SCHEDULE** hereunder written and in the Floor Plan annexed hereto, for total lumpsum consideration of **Rs. _____/- (Rupees _____ only)** including the cost of carpet / built up area ,common area, parking and undivided share in the land but excluding all other Taxes and Stamp Duty applicable for Flat / Apartment.

1b). That, the Purchase/s have paid prior to execution of this Agreement a sum of **Rs. _____/- (Rupees _____ only)** as advance / part payment / booking / application amount and the balance consideration of **Rs. _____/- (Rupees _____ only)** is agreed to be paid by Purchaser/s to the Vendors as under :

i.	**20 %**	Of total agreed consideration to be paid within _____ **WEEKS** from the date of execution of this Agreement .
ii.	**15 %**	Of total agreed consideration to be paid on completion of **Plinth Level** .
iii.	**5%**	Of total consideration to be paid on completion of **Podium Ground Floor Slab**.
iv.	**5 %**	Of total consideration to be paid on completion of **First Floor Slab**.
v.	**10%**	Of total consideration to be paid on completion of **Second Floor Slab** .
vi.	**10%**	Of total consideration to be paid on completion of **Third Floor Slab.**
vii.	**10 %**	Of the total consideration to be paid on completion of **Fourth Floor Slab.**
viii.	**5%**	Of the total consideration to be paid on completion of **Brick / Plastering Work.**
ix.	**5%**	Of the total consideration to be paid on completion of **Electricity and Sanitary fittings**.
x.	**5 %**	Of the total consideration at the time of handing over Possession of the Apartment or on obtaining **Completion / Occupancy Certificate or** at registration of Sale Deed **which is earlier.**

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

Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser/s to pay the amount of VAT , Service Tax, (GST as may be applicable) etc. simultaneously with the payment of each installment.

1d). That, the total agreed consideration is escalation free, save and except escalations / increase, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the Competent Authority / Local Bodies / Government for time to time. The Vendors 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 shall enclosed the said Notification / Order / Rules / Regulation Published issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

1e). That, it is responsibility of the Purchaser/s to pay the TDS (Tax Deducted at Source @ 1 % if applicable and supply the copy of such Challan / Receipt issued by the Income Tax Department to the Vendors well before execution and registration of Sale Deed / Conveyance.

1f). That the Vendors shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s 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/s shall be void and shall not be binding upon the Vendors .

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

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

1i). That, the Vendors shall confirm the final Carpet / Built up area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising of R.C.C. and Brickwork and particularly described in specification appended here to. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus three percent variation in dimensions shown in sanction building plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is any reduction in the carpet area beyond the defined limit , then the Vendors shall refund the excess money paid by the Purchaser/s 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/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Vendors shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

2.1 That, the Vendors 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 Purchasers, obtain from the concerned local authority occupancy and / or completion certificates in respect of said Apartment.

2.2 That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser and the time is the Essence of Contract for the Vendors for completing the project and handing over the Apartment to the Purchaser/s and the common areas to be association of the owners after receiving the occupancy certificate or the completion certificates the case may be. Similarly the Purchaser/s shall make timely payments of the installment and other dues payable by them and meeting the other obligations as per Clause 1b, under this Agreement subject to completion of project by the Vendor Company.

3.That the Vendors declares that the F.S.I. available as on date in respect of the said project and land is 1392.343 Sq. Mtr., Additional / Premium / Paid FSI 30 % is 417.703 Sq. Mtr., Total F.S.I. is 1810.046 Sq. Mtr., Excess Balcony area added in Built up area is 8.653 Sq. Mtr. and the Consumed F.S.I. is 1809.865 Sq. Mtr. and there is Balance F.S.I. of 0.181 Sq. Mtr. which are applicable to the said project and the same is disclosed by the Vendors and the Purchaser/s has / have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendors by utilizing the said F.S.I. on the understanding that the declared proposed F.S.I. shall belong to the Vendors being exclusive owners and developers of the said project.

