AGREEMENT TO SELL FOR RS. _____/- ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR) RS. _____/- ONLY

Zone/Item No. _____ Page- _____ (ASR 2021-22)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2021, BETWEEN :

M/S HARIHAR INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, A Company registered under the Companies Act, 1956 having its Registered Office at G-3, Amar Palace, Near BJP Office, Opposite Patwardhan Ground -Nagpur (PAN AABCH9888H) and acting through its Authorised Director **SHRI MANISH S/O SHRI. ARVIND BADIYANI**, Aged about 47 Years, Occupation - Business, PAN ABRPB8831G, AADHAR UID 983599226541 Resident of 75, Badiyani House, Opposite Tilak Vidyalaya. Dhantoli, Nagpur, Pin Code 440 012, Tahsil and District - NAGPUR acting through their duly Constituted Attorney-

M/s. MAHARSHEE BUILDERS, A Partnership Firm, having its Registered Office at "Shivpad Apartments", 262, West High Court Road, Bajaj Nagar, Nagpur-440 010, (Income Tax Permanent Account No. AABFM3441L) and acting through its Authorised Partner **SHRI. AVINASH S/o MANOHARRAO TARPE,** Aged about 54 Years, Occupation – Business, (Income Tax Permanent Account No. AAFPT8444A & Aadhar Unique Identity No. 2942 7634 5506), Mobile No. - 9823279787 Resident of Plot No. 151, Shankar Nagar, Nagpur-440 010, Tahsil and District – NAGPUR (Maharashtra State), hereinafter both jointly called the **"VENDORS",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDORS"** as well as, her/his/their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

1) SHRI /SMT _____
Aged about – _____ Years, Occupation – _____
Income Tax Permanent Account No. – _____
Aadhar Unique Identity No. – _____
Resident of - _____
_____
Mobile No. _____

hereinafter called the **"PURCHASER/S",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER/S",** as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

M/s. MAHARSHEE BUILDERS, A Partnership Firm, having its Registered Office at "Shivpad Apartments", 262, West High Court Road, Bajaj Nagar, Nagpur-440 010, (Income Tax Permanent Account No. AABFM3441L) and acting through its Authorised Partner **SHRI. AVINASH S/o MANOHARRAO TARPE,** Aged about 54 Years, Occupation – Business, (Income Tax Permanent Account No. AAFPT8444A & Aadhar Unique Identity No. 2942 7634 5506), Mobile No.- 9823279787, Resident of Plot No. 151, Shankar Nagar, Nagpur - 440 010, Tahsil and District – NAGPUR (Maharashtra State), hereinafter called the **"DEVELOPER / PROMOTER / CONFIRMING PARTY",** which expression shall unless repugnant to the context or meaning thereof, always 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 **THIRD PART.**

WHEREAS, the Vendors hereinabovenamed is an exclusive, absolute and full Owners (i.e. Joint/Co-Owners) of the property comprising ALL THAT Piece and parcel of land bearing Plat No 1 out of the sanctioned layout containing by admeasurement 1105 248 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 37/2 of Mouza- BESA, PSK 38 including all other easementary rights appurtenant belonging thereto, situated at Village - Besa, within the limits of the Nagpur Metropolitan Region Development Authority and Grampanchayat- Besa, in Tahsil Nagpur (Rural) and District- NAGPUR, and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS ALL THAT Peace and Parcel of land bearing Kh. Nos. 37 and 38 of Mouza-BESA, P.S.K. 38, alongwith Kh. Nos. 83/1 and 52/4 of Mouza-Besa, Originally belonged to Shri. Karuji Menghare, being his separate and ancestral properties AND

WHEREAS during the course of time the aforesaid Shri. Karuji Menghare and his other Family Members Partitioned their Joint Family Immoveable properties including the aforesaid properties in between them by a Deed of Partition Dated 12/12/1966 and in terms of which the property comprising Kh. Nos. 37 and 38 of Mouza-Besa having an area of 5.81 Hectares (i.e. 14.40 Acres) was allotted to the exclusive share of his son Shri. Shamrao Karuji Menghare absolutely forever with heritable and transferable rights therein. AND

