DRAFT

"SHREE LAXMI PRIDE"

(Group Housing Scheme)

"PEARL" / "NEELAM" / "RUBY"

AGREEMENT TO SELL
Valued at Rs. _____/-
(Rupees _____ Only)

Market Value Rs. _____/-

MOUZA : PIPLA , Khasra No. 191, Patwari Halka No. 38
Page No. _____, Item No. _____ @ Rs. _____/- Per Sq. Mtr.

THIS AGREEMENT TO SELL is made on this _____ day of _____ 2021 at Nagpur **, BETWEEN :**

SHREE LAXMI VENTURE PVT. LTD. , **NAGPUR, (PAN – AASCS 2883 G),** A Company Incorporated under the Companies Act, 1956 Bearing **Registration No. U45209MH2012PTC236287** having its Registered Office at Shop No. 5, Taj Vaibhav Complex, Umrer Road, Dighori Square, **Nagpur – 440024, (Email I.D. / Web : shreelaxmiventurepvtltd@gmail.com) Acting through its Directors ,**

(1) SHRI VINOD Son of PUNDALIKRAO KUBDE , aged about 48 years, Occupation Business, Resident of Plot No. 29, Adarsh Nagar, Umrer Road, **Nagpur – 440024, Cell No. 9850395165 ; DIN No. 06361750, (Aadhaar No. 970578482679) ;**

(2) SHRI RAJESH Son of HOMRAJ ROKADE, aged about 45 years, Occupation Business, Resident of Plot No. 40 , Bhagyashree Nagar, Kharbi Road, **Nagpur – 440009** , **Cell No. 9561152311, DIN No. 06361743, (Aadhaar No. 306937081105) ;**

(3) SHRI GANESH Son of HOMRAJ ROKADE, aged 41 years, Occupation Business, Resident of Plot No. 40, Bhagyashree Nagar, Kharbi Road, **