4.1 That if Vendors fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Vendors agree to pay to the Purchaser/s who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay , till the handing over the possession. The Purchaser/s agree/s to pay to the Vendors , 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/s to the Vendors under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Vendors.

4.2 That without prejudice to the right of Vendors to charge interest in terms of sub-clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Vendors under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing three

defaults of payment of installments, the Vendor/s shall at its own option may terminate this Agreement.

Provided that, Vendors shall give notice of fifteen days in writing to the Purchaser/s, by registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of its / their 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/s fails to rectify the breach or breaches and / or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendors within the period of 15 days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendors shall refund the Purchaser/s, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One lakh only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement , on the defaulted installments from the due date till the date of cancellation ,towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Vendors.

6. That the Vendors shall handover the **possession** of the Apartment to the Purchaser/s **on or before 31.12.2023,** 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 any other reasonable cause and the Purchaser/s 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. If the Vendors fails or neglects to handover possession of the Apartment to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date, then the Vendors shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 above from the date Vendors received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendors shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) War, civil commotion or act of God ;

(ii)Any notice, order, rule, notification of the Government and / or other public or competent authority / court.

(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate .

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

7.1 Procedure for taking possession :

The Vendors upon obtaining Completion or Occupancy Certificate from the Competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the apartment to the Purchaser/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor/s shall give possession of the said Apartment to the Purchaser/s. The Vendors agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors . The Purchaser/s agree/s to pay the maintenance charges as determined by the Vendors or Association of Purchasers , as the case may be.

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

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

7.4 That the Vendors does hereby agree with the Purchaser/s that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration Fees, payment of Sales Tax, and all other Taxes and cesses that may be levied and payable at the time of Registration from the Purchaser/s, the Vendors will execute a proper Sale Deed relating to the undivided share and interest in the land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favor of the Purchaser/s or the nominee (s) appointed by the Purchaser/s and get the same duly registered at the costs of Purchaser/s in accordance with the law in force provided the Purchaser/s shall have also paid the entire agreed cost of construction of the Apartment chosen by him/ her/ them to the Vendors .

7.5 That, on obtaining proper Sale Deed relating to the undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other co-owners thereof. However the apartment chosen by the Purchaser/s in the proposed multistoried building shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein . The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 Failure of Purchaser/s to take Possession of Apartment :

Upon receiving a written intimation from the Vendors as per Clause 8.1, the Purchaser/s shall take possession of the Apartment from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the Vendors shall give possession of the Apartment to the Purchaser/s . In case Purchaser/s fails to take possession within the time provided in Clause 8.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Vendors or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

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

7.8 That if within a period of five years from the date of handing over the said apartment to the Purchaser/s , the Purchaser/s brings to the notice of the Vendors any structural defect in the apartment or the building in which the Apartment are situated or any defects on account of workmanship , quality or provision of service, then, wherever possible such defects shall be rectified by the Vendors at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendors , compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of the said apartment, the Purchaser/s shall lodge claim of defect, shortcomings directly with the manufacturer of such item and the Vendors shall always co-operate and assist the purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s 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/s, then the defect liability will not be applicable to such modified specification items. Similarly if the Purchaser/s has / have made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature , then under such circumstances the Vendors shall not be liable for make good of the defect.

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

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

9.1 The Vendors have already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s. 2 of the said Act. as per the proposed FSI . Thus the said project will be governed by the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and their successors in title.

9.2 That the Purchaser/s agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made there under.

9.3 That, the available open space (excluding the restricted area as may be mentioned in the Deed of declaration ,) , the common areas and common facilities as may be provided in the said building shall be of common use of all the apartment owners in the said building and shall always remain undivided and no partition or division or any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other apartment owner or owners.

9.4 The Vendors shall within 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 the interest of the Vendors and the owners in the said structure of the building or wing in which the said apartment is situated.