WHEREAS during the course of time some dispute arose in between the aforesaid Shri. Shamrao Karuji Menghare and his sons namely Shri Madhukar Shamrao Menghare, Shri. Baban Sharmrao Menghare and Shri. Prakash Shamrao Menghare along with Adiwasi Gruha Niman Society regarding the aforesaid property, which was resulted into the initiation of legal proceedings in the Court of law. And accordingly the said Shri. Madhukar Shamvao Menghare had filed a Regular Civil Suit against his aforesaid father and brothers for Partition and separate possession before the Court of Joint Civil Judge, Junior Division, Nagpur, which was registered as Reg. CS. No 1576/1965, AND

WHEREAS the aforesaid Regular Civil Suit was decreed on 28/11/1991 and as per order passed by the Hon'ble Judge, 1/4th share was given in all the properties to the aforesaid Shri. Shamrao Karuji Menghare and his 3 sons namely Shri. Madhukar Shamrao Menghare, Shri. Baban Shamrao Menghare and Shri. Prakash Shamrao Menghare As per said Order the said Shri. Shamrao Karuji Menghare was allotted a share of 0.75 Hectares of land out of Kh. No. 37 and 0.71 Hectares of land out of Kh. No 38 The said portions of land were renumbered as Kh. Nos. 37/2 and 38/1, AND

WHEREAS the said Shri. Shamrao Karuji Menghare left for heavenly abode on 27/06/1992 (his wife Smt. Saytrabai Shamrao Menghare left for heavenly abode on 12/02/2008), leaving behind him, his 3 sons namely Shri. Madhukar Shamrao Menghare, Shri. Baban Shamrao Menghare and Shri Prakash Shamrao Menghare and 2 married daughters namely Mrs. Pushpa Dilip Deotale and Mrs. Triveni Vasantrao Itankar, by way of intestate succession, being the only legal heir of the deceased, AND

WHEREAS the aforesaid Shri. Madhukar Shamrao Menghare and his legal hairs later on transferred their 1/5th share and interest in ALL THOSE Pieces and Parcels of land bearing Kh. Nos. 37/2 & 38/1 of Mouza-BESA, P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwatdar Class-1 Rights situated at Village -Besa, within the limits of the Grampanchayal-Besa in Tahsil-Nagpur (Rural) and District -NAGPUR by way of Sale to M/s. Harihar Infrastructure Development Corporation Limited the Grantor named hereinabove, by a Sale Deed Dated 06/03/2010, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No 1586 on even dale; AND

WHEREAS in the like manner the aforesaid Shri. Baban Shamrao Menghare Shri. Prakash Shamrao Menghare, Mrs. Pushpa Dilip Deotale and Mrs. Triveni Vasantrao Itankar later on transferred their individual 1/5th share and interest (i.e. remaining 4/5th share and interest) in ALL THOSE Pieces and Parcels of land bearing Kh. Nos. 37/2 & 38/1 of Mouza -BESA P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwatdar Class-1 Rights, situated at Village - Besa within the limits of the Grampanchayat-Besa in Tahsil-Nagpur (Rural) and District-NAGPUR by way of Sale to M/s. Harihar Infrastructure Development Corporation Limited, the Grantor named hereinabove, by a Sale Deed Dated 28/07/2010, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4702 on even date. As a result therefore the Grantor has now become an exclusive, absolute and full owner of the aloresaid property comprising Kh. Nos. 37/2 & 38/1 of Mauza- BESA, P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwatdar Class 1 Rights situated at Village-Besa, within the limits of the Grampanchayat - Besa in Tahsil - Nagpur (Rural) and District-NAGPUR with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS the aforesaid entire land bearing Kh. No. 37/2 of Mouza - Besa is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 28/06/2018 passed in Revenue Case No. 307/NAP-34/2017-2018, AND

