AGREEMENT TO SELL

FOR RS. /- ONLY

(RUPEES ONLY)

MARKET VALUE RS. /- ONLY

(Item No. , Page No. @ Rs. /- Per Sq. Mtrs.)

THIS AGREEMENT IS MADE at Nagpur on this _____ Day of FEBRUARY, 2020 BETWEEN M/S. SAMRAT BUILDCON (PAN – AQCFS2113J), A Partnership Firm having its Office at Plot No. 49, Sandhu Soni Layout, Parsodi, Nagpur-440022 and acting through its Partners [1] SHRI. RAMSAKHA S/o RAMSHARAKH SHUKLA, Aged 55 Years, Occupation – Business (PAN – AMPPS6460A) (Aadhaar No. 9297 9089 5844); [2] SHRI. SAURABH S/o RAMYASH SHUKLA, Aged 27 Years, Occupation – Business (PAN – BPHPS1826K) (Aadhaar No. 5384 7427 9169); (3) MRS. POONAM W/O SAURABH SHUKLA, Aged 24 Years, Occupation – Business (PAN – GSLPS7759K) (Aadhaar No. 4855 8665 7473) AND [4] MRS. SHRADDHA D/o RAMSAKHA SHUKLA, Aged 21 Years, Occupation – Business (PAN – FRLPS1576E) (Aadhaar No. 6625 9318 2740), All Residents of Plot No. 49, Sandhu Soni Layout, Parsodi, Nagpur-440022, Tahsil and District – NAGPUR, hereinafter called the VENDOR (which expression shall unless repugnant to the context or meaning thereof mean and include the said PARTNERSHIP FIRM and its PARTNERS as well as their respective heirs, legal representatives, executors, administrators, successors and assigns) of the ONE PART;

AND

SHRI/MRS. _____ S/o-W/o _____ Aged ____ Years, Occupation - _____, Resident of _____ Tahsil and District – _____, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, his/his heirs, legal representatives executors, administrators successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and parcel of land containing by admeasurement 3412 Sq. Ft. (i.e. 316.96 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 85/2/2 (Old No. 85/2) at Mouza – DABHA, P.B.K. 7, including all other appurtenant rights appurtenant and belonging thereto, bearing City Survey No. 338 and sheet No. 52, situate at Dabha, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 63 in Tahsil and District – NAGPUR, Originally belonged to Shri. Chaitya @ Chaitanya Ramji Kapse, being his ancestral property AND

WHEREAS the aforesaid Shri. Chaitya @ Chaitanya Ramji Kapse became the lawful owner/entitled ALL THAT Piece and parcel of land admeasuring Length North-South 60 Ft. and Breadth East-West 60 Ft. equal to 1800 Sq. Ft. (OR 167.35 Sq. Mtrs.) comprising EASTERN PORTION of the entire land bearing Plot No. 81 comprising by the admeasuring 3412 Sq. Ft. (i.e. 316.96 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 85/2/2 (Old No. 85/2) at Mouza – DABHA, P.B.K.7 including all other appurtenant rights appurtenant and belonging thereto bearing City Survey No. 339 and Sheet No. 52, situate at Dabha, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 63 in Tahsil and District – NAGPUR, by way of Gift to Shri. Shriram S/o Bhiku Mankar, by a Gift Deed Dated 22-11-1998, which is duly Registered in the office of the Sub-Registrar, Nagpur-II in Book No. 1 Volume No. 458 on Pages 110 to 124 at Sr. No. 2137/Photo Executed AND

WHEREAS the aforesaid Shri. Shriram S/o Bhiku Mankar further transferred the said Eastern Portion of Plot No. 81 comprising by admeasurement 1800 Sq. Ft. (OR 167.35 Sq. Mtrs.) situate at Dabha, Nagpur - Tahsil and District – NAGPUR, by way of Sale to M/s. Samrat Builders, by a Sale Deed Dated 28-12-2015, which is duly Registered in the Office of the Sub-Registrar, Nagpur-II Book No. 1 at Sr. No. 9765 on even date AND