9.5 That within 15 days after notice in writing is given by the Vendors to the Purchaser/s regarding that the apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building namely local taxes, Municipal Corporation Taxes, cesses, Non-Agricultural Assessments, betterment charges or such other levies by the concerned local authority and / or Government water charges , insurance, common lights, repairs and salaries of the clerks, bill collectors, watchman's, sweepers and all their expenses necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to tit, the Purchaser/s shall pay to the Vendors such proportionate share of all the outgoing as may be determined. The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Vendors provisional lumsumps contribution of Rs.75,000/- towards one time maintenance / outgoings. The amounts to paid by Purchaser/s to the Vendors shall not carry any interest and remain with the Vendors until handing over the management of the said building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDORS :

The Vendors hereby represents and warrants to the Purchaser/s as follows :

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

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

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

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

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

with all applicable laws in relation to the project , project land building and common areas.

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

vii. The Vendors have 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/s under this Agreement ;

viii. The Vendors confirms that they are not restricted in any manner whatsoever from selling the said apartment to the Purchaser/s in the manner contemplated in this Agreement.;

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

x. At the time of execution of the Sale Deed of all the Apartments / Units in favour of prospective Purchasers, the Vendors shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Apartment Owners.

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

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

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

i. To maintain the apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the apartment is taken and shall not do or suffer to be done any in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. Not to store in the Apartment any goods which are of hazardous , combustible or dangerous nature or which are to heavy as to damage the construction or structure of the building in which the apartment is situated or storing of which goods is objected to by the concerned local or other authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or

any other structure of the building in which the Apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the apartment on account of negligence or default of the Purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.

iv. To carry out at his / her / their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state an order in which it was delivered by the Vendors to the Purchaser/s and shall not do or suffer to done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

v. not to demolish or cause to be demolished the apartment or any part thereof , nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers drains and pipes in the apartment and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter an d protect the other parts of the building in which the apartment is situated and shall not chisel or any other manner cause damage to columns, beams , walls slabs or RCC , Pardis or other structural members in the apartment without the prior written permission of the Vendors and / or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said apartment and common areas of the project. The Purchaser/s shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in any carriage or transporting vehicle beyond the sustainable limit of the floor within the said project.

Vii . Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown for the said apartment in the compound or any portion of the project land and the building in which the apartment is situated. Pay to the Vendors within 15 days of demand by the Vendors , his / its / 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 said apartment is situated.

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

x. The Purchaser/s 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/s to the Vendors under this Agreement are fully paid up.

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

xii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser/s shall permit the Vendors and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. In case some of the Apartment in the said project remains unsold, even after completion of the same, then the Vendors shall bear and pay the proportionate maintenance charges for such unsold apartment.

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

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said apartments or of the said plot of land and building or any part thereof. The Purchaser/s shall have a claim save and except in respect of the apartment hereby agreed to be sold to them and all open spaces, parking spaces lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendors until the management of the said building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

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

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

Vendors this agreement within 30 (Thirty) days from the date of its receipt by the Purchaser/s and / or appear before the Sub-registrar for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Purchaser/s 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/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

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

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

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

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

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

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

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

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendors through its authorised signatory at the Vendor Firm's Office or at some other place, which may be mutually agreed between the Vendors and the Purchaser/s, in Nagpur after the Agreement is duly executed by the Purchaser/s and the Vendors or simultaneously with the execution the said

Agreement shall be registered at the Office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Nagpur.

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

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

Name of the Purchaser :	1._____ 2._____
Address of the Purchaser:	_____
Notified Email ID :	_____

Name of the Vendor Company :	**M/s. Maharana's, Builders, Developers & Engineers ,**
Address of the Vendor Company:	'Shivhare Bhawan', Koshtipura, Sitabuldi, Nagpur – 440012
Notified Email ID :	**maharanabuilders@gmal.com**

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

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

27. STAMP DUTY AND REGISTRATION : All the expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale / Conveyance Deed including cost of Stamp Duty, Registration Fees and all their charges and Misc. Expenses including the Lawyer's fee payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

28. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably . In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under as amended from time to time.