WHEREAS for the purpose of development of said land the Vendor / Confirming Party entered into an Agreement of Development with Nagpur Improvement Trust, Nagpur on 31/01/2015 upon several terms and conditions contained therein, AND

WHEREAS In terms of the said Agreement, the Executive Engineer (Metro) Nagpur Improvement Trust, Nagpur has recommended and approved the layout Plan of said land vide its Letter No. EE(Metro)/AE(M-1)/1281 Dated 31/01/2015; AND

WHEREAS for cogent reasons and good causes the Vendor /Confirming Party decided to sell Plot No. 1 out of the said sanctioned layout containing by admeasurement 1105.248 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 37/2 of Mouza-BESA, P.S.K. 38 to any interested buyer and to utilize the sale proceeds thereof in its best interest AND

Whereas, the Vendor have entered into an Agreement to Sale with M/s. Maharshree Builders, a Partnership Firm, having Its Registered Office at 262, Bajaj Nagar, Nagpur and acting through its Authorized Partner SHRI. AVINASH MANOHARRAO TARPE, and the said Agreement to Sale is duly registered at the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 10415 on 31-12-2020. Along with a General Power of which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 10416 on 31-12-2020.

WHEREAS the Vendor lateron decided to develop the said Plot No. 1 (ONE) into a Commercial and Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Shops & Apartments therein. And accordingly by an Agreement for Sale Development Dated _____ they have jointly entrusted the entire work of development of the

said property to M/s. Maharshee Builders, the Developer/Confirming Party hereinabovenamed upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Joint Sub Registrar, _____ in Book No. _____ at Sr. No. _____ on even date on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

WHEREAS, in terms of the said Agreement of Sale dated _____ which _____ at Sr. No. _____ on even date, the Vendors have entrusted the entire work of Development of the aforesaid Property to the Developer/ Promoter/ Confirming Party hereinabovenamed upon the several terms and conditions contained therein; AND

WHEREAS, by the same Agreement the Vendor have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot/Piece of Project land in favour of each such individual prospective buyer(s) as may be nominated by the Developer/ Promoter/ Confirming Party hereto; AND

WHEREAS, the Vendor have executed Irrevocable General Power of Attorney in favour of the Confirming Party hereto on 31.12.2020 and the same are also duly registered at the Office of the Joint Sub Registrar, Nagpur -7 in Book No. 1 at Sr. No. 10416 on even date; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a 1 (ONE) Multistoried Building consisting of various self contained separate Shops and Apartments therein; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; ***authenticated copy is attached in Annexure 'F'***;

WHEREAS, the Developer/ Promoter/ Confirming Party has appointed following professionals :

Architect	:	Shri. Kishor Chiddadwar Address - 9 E, Suya Nagar, Nagpur
Structural Engineer	:	Shri. Arun D. Uttarwar Address – Devnagar, Nagpur
Plumbing Engineer	:	_____------_____ Address _____------_____
Electrical Engineer	:	_____------_____ Address _____------_____
Landscape Architect	:	_____------_____ Address _____------_____

WHEREAS, the Vendor and the Developer/ Promoter/ Confirming Party has sole and exclusive right to sell the Apartments in the said building to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Developer/ Promoter/ Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the

Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer/ Promoter/ Confirming Party and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of Property card showing the nature of the title of the Vendors to the Project Land on which the Shops and Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the N.M.R.D.A vide its Building Permit No. BE (NMRDA)/South/Nagpur(Rural)No.30210319257/202105111/2078 dated 21/06/2021 have been ***annexed hereto and marked as Annexure C***; AND

WHEREAS, the authenticated copies of Floor Plan of the Apartment / Shops agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D***; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

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

WHEREAS, the Purchaser has applied to the Developer/ Promoter/ Confirming Party for purchase of the **Shop / Apartment No. _____ on _____ Floor** being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires :-

i) **Carpet area :** As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

ii) **Balcony :** For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.

