PURNIMA CONSTRUCTION

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purnimaconstructions1@gmail.com
F2, K.C. Apartments, Manji Dana Colony,
Gitti Khadan, Katol Road, Nagpur - 13.

ALLOTMENT LETTER

Date :

To,

Mr. _____**(Name of Allottee) & Mrs.** _____**, (Name of Second Allottee** residing at _____**, (Adress of Allottee).** Is herby allotted a Flat no. _____ on the _____ **Floor** in the scheme known as **" NIKUNJ REGENCY II "** **situated at Plot No. 39-B, Gokul/Joras Housing Society, Gorewada Road, Borgaon, Nagpur. Kh. No. 72/1, 73/1, 76/1, 77/1, 78/1, 81 & 82/1, Mouza- Borgaon, Nagpur. City Survey No. 11 & Sheet No. 116/14, Borgaon, Nagpur**, with in the Limits of Nagpur Municipal Corporation **Ward No. 62** in Tahsil and District **Nagpur** having Super Built Up area _____ Sq. Feet Agreement Value Rs. _____/- **(Rs in words** _____**).**

Authorized Signatory
(M/S PURNIMA CONSTRUCTION)
" NIKUNJ REGENCY II "

AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this ____ Day of _____, 2021 **M/S PURNIMA CONSTRUCTION**, A Proprietary Concern having its Office at F2, K C Apartment, Manji Dana Colony, Beside Satyanarayan Mandir, Gittikhadan, Katol Road, Nagpur - 440013, acting through its Sole Proprietor **SHRI. JAIDEO S/o PRABHULAL CHAUHAN (PAN: - ACUPC2730K)**, Aged 44 Years, Occupation – Business, Resident of Manji Dana Colony, Gittikhadan, Katol Road, Nagpur, Tahsil and District – NAGPUR, hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PROPRIETORY CONCERN, as well as his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

SHRI/MRS. _____ (PAN NO – _____), Aged _____ Years, Occupation - _____, Resident of _____, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 39 out of the layout of GOKUL/JORAS HOUSING SOCIETY, NAGPUR, containing by admeasurement 929.00 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, bearing City Survey No. 11 and Sheet No. 116/14 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, Originally belonged to Shri. Hemendra Harilal Chotalia, Shri. Mukund Harilal Chotalia and Shri. Sirish Harilal Chotalia, having purchased the same by them from Gokul/Joras Housing Society, Nagpur by a Sale Deed Dated 18-4-1990, which is duly Registered in the Office of the Joint Sub-Registrar - 1, Nagpur in Addl. Book No. 1, Volume No. 1653 on Pages 19 to 20 at Sr. No. 5033(P) on even date; AND

WHEREAS the aforesaid Plot No. 39 is covered under the Scheme of 1900 Layouts of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the Regularization Letter regarding the aforesaid Plot No. 39 is issued by the Building Engineer (North-East), Nagpur Improvement Trust, Nagpur vide his Permit No. BE\NE/1900/2249 Dated 14-2-2007 in Case No. 200303274844. As per the said Regularization Letter the area of the said Plot No. 39 is shown and declared as 884.8340 Sq. Mtrs. Thus the area of the said Plot No. 39 is at present 884.8340 Sq. Mtrs; AND

WHEREAS lateron Shri. Hemendra Harilal Chotalia, Shri. Mukund Harilal Chotalia and Shri. Sirish Harilal Chotalia applied for division of the said Plot No. 39. The Nagpur Improvement Trust, Nagpur divided the said Plot No. 39 into 39-A and 39-B respectively by letter No. इमा.अभि.(प)/265 Dated 24-7-2019. Therefore the Plot agreed to be purchased by the Purchaser is now 39-B containing by admeasurement 442.415 Sq.Mtrs; AND