WHEREAS ALL THAT Piece and parcel of land bearing Plot No. 81 being a portion of the entire land bearing Kh No. 85/2/2 (Old No. 85/2) of Mouza – DABHA, P.B.K. 7, including all other appurtenant rights appurtenant and belonging thereto bearing city Survey No. 339 and Sheet No. 52, situate at Dabha, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 63 in Tahsil and District – NAGPUR, Originally belonged to Shri. Chaitya @ Chaitanya Ramji Kapse, being

WHEREAS the aforesaid Shri Shivaji@Shrikrishna Rangji Kapse became the lawful owner/holder ALL THAT Piece and parcel of land admeasuring Length North South 50 ft. and Breadth East-West 32 ft. equal to 1600 Sq. Ft (or 148.65 Sq. Mtrs.) comprising the WESTERN PORTION of the entire land bearing Plot No. 41, being a portion of the entire land bearing Kh. No. 85/2/2 (Old No. 85/2) of Mouza DoBHA, P.S.K.T. Including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 990 and Sheet No. 92, situate at Dabha, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 58 in Tahsil and District – NAGPUR, by way of sale to Shri Ramchandra S/o Gulabrao Deshbhratar, by a Sale Deed dated 29-03-1995, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1, Volume No. 372 on Pages 183 to 186 at Sr. No. 1748 (P) on even date; AND

WHEREAS the aforesaid Shri. Ramchandra Gulabrao Deshbhratar left for heavenly abode on 27-11-2004 leaving behind him, his Widow Smt. Mangala/Alias Lata Smt. Ramchandra Deshbhratar, 2 Sons namely Shri. Ashok S/o Late Shri. Ramchandra Deshbhratar and Shri. Rohit S/o Late Shri. Ramchandra Deshbhratar and only daughter namely Mrs. Pooja D/o Late Shri. Ramchandra Deshbhratar, being the only legal heirs of the deceased, who inherited the aforesaid property jointly by way of mandatory succession; AND

WHEREAS during the course of time the aforesaid Smt. Mangala Alias Lata Smt. Ramchandra Deshbhratar left for heavenly abode on 27-12-2010 and consequent upon her death/demise, her share in the aforesaid property devolved upon her aforesaid two sons and only daughter namely (i) Shri. Ashok S/o Late Shri. Ramchandra Deshbhratar (ii) Shri. Rohit S/o Late Shri. Ramchandra Deshbhratar and (iii) Mrs. Pooja D/o Late Shri. Ramchandra Deshbhratar jointly by way of mandate succession, being the only legal heirs of the deceased; AND

WHEREAS the aforesaid (i) Shri. Ashok S/o Late Shri. Ramchandra Deshbhratar (ii) Shri. Rohit S/o Late Shri. Ramchandra Deshbhratar and (iii) Mrs. Pooja D/o Late Shri. Ramchandra Deshbhratar became a true and lawful jointly beneficial(s) and absolute joint property by way of sale to the Owner/Builder, the Vendor herein/hereinafter, by a Sale Deed Dated 25-10-2018, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8704 on even date. The said Plot of land is at present also new Plot No. 81-B by the Revenue Authority; AND

WHEREAS ALL THAT Piece and parcel of Agricultural land bearing Khasra/Survey/Gut No. 85/2/2 (Old No. 85/2) having an area of 0.04 Hectare (or 2480 Sq. Mtrs.) Rs. 0.06 Paise, jointly held in Bhogwatdar Class 1 Rights of Mouza –

239 and Sheet No. 92, situate at Dabha, Nagpur within the limits of the Nagpur Municipal Corporation, Ward No. 86 in Tahsil and District – NAGPUR, originally belonged to Shri. Chokhoba @ Chokhnath Ramaji Kapse, being his ancestral property AND