iii) **Open Terrace:** For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.

iv) **Common Areas :** As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/ Promoter/ Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as "MAHARSHEE SQUARE APARTMENT" consists of 1 (One) independent and separate Multistoreyed Building, consists of the Ground Floor and Six Upper Floors. There are 8 (EIGHT) SHOPS/ OFFICES each on the GROUND and FIRST FLOOR, thus there are in all 16 shops in the Building. AND There are 5 (Five) Apartments each on the SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR & SIXTH FLOOR. Thus there are in all 25 (TWENTYFIVE) independent and self contained separate Apartments in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/ Promoter/ Confirming Party shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Developer/ Promoter/ Confirming Party and the Developer/ Promoter/ Confirming Party hereby agrees to sell to the Purchaser **Shops/Apartment No. _____ having carpet area admeasuring _____ Sq. Meters on _____ Floor,** (hereinafter referred to as "the Shops/ Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule "D"** for the total sale consideration of **Rs. _____/- (Rupees _____ Only).** After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendors and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration of **Rs. _____/- (Rupees _____ Only)** to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party towards the said Shops/ Apartment hereinafter referred to as the **"Consideration amount".** The Developer/ Promoter/ Confirming Party specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Shops/ Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule – "C".** The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Developer/ Promoter/ Confirming Party the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

SCHEDULE – "E"

Rs._____/- (_____) Only ***(not exceeding 10% of the total consideration)*** paid by the Purchaser to the Vendors at the time of Booking.

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

Rs._____/- (_____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the Plinth of the building / wing in which the said Apartment is located.

Rs._____/- (_____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the slabs and stilts of the building or wing in which thesaid Apartment is located.

Rs._____/- (_____) Only ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

Rs._____/- (_____) Only ***(Not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

Rs._____/- (_____) Only ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

Rs._____/- (_____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

Rs._____/- (_____) Only agreed to be paid by the Purchaser to the Vendorsagainst and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. _____/- (RUPEES _____) ONLY

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter/ Confirming Party by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be

levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer/ Promoter/ Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Developer Promoter/ Confirming Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/ Promoter/ Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the Developer/ Promoter/ Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into

any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer/ Promoter/ Confirming Party.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Developer/ Promoter/ Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h THAT, the Developer/ Promoter/ Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall

demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 THAT, the Developer/ Promoter/ Confirming Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Vendor as well as the Purchaser. The Developer/ Promoter/ Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. **("Payment Plan")**.

3.1 If the Developer/ Promoter/ Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer/ Promoter/ Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer/ Promoter/ Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Developer/ Promoter/ Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer/ Promoter/ Confirming Party.

3.2 Without prejudice to the right of the Developer/ Promoter/ Confirming Party to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the Developer/ Promoter/ Confirming Party shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Developer/ Promoter/ Confirming Party within a period of 15 days, then the Developer/ Promoter/ Confirming Party shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Developer/ Promoter/ Confirming Party, then the Developer/ Promoter/ Confirming Party shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser. In the event of cancellation by Purchaser, the Developer/ Promoter/ Confirming

Party is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer/ Promoter/ Confirming Party in the said building and the Apartment as are set out in **Annexure - 'D', *annexed hereto***.

5. The Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser on or before _____ day of _____ _____ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer/ Promoter/ Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer/ Promoter/ Confirming Party. If the Developer/ Promoter/ Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his

agents by the aforesaid date, then the Developer/ Promoter/ Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/ Promoter/ Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Developer/ Promoter/ Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Developer/ Promoter/ Confirming Party hereto.

Provided further that the Developer/ Promoter/ Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

6.1 Procedure for taking possession – The Developer/ Promoter/ Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer/ Promoter/ Confirming Party shall give possession of the said Apartment to the Purchaser. The Developer/ Promoter/ Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Promoter/ Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/ Promoter/ Confirming Party or Association of Purchasers, as the case may be.

6.2 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

6.3 THAT the Developer/ Promoter/ Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Developer/ Promoter/ Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Developer/ Promoter/ Confirming Party.