WHEREAS Shri. Hemendra Harilal Chotalia, Shri. Mukund Harilal Chotalia and Shri. Sirish Harilal Chotalia lateron transfer the said Plot to M/s Purnima Construction the Grantor hereinabovenamed, by an Agreement to Sell Dated 23-11-2020, which is duly Registered in the Office of the Sub-Registrar - 1, Nagpur in Book No. 1, at Sr. No. 7260 on even date then after Sale Deed Dated 19-03-2021 Registered in favor of the Vendor abovenamed, which is duly Registered in the Office of the Sub-Registrar - 6, Nagpur in Book No. 1, at Sr. No. 2424 on even date, THAT now As a result therefore the Grantor hereinabovenamed has now become an exclusive, absolute and full Owner of the said Plot No. 39-B with heritable and transferable rights therein; AND

WHEREAS the Vendor hereinabovenamed has decided to develop the said Plot into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS the Vendor has accordingly prepared a plan of a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as “NIKUNJ REGENCY-II” and the same is duly sanctioned by the Deputy Engineer of Town Planning of Nagpur Municipal Corporation, Nagpur vide his

Building Permit No. ADTP(Dharampeth Zone)AB-W-B-39B/Tracking No. 202101251/1181 Dated 15-03-2021; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable, as per the documents and representation made by the Vendor; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Multistoreyed building; AND

WHEREAS the Purchaser being desirous of owning an Apartment for her/his Residential use in the said Multistoreyed building with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Plot TOGETHERWITH the entire R.C.C Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchaser has also specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire agreed cost of construction of the Apartment chosen by her/him to the Vendor; AND

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

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment No _____;

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____/-

(Rupees _____) Only

SCHEDULE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 39-B out of the layout of GOKUL/JORAS HOUSING SOCIETY, NAGPUR, containing by admeasurement 442.415 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq.Mtrs and Built-up area of _____ Sq. Mtrs + Covered Balcony Area of _____ Sq.Mtrs (i.e Total Built-up area of _____ Sq.Mtrs) alongwith Open Balcony Area of _____ Sq.Mtrs, Premium area (Which includes Passage, Staircase and Lift) of _____ Sq.Mtrs, and Covered Parking area of _____ Sq.Mtrs, on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "NIKUNJ CLASSIC-II", bearing Nagpur Municipal Corporation No. 808/C/39/B, City Survey No. 11 and Sheet No. 116/14 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR

Explanation:

(i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Apartment;

(ii) The Total Price above excludes Taxes like Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Vendor shall be increased/reduced based on such change / modification;

(iii) The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) share in the Common Areas; and 2) closed parking as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, 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 from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.4 The Purchaser(s) shall make the payment as per the payment plan set out in **Schedule B**
("**Manner of Payment**").

1.5 The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Vendor.

1.6 It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.7 The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest

at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand that 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 feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Vendor agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

(i) The Purchaser shall have exclusive ownership of the Apartment;

(ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Vendor and the Purchaser agrees that the Apartment along with Ground Floor parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

1.10 It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to

be filed with to be filed in accordance with the Competent Authority.

1.11 The Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Purchaser has paid a sum of Rs. _____/- (Rupees _____) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment/Plot as prescribed in the Manner of Payment as may be demanded by the Vendor within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendor abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the Manner of Payment through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of

'M/s Jai Balaji Infra payable at Nagpur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser, if resident outside India, shall be solely responsible for

complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate* or the completion

certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in **Manner of Payment**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Apartment Ownership Act and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 **Schedule for possession of the said Apartment:** The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before Dated 31-12-2023, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Vendor, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 15 days of receiving the occupancy certificate* of the Project.

7.3 **Failure of Purchaser to take Possession of Apartment/Plot:** Upon receiving a written intimation from the Vendor as per clause 7.2, the Purchaser shall take possession of the Apartment from the Vendor by executing necessary Sale Deed, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Purchaser -** After obtaining the occupancy certificate* and handing over physical possession of the Apartment by executing Sale Deed to the Purchasers, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Purchaser** – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Vendor to the Purchaser within 45 days of such cancellation.