WHEREAS the aforesaid Shri. Chokhoba @ Chokhnath Ramaji Kapse became in his lawful ownership AS THAT Piece and parcel of agricultural land admeasuring 1091.20 Sq. Mtrs. (261.2 Vgr) Accordingly the Eastern Portion of the entire land bearing Mouza No.38 Survey No. 239/2 (Old Khasra No. 85/2) having an area of 0.24 Hectors (0.59 Sq. Mtrs.) Rs. 0.55/- yearly rent in Bhogwatdar Class-I Rights at Mouza – DABHA, P.B.K. 7 bearing City Survey No. 239 and Sheet No. 92 situate at Dabha, Nagpur within the limit of the Nagpur Municipal Corporation Ward No. 86 in Tahsil and District – NAGPUR, by way of sale to M/s. Sanmit Builders, the Vendor hereinabovenamed, by a Sale Deed Dated 02.08.2016, which is duly Registered in the Office of the Sub Registrar Nagpur – 4 in Book No. 1 at Sr. No. 4154 on even date. The said Piece and parcel of land further allotted new Plot No. 73-A and the same is now sanctioned by Nagpur Improvement Trust in cluster map as Plot Number 73-A. As a result thereof the said M/s. Sanmit Builders has now become an exclusive absolute and full owner of the aforesaid Plot Nos. 80, 81-B and 73-A all situate at Dabha, Nagpur in Tahsil and District – NAGPUR with heritable and transferable rights thereon and the same is also accordingly mutated in its name in all relevant records as also in the property card of City Survey AND

WHEREAS a Correction Deed to the aforesaid Sale Deed 02.08.2016 is also executed by Shri. Chokhoba @ Chokhnath Ramaji Kapse in favour of M/s. Sanmit Builders on 15-11-2017 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur – 4 in Book No. 1 at Sr. No. 9280 on even date; AND

WHEREAS the aforesaid Plot Nos. 73-A, 80 and 81-B is governed under the Sanctioned 1990 Layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the Regularization Letter regarding the aforesaid Plot No. 73-A is issued by the Building Engineer (West) Nagpur Improvement Trust, Nagpur vide its Permit No. 3961 Dated 30-11-2017 in Layout No. 1990/NIT/Dab/40 in Case No. 2017112310. As per the said Regularization Letter Dated 30-11-2017, the area of the said Plot No. 73-A is shown and declared as 1024.1550 Sq. Mtrs.; AND

WHEREAS the Regularization Letter regarding the aforesaid Plot No. 80 is issued by the Building Engineer (West), Nagpur Improvement Trust, Nagpur vide its Permit No. 3962 Dated 30-11-2017 in Layout No. 1990/NIT/Dab/40 in Case No. 2008081412. As per the said Regularization Letter Dated 30-11-2017, the area of the

WHEREAS the Registration Letter regarding the aforesaid Plot No. 51-B is issued by the Building Engineer (West), Nagpur Improvement Trust, Nagpur vide its Permit No. 2883 Dated 30.11.2017 in Layout No. 1968/W/Dabki/15 in Case No. 2000/0/0220, As per the said Regularization Letter Dated 30-11-2017, the area of the said Plot No. 51-B is shown and declared as 65.000 Sq. Mtrs. AND

WHEREAS the said Mr. Sameer Sarasar Kuruan applied to the Nagpur Improvement Trust, Nagpur for amalgamation of the aforesaid Plot Nos. 72-A, 50 and 51-B into single Plot/Unit and considering its request and on receipt of necessary charges from it, the Building Engineer (West) Nagpur Improvement Trust, Nagpur amalgamated the aforesaid Plot Nos. 72-A, 50 and 51-B into single Plot vide its Amalgamation Letter No. 19-1-2018, As per the said Amalgamation Letter Dated 19-10-2018, the area of the said Amalgamated Plot Nos. 72-A, 50 and 51-B is shown and declared as 1321.000 Sq. Mtrs. instead of 1310.287 Sq. Mtrs. Thus the area of the said Amalgamated Plot Nos. 50, 51-B & 72-A is at present 1321.000 Sq. Mtrs. (Or 1230.00 Sq. Fts.) AND