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

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

FIRST SCHEDULE REFERRED TO ABOVE

(Land)

ALL THAT piece and parcel of Non-Agricultural land being Amalgamated **Plot Nos. 110, 111, 112, 135, 136 and 137 Total admeasuring 1392.343 Sq. Mtr. (As per N.I.T.'s Amalgamation Letter dated 26.04.2018)** in the sanctioned layout of Sawan Co-operative Housing Society Ltd., Nagpur, out of Khasra No. 31/1, of **Mouza GOREWADA,** Patwari Halka No. 8-A**, City Survey No. 31, Sheet No. 31 / 32 / 35** within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust , Tahsil and District Nagpur and bounded as under :

Towards East: 9.140 Mtr. wide Road ;

Towards West: 9.00 Mtr. wide Road ;

Towards North: Plot No. 113, 132, 133, & 134 ;

Towards South: Other Layout .

SECOND SCHEDULE REFERRED TO ABOVE

(Residential Apartment / Unit / Tenament / Flat)

ALL THAT R.C.C Superstructure comprising of **RESIDENTIAL APARTMENT / UNIT / TENAMENT / FLAT NO**. _____ **on** _____ **FLOOR** of a building known and styled as **"YAMUNA APARTMENTS**" **proposed to be constructed** over land mentioned in **First Schedule** hereinabove and the said Residential Apartment / Flat having area as under :

Carpet Area : _____ **Sq. Mtr.**
Built up Area : _____ **Sq. Mtr.**
Open Balcony Area : _____ **Sq. Mtr.**
Attached Terrace Area : _____ **Sq. Mtr.**
Share in Common Area : _____ **Sq. Mtr.**
Share in Parking Area : _____ **Sq. Mtr.**
Undivided Share and interest in land : _____ **Percent .**
Which is bounded by :

Towards East :
Towards West :
Towards North :
Towards South :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this **AGREEMENT TO SELL** in presence of attesting witnesses on the day, month and year hereinabove **FIRST WRITTEN.**

Drafted by Shailesh Ghagarkar, Advocate.

VENDORS / DEVELOPERS
M/s. Maharana's
Builders, Developers & Engineers
Through its Partners

1. **(Suryapratap Singh Raghuveer Singh Baghel)**

2. **(Vilas Sahebrao Deshmukh)**

WITNESSES :

1. _____

_____
PURCHASERS

2. _____

Annexure 'E'

SPECIFICATIONS

Structure :	R.C.C. framed with earthquake proof structure.
Super Structure :	Outer 0.150 ,Mtr. thick, Inner 0.115 Mtr. thick.
Plaster :	Outer side sand faced plaster & inner funty plaster.
Door :	Front Be-secure steel door & all internal door frame in RCC Frame & Waterproof Flush door shutter.
Window :	Powder coated aluminum glazed / sliding window with S.S. Grill.
Flooring :	Vitrified tiles flooring in all rooms & Anti Skid tiles in balconies & terrace.
Kitchen Platform :	Polished green marble kitchen, platform with stainless sink & glazed tiles up to 2ft. above platform.

Electrification :	Concealed electric wiring with equipped points. AC point for both bedrooms.
Solar Water Heater:	Solar water Heater point for Master bedroom Bath .
Lift :	_____ company lift will be provided.
Dado :	Glazed tiles upto 7'0'' height in toilet & W.C. wall mounted Commode Sheet in Master Bed Room.
Plumbing Fitting :	All fitting will be concealed with standards tabs fitting.
Paint :	OBD Acrylic paint with putty in all rooms & water proof Weather bond to exterior walls .
Railing :	S.S. Railing for staircase & balconies.
Security :	CCTV Surveillance – Entrance Corridor on Ground Floor.

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