7.6 **Compensation –**

The Vendor shall compensate the Purchaser in case of any loss caused to him

due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Vendor shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

(i) The Vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with

respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(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 said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

(viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(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 by or served upon the Vendor in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:

(i) Vendor fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Vendor under the conditions listed above, Purchaser is entitled to the following:

(i) Stop making further payments to Vendor as demanded by the Vendor. If the Purchaser stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or

(ii) The Purchaser shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser fails to make payments for 2 consecutive demands made by the Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Purchaser under the condition listed above continues for a period beyond 2 consecutive months after notice from the Vendor in this regard, the Vendor shall cancel the allotment of the Apartment in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Vendor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the

event of Vendor's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Vendor / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Green Sign in the Map, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good

repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

The Purchaser is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. MAHARSHTRA APARTMENT OWNERSHIP ACT

The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said building, the Vendor has executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Sub-Registrar Nagpur-6 in Book No. 1 at Sr. No. 1557 on 18/02/2021. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and his/her successors-in-title.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor 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 30(thirty) 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.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Vendor in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchasers.

25.2 Failure on the part of the Vendor to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may

be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser after the Agreement is duly executed by the Purchaser and the Vendor 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 Sub-Registrar No. 1.

30. NOTICES

That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post at their respective addresses specified below:

M/s Purnima Construction
F2, K C Apartment, Manji Dana Colony,
Beside Satyanarayan Mandir, Gittikhadan, Katol Road, Nagpur - 440013.

Shri./Mrs_____

_____.

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

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. GOVERNING LAW

That 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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE A

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 39-B out of the layout of GOKUL/JORAS HOUSING SOCIETY, NAGPUR, containing by admeasurement 442.415 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 AND 82/1 of Mouza – BORGAON, bearing Nagpur Municipal Corporation No. 808/C/39/B, City Survey No. 11 and Sheet No. 116/14 of Mouza – BORGAON, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	**-**	**PLOT NO. 31.**
ON THE WEST	**-**	**9.00 MTRS WIDE ROAD.**
ON THE NORTH	**-**	**PLOT NO. 39-A.**
ON THE SOUTH	**-**	**PLOT NO. 38.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ covering a Carpet area of _____ Sq.Mtrs and Built-up area of _____ Sq. Mtrs + Covered Balcony Area of _____ Sq.Mtrs (i.e Total Built-up area of _____ Sq.Mtrs) alongwith Open Balcony Area of _____ Sq.Mtrs, Premium area (Which includes Passage, Staircase and Lift) of _____ Sq.Mtrs, and Covered Parking area of _____ Sq.Mtrs, on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "NIKUNJ REGENCY-II", including/excluding any share in staircase and balconies for Uppers Floors.

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

Drafted By. Adv. Amiit Jain as per the instructions and documents provided by the Parties**.**

Mob. 8381033335.

WITNESSES :

FOR M/S PURNIMA CONSTRUCTION

(JAIDEO PRABHULAL CHAUHAN)
PROPRIETOR
VENDOR

(_____)
PURCHASER

WITNESSES :

1. **2.**

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, towards Booking on or before execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor after the execution of this Agreement.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of Plinth Level.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of all the Slabs.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of all the Walls, Internal Plaster, Flooring, Doors and Windows of the said Apartment.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of all the

Sanitary Fittings, Stairs, Lift Walls Lobbies upto the Floor level of the said Apartment.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of External Plumbing and External Plaster, elevation, Terrace with Waterproofing of the Building.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of completion of Lufts, Water Pumps, Electrical Fittings, Electro, Machanical, Enterance Lobby.

Rs. _____ (Rupees _____) Only shall be paid by the Purchaser to the Vendor at the time of Possession of the said Apartment on or after receipt of Occupancy Certificate or Completion Certificate.

Rs. _____ (TOTAL RUPEES _____ ONLY)