WHEREAS the said M/s. Samrat Buildcon the Vendor hereinabove named, above desired to develop the said Amalgamated Plot Nos. 72-A, 50 and 51-B in to a RESIDENTIAL ESTATE by constructing a Multistoryed Building thereon consisting of various self contained separate Apartments thereon and accordingly the said M/s. Samrat Buildcon has prepared a Plan of a Multistoryed Building proposed to be constructed on the said amalgamated Plots of land and to be known and styled as "ROYAL PARK" and the same is duly sanctioned by the Building Engineer (W) of the Nagpur Improvement Trust vide its Building Permit No. B.E. (W)/STaCase No. 4044/3884/Building No. 2018/0096/7105/811 Dated 25-07-2018, AND

WHEREAS the Vendor does hereby state and declare that there are no encumbrances attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and accordingly for undertaking the no separate permission is required to be obtained from Government or any other Authority.

WHEREAS, the Vendor has proposed to construct on the project land 1 (ONE) Building having Ground Floor for Parking and 4 (FOUR) Upper Floors consisting of 10 (TEN) Apartments each on FIRST + SECOND + THIRD FLOOR and there are 9 (NINE) Apartments on the FOURTH FLOOR. Thus there are in all 39 (THIRTY NINE) self contained separate Apartments in all; AND

WHEREAS the Vendor has entered into a standard Agreement with an

WHEREAS the Vendor has got the said Project Registered under the provisions of the Act with the Real Estate Regulatory Authority vide its Registration No. _____; AND

WHEREAS the Vendor has appointed a Structural Engineer Shri. Prashant Gupta for the preparation of the Structural Design and Drawings of the Buildings and the Vendor accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Buildings; AND

WHEREAS on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Promoter/Confirming Party's Architect Shri. Vikrant Bhatia, Nagpur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has prior to the execution hereof perused the said documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied himself/herself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Developer/Promoter/Confirming Party have produced for inspection to the Purchaser all information and documents which are required to be disclosed as mentioned by the Purchaser and the Purchaser is satisfied with the same and has no further or other information or disclosure to be required from the Vendor; AND

WHEREAS the authenticated copies of Certificate of Title issued by the Advocate Rishabh R. Sharma, Nagpur of the Vendor, authenticated copies of Property Card or extract of Village Forms VI and VII and XII showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively; AND

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

WHEREAS the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been annexed and marked as Annexure-D AND

WHEREAS while sanctioning the said plans, competent local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed

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

WHEREAS the Vendor has declared the said Project to be governed by 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 Rules and Regulations framed thereof shall always remain binding upon the Purchaser and his/his/their successors in title and the said Deed of Declaration is duly registered in the Office of the Sub Registrar Maharashtra in Book No. I at Sr. No. 2012 on 16-05-2012; AND

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

WHEREAS the Purchaser has applied to the Vendor for purchase of Apartment No. _____ on _____ FLOOR in "ROYAL PARK" situated in the Plot Nos. 93-A, 97 AND 97-B, situate at Vadavali Nagar, Ward Taluk, Bhiwandi, Registration District Thane, Registration Sub District Bhiwandi; AND

WHEREAS the Carpet area of the said Apartment is _____ Square Meters; Enclosed Balcony area is _____ Square Meters; Open Balcony area 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 service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but including 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 this Agreement the Vendor has received a sum of Rs. _____/- (Rupees _____ Only) from the Purchaser being part payment out of the total agreed consideration of Rs.

Agreed to be sold by the Vendor to the Purchaser as advance payment or application money/booking amount and the Payment and receipt whereof is hereby admitted and acknowledged by both the Parties. The Purchaser have agreed to pay the balance consideration in the manner mentioned hereinafter; AND

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

WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement Vendor Company agrees to sell and the Purchasers agrees to purchase the said Apartment; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed building by Mother Residential Co-operative and transferable rights thereof has approached the Vendor and expressed his/her desire and will forever to purchase the Undivided proportionate share and interest in the said land appurtenant to the entire R.C.C. Structure/s comprising **Apartment No. _____** on the **_____ FLOOR** of **"ROYAL PARK"**; AND

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

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

(1a) THAT the **VENDOR** will SELL and the **PURCHASER** will BUY THE UNDIVIDED _____ PERCENT (one hundred thirteen) ALL THOSE PIECES and parcel of land bearing Amalgamated Plot Nos. 73-A, 80 and 81-B out of the said mother land admeasuring by admeasurement 1201.600 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 55/23 (Old Kh. No. 55/1) of Mouza – DASHA, P.S.K. 7, TOGETHER WITH the entire R.C.C. Structure/s comprising **Apartment No. _____** covering a Carpet Area of **_____ Square Meters**, Balcony area of **_____ Square Meters**, Enclosed Balcony area of **_____ Square Meters**, Open Balcony area of **_____ Square Meters**, Terrace Area is **_____ Square Meters** on the **_____ FLOOR** of a Building proposed to be constructed thereon and to be known and styled as **"ROYAL PARK"**, bearing Commercial House No. _____, City Survey No. 599 and Street No. 33 of Mouza – DASHA, situate at Vallabh Nagar, Nasik Taluk,

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

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

MANNER OF PAYMENT :-

Rs._____/- (Rupees _____) Only paid by the Purchaser to the Vendor Cheque No. _____, Dated _____, Drawn on _____ Bank, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____/- (Rupees _____) Only paid by the Purchaser to the Vendor Cheque No. _____, Dated _____, Drawn on _____ Bank, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before completion of Plinth.

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

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

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

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

Rs. _____/- (Rupees _____) Only agreed to be paid by

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before casting of 7th Floor Slab.

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

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

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

Rs. _____/- (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor before taking over actual possession of the chosen Apartment or at the time of Sale Deed, whichever is earlier.

Rs. _____/- (TOTAL _____) ONLY.

(iv) THAT the above mentioned total agreed consideration excludes the taxes (including GST) paid or payable by the Vendor Company by way of VAT, Service Tax and Cess OR GST, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and complete on the project payable by the Vendor up to the date of handing over possession of the said Apartment. The Purchaser(s) hereby agrees to pay to the Vendor Extra all such Taxes and Insurance Premium as are or will be demanded and shall always save the Vendor from accruing any liability in the event of implementation of GST Provisions, the increased or decreased exclusive of Tax (GST) shall be required to be paid by the Purchaser(s). It shall be obligatory on the part of Purchasers to pay the amount of VAT, Service Tax, GST as may be applicable etc. simultaneously with the payment of each instalment.

(v) THAT the total agreed consideration is exclusive (over and above) any additions/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government for time to time. The Vendor hereby declares that no amount towards the aforesaid charges is demanded by the Vendor from the Purchaser(s) as on the date of this Agreement.

assessed development charges, cost or levies imposed by the Competent Authorities etc. The Vendor Firm shall enclose the said Notification/Order/Rule/Regulation Published/copy in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be accountable on actual/proportionate basis.

(iv) THAT it is responsibility of the Purchaser to pay the TDS (Tax Deducted at Source @ 1% if applicable and comply the same of such Challan/Receipt issued by the Income Tax Department to the Vendor Firm well before execution and registration of Sale Deed/Conveyance.

(v) THAT the Vendor Firm shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser or any other contractor and there shall be no obstruction 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 Advertising Agency and such contract if made by the Purchaser shall be void and shall not be binding upon the Vendor Firm.

(vi) THAT the Vendor Firm in its sole discretion, is release for early payments of equal installments payable by the Purchaser(s) to Vendor by discounting such early payments @ 9 % per annum for the period by which the respective installment has been prepaid. The provision of following words and such rate of rebate shall not be subject to any rebate/discount, which granted to the Purchasers by the Vendor Firm.

(vii) THAT if the Vendor Firm completes the construction before time than the Purchaser(s) hereby 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. If the construction has been completed before the agreed time etc.

(viii) THAT the Vendor Firm and Purchaser (s) has/have agreed that this 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 inconsequence 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 in the heterogeneous nature of construction like those due to uneven connection and separation of unequal settlement of footings are likely to occur. It is agreed by the Purchaser (s) 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 in

carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.(a) of this Agreement.

(H) THAT Purchasers OR Andrew authorizes the Vendor Firm to adjust/appropriate all payments made by them under any heading(s) of dues against such outstanding, if any, in their names as the Vendor Firm may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the Vendor Firm to adjust such payments in any manner.

(I-1) THAT the Vendor Firm 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 certificate in respect of said Apartment.

(J-2) THAT Schedule of payment mentioned above shall be strictly adhered to by the Purchaser and the time is the Essence of Contract for the Vendor Firm in completing the project and handing over the Apartment to the Purchasers and the common areas to the association of the persons after receiving the occupancy certificate or the completion certificate, the case may be. Similarly the Purchaser(s) shall make timely payments of the said sum and other dues payable by them and meeting the other obligations as per Clause 10, under this Agreement subject to completion of project by the Vendor Firm.

(J) THAT the Vendor Firm declares that the FSI available as on date in respect of the said project and which are applicable to the said project and the same is also said by the Vendor Firm and the Purchasers is/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor Firm by utilizing the said FSI on the understanding that the declared proposed FSI shall belong to the Vendor Firm being solitary owner and developer of the said project.

THAT the Vendor Firm reserves its right to erect any additional construction on the available open space or on the top or terrace of the building if the FSI in relation to the said Plans or any amended or balance use by loading TDR is duly available

future and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and lift, use of common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the consent and production of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the appurtenance of the said building.

(41) THAT if Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor hereby agrees to pay to the Purchaser who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser agrees to pay to the Vendor, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

(42) THAT without prejudice to the right of Vendor to charge interest in terms of sub clause 41 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Vendor shall, at its own option, may terminate this Agreement: Provided that, Vendor shall give notice of intent to terminate by registered Post A.D. at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches within 15 days of such notice, then at the end of such notice period, this Agreement shall PSD PVDTD 2017 cancelled and terminated absolutely forthwith. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund the Purchaser, subject to deduction of a sum of Rs. 100,000/- (Rupees One Lakh Only) plus the amount of interest chargeable at the rate prescribed in the Clause No. 41 of this Agreement on the defaulted instalments from the due date till the date of cancellation, but only

(5) THAT The fixtures and fittings with regard to the flooring and sanitary fittings are provided for with particular brand or price range as recommended to be provided by the Vendor Both in the said building and the Apartment as more particularly described in Annexure E annexed hereto.

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

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

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

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

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

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

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

(7.1) Procedure for taking possession :-

The Vendor upon obtaining Completion or Occupancy Certificate from the Competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the apartment to the Purchaser(s) in terms of this

Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agrees to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the case may be.

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

(7.3) THAT the Purchaser hereby agrees not to occupy the said apartment without prior written permission of the Vendor Firm else Purchaser shall be liable as a trespasser.

(7.4) THAT the Vendor does hereby agree with the Purchasers 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, G.S.T. and all other Taxes and cesses that may be levied and payable at the time of Registration from the Purchaser, the Vendor will execute a proper Sale Deed relating to the undivided share and interest in the said land also the undivided R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the nominee or the nominee (s) appointed by the Purchaser and get the same duly Registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by him/her/them to the Vendor Firm.