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

THAT the Developer/ Promoter/ Confirming Party reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Developer/ Promoter/ Confirming Party in so utilizing and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Developer/ Promoter/ Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Developer/ Promoter/ Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future building/s.

6.5 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Developer/ Promoter/ Confirming Party as per clause (____-___) the Purchaser shall take possession of the Apartment from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Developer/ Promoter/ Confirming Party. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7. THAT it is understood by the Purchaser that the Developer/ Promoter/ Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Developer/ Promoter/ Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Developer/ Promoter/ Confirming Party.

8.1 That the Vendor/Developer/ Promoter/ Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur- 4 in Book No. 1 at Sr. No. _____ on _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

8.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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

8.4 Within 15 days after notice in writing is given by the Developer/ Promoter/ Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer/ Promoter/ Confirming Party provisional maintenance amount of **Rs. ____-_____/-** in addition to the consideration amount, towards maintenance of the project; a Sum of **Rs. _____-_____/-** towards installation of Electric Meter.

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Vendors shall not carry any interest and remain with the Developer/ Promoter/ Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

The Vendor/ Developer/ Promoter/ Confirming Party hereby represents and warrants to the Purchaser as follows :

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

ii. The Vendor have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. The Vendor/Developer/ Promoter/ Confirming Party shall have every right to change and appoint any new consultant as per their discretion & choice.

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

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

vi. It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor' from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendors' and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

vii. The Vendor/ Developer/ Promoter/ Confirming Party have/has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

ix. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendor/ Developer/ Promoter/ Confirming Party or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

10. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-

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

ii. The Purchaser hereby specifically agrees with the Vendor/ Developer/ Promoter/ Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor/ Developer/ Promoter/ Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

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

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

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

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

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor/ Developer/ Promoter/ Confirming Party within fifteen days of demand by the Vendor/ Developer/ Promoter/ Confirming Party, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public

authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor/ Developer/ Promoter/ Confirming Party under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendors/ Developer/ Promoter/ Confirming Party.

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

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

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/ Developer/ Promoter/ Confirming Party shall bear and pay @ Rs. _____/- Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

11. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor/ Developer/ Promoter/ Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

12. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

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

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

16. 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.

17. Developer/ Promoter/ Confirming Party specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of **M/s. Maharshee Square Apartment** or by electronic mode of transfer.

NEFT/ RTGS details are as under :
i. Account Holder Name **: M/s. MAHARSHEE SQUARE APARTMENT**
ii. Bank Name -: **IDBI BANK LIMITED**
iii. Branch -: **DHARAMPETH BRANCH, NAGPUR,**
iv. Account Number _____
v. IFSC code.-: **IBKL0000543**
vi. Account type – **Current Account.**

18. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

SHRI / SMT. _____
(Name of Purchaser)
Plot No. _____
_____
(Purchaser's Address)
Notified Email id : - _____

Avinash Manoharao Tarpe.
(Name of Developer/Confirming Party)
262, Bajaj Nagar, West High Court Road, Nagpur -440010.
Mobile No. - 9823289787
(Address of Developer/Confirming Party)
Notified Email ID : amtarpe@rediffmail.com, info@maharsheebuilders.com

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

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

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

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

22. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT Piece and parcel of land bearing Plat No 1 out of the sanctioned layout containing by admeasurement 1105.248 Sq. Mtrs. as per R. L. Letter No. _____ Dated _____ being a portion of the entire land bearing Kh. No. 37/2 of Mouza- BESA, PSK 38 including all other easementary rights appurtenant belonging thereto, situated at Village - Besa, within the limits of the Nagpur Metropolitan Region Development Authority and Grampanchayat-Besa, in Tahsil Nagpur (Rural) and District- NAGPUR, and bounded as under :-

ON THE EAST : BY PLOT NO. 2
ON THE WEST : BY 24 MTRS. WIDE ROAD
ON THE NORTH : BY ROAD
ON THE SOUTH : BY KH. NO. 37/1

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : MAHARSHEE SQUARE APARTMENT.