(7.5) THAT on obtaining proper Sale Deed relating to the undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof. However the Apartment chosen by the Purchaser in the proposed multi-storied building shall be owned and possessed by the Purchaser exclusively with full rights and absolute rights thereto. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

(7.6) Failure of Purchaser to take Possession of Apartment :-

Upon receiving a written intimation from the Vendor Firm as per Clause 7.1, the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the

Clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable to the Vendor or the Association, if formed. In case such circumstances the modifications as may be imposed by the Association shall remain binding upon the Purchaser.

(7.2) THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C. Pardis or other structural portions in the said Apartment and not cause any damage to water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorised acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences in any case. The Purchaser shall not be entitled to put any kind of hooks etc. in the common portion/body of the building.

(7.3) THAT if within a period of five years from the date of handing over the said Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor Firm any structural defect in the Apartment or in the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be notified by the Vendor Firm at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect is found in the preparatory items used in construction of the said apartment, the Purchaser shall lodge claim of defect and accordingly it is duty with the manufacturer of such item and the Vendor Firm shall always cooperate and assist the purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of seismic forces, climate, confined and expansion joints in order to work and such haircracks shall not be treated as defects.

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

The word defect here means only the manufacturing defects caused on account of wilful neglect on the part of the Vendor Firm and shall not mean defects caused by normal wear and tear, negligent use of Apartment by the Occupants, wrong user of fixtures etc. defects in fittings and fixtures are not included herein.

(8) THAT The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purposes of residence/ not for running any Residential

(9.1) THAT The Vendor Firm has already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration u/s. 2 of the said Act, after it got of the proposed FSI. That 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 Rules and Regulations framed there under shall always remain binding upon the Purchaser and their successors in title.

(9.2) THAT the Purchaser agrees to accept such terms and conditions of the bye-laws and restrictive covenants in the Sale Deed as are set forth herein, but which may be deemed necessary or desirable to regulate the enjoyment rights of the other Apartment Owners 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 of any part thereof will be effected or carried out by the Purchaser severally with the other apartment owner or owners.

(9.4) THAT The Vendor Firm shall within 5 (Five) Months from the date of Occupancy Certificate/Completion, declaration of the said property to the provisions of the Maharashtra Apartment Ownership Act as aforesaid, cause to be transferred to the said Association of Apartment Owners all the right, title and the interest of the Vendor and the owners in the said structure of the building or wing in which the said apartment is situated.

(9.5) THAT within 15 days after notice in writing is given by the Vendor Firm 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 the 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, watchmen, sweepers and all such expenses necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of all the outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor such provisional sum as may be demanded by the Vendor, and such amount paid by the Purchaser is subject to any adjustment and/or increase as may be found necessary and payable, after the completion of the building or wings as the case may be.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :-

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

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

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

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/ wing are valid 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 Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land and said building/ wing.

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

viii. The Vendor hereby confirms that the Vendor Firm is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.

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

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

xi The Vendor Firm has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes or other monies, levies, impositions, premiums, outgoings 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 Firm except as disclosed in the title report.

(III) THAT The Purchaser (s) relying on assurance with intention to bring all persons into whomsoever hands the Apartment may come, hereby covenants with the Vendor Company as under :-

i To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done any act in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or changes/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 Firm that from the date of taking over the actual possession of the Apartment, except by Purchaser, the Purchaser will not object or interfere or obstruct the Vendor Firm in any way in carrying on and completing the work of that Apartment in the said building and keeping building materials on the not plots open spaces.

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 authorities 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

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 and order in which it was delivered by the Vendor Firm to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situate or the Apartment which may be contrary to the rules and regulation and byelaws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

vi. Not to do or perform any activity, which will result in damages to the said Apartment and common areas of the project. The Purchaser shall not do and cause to be done material to fill, causing the accumulation of debris in open space, bring in any damage or transporting vehicle beyond the maximum 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 break out, install, raise garage or other work or permit the same to be known for the said apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor Firm within 15 days of demand by the Vendor, the 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 increases 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

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

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

xii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor Firm 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 project, then the Vendor Firm shall bear and pay the proportionate maintenance charges for such unsold Apartment.

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

(xv) Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law of the said apartment or of the said plot of land and building or any part thereof. The Purchaser shall have a right, title and interest in respect of the apartment hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor Firm until the transfer of the said building maintenance & management to the Association of Apartment Owners as hereinabove mentioned.

(iv) That the said property is delineated and shall be known as correctly described in the Schedule hereunder written and be and 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 impede the construction/development nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such advancement and/or pressure will always be subject to correction by the parties hereto.

(15) After the Vendor Firm 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 who has taken or agreed to take such Apartment.

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

(17) ENTIRE AGREEMENT :- This Agreement along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment, letter, correspondence, 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) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS SUBSEQUENT PURCHASERS :- It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations

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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform 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 PRESENT AGREEMENT :-

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchasers in project, the same shall be proportion to the carpet area of the Apartment to the total carpet area of all the apartments 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 addition 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 hereunder or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

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

(25) THAT all notices to be served on the Purchaser and the Vendor Firm as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor Firm by Registered Post A.D. and notified Email and/or Courier of Postings at their respective address specified below :

Name of the Purchaser : _____

Address of the Purchaser _____

Name of the Vendor : M/S. SANRAT BUILDCON

Address of the Vendor Firm : Plot No. 49, Bandhu Seva Utsav, Parsodi, Nagpur-440022.

That it shall be duty of the Purchaser and the Vendor Firm to inform each other about 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 served by the Vendor Firm or the Purchaser, as the case may be.

(26) JOINT PURCHASERS :- That in case there are more than one purchasers all communications shall be sent by the Vendor Firm to the Purchaser whose name appears first and at the address given by him which shall be all in all and purposes be considered as properly served on all the Purchasers.

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

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

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

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

FIRST SCHEDULE REFERRED TO ABOVE

ALL THOSE Pieces and parcel of land bearing Amalgamated Plot Nos. 73-A, 80 and 81-B out of the auctioned plot admeasuring by admeasurement 1221.883 Sq. Mtrs. being a portion of the entire land bearing R.S. No. 33/2/2 (Old No. 33/2) of Mouza – DASHA, P.H.K. 7, bearing Corporation House Nos. _____, City Survey No. 308 and Street No. 82 of Mouza – DASHA, situate at Vidarbha Nagar, Wadi Tahsil Dakra, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 61 in Tehsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	9.00 MTRS. WIDE ROAD.
ON THE WEST	-	9.00 MTRS. WIDE ROAD.
ON THE NORTH	-	ADJ PLOT NOS. 84 AND 85.
ON THE SOUTH	-	9.14 MTRS. WIDE ROAD.

SECOND SCHEDULE REFERRED TO ABOVE
(APARTMENT)

ALL THAT R.C.C. Constructed and completed APARTMENT NO. _____ of the building known and styled as "ROYAL PARK" on the _____ FLOOR proposed to be constructed upon the land more fully described in First Schedule hereinabove and the said Residential Apartment having areas as under :-

Carpet Area _____ Sq. Mtrs.

Built up Area _____ Sq. Mtrs.

Enclosed Balcony Area _____ Sq. Mtrs.

Open Balcony Area _____ Sq. Mtrs.

Terrace Area _____ Sq. Mtrs.

Undivided Share and Interest in land _____% (Point _____)

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

WITNESSES :

1) _____ FOR M/S. SAMRAT BUILDCON

(1)
(RAMSAKHA RAMBHAWKAR SHUKLA)

(2)
(SAURABH RAMYASH SHUKLA)

2) _____

(3)
(MRS. POONAM SAURABH SHUKLA)

(4)
(MISS. SHRADDHA RAMSAKHA SHUKLA)
Authorised Partners
VENDOR

_____
PURCHASER