Apartment No.	Floor	Carpet Area Sq. Mtrs	Enclosed Balcony Sq. Mtrs	Open Balcony Sq. Mtrs	Attached Terrace Sq. Mtrs	Undivided Share in Land (%)

The Flat No. _____ having allotted Parking.

The said Apartment is bounded as under :

ON THE EAST	**:**	**BY**_____
ON THE WEST	**:**	**BY** _____
ON THE NORTH	**:**	**BY** _____
ON THE SOUTH	**:**	**BY** _____

SCHEDULE – "C" ABOVE REFERRED TO
[Description of common areas and facilities]

a) Covered and uncovered Parking Facility is provided on available open land to the said Building on Mezzanine Floor for Residential Flats.

b) Common passage leading to the Stair Ways.

c) Compound wall on all with Grill Gate(s) is/are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities located throughout the building.

i) 1 (ONE) Staircase/s is provided to the said Building.

ii) 1 (ONE) Borewell is provided to the said Building.

iii) A Sump with Electric Motor and Pump.

iv) Plumbing net work, throughout the building.

v) Electric wiring network throughout the building.

vi) Necessary light and public water connections.

vii) 1 (ONE) Overhead Water Tank having two compartment One (1) for Grampanchayat Water and Second (2) for Well water.

viii) 3 Lift having capacity of 6 Passengers with Back-up Arrangement.

ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

x) AND in general all apparatus and installations existing for common use.

xi) The above Shops/ Apartment No. ____on ___First Floor having POP ceiling in Bed Rooms and Hall only.

SCHEDULE – "D" ABOVE REFERRED TO
FLOOR PLAN

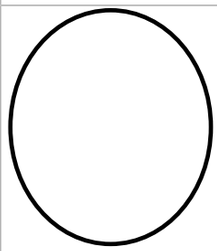
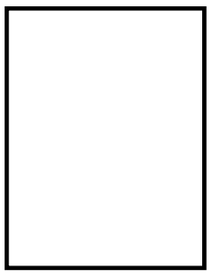
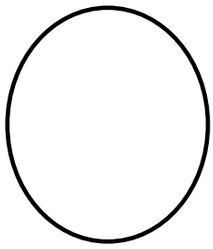
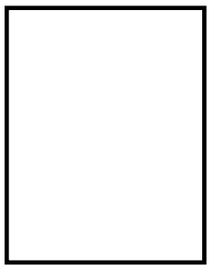
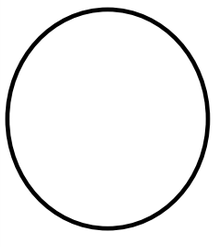
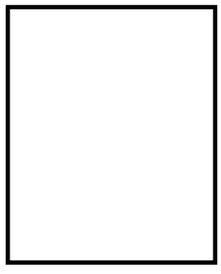
SCHEDULE – "F" ABOVE REFERRED TO
MAINTENANCE SCHEDULE

Rs. _____/- Towards initial Maintenance Deposit to be paid on or before Registration of Sale Deed

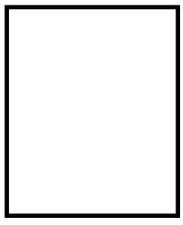
_____

Rs. _____/-
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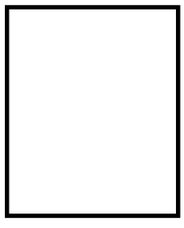
Drafted by – Avinash Manoharrao Tarpe.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(AVINASH MANOHARRAO TARPE)** **Authorised Partner of M/s. Maharshee Builders and also as a duly Constituted Attoney for the Vendors above named**
02			**FOR M/S. MAHARSHREE BUILDERS** **(AVINASH MANOHARRAO TARPE)** **Partner** **DEVELOPER/PROMOTER/CONFIRMING PARTY**
03			**(SHRI. _____)** **PURCHASER**

WITNESSES :



(1) _____



(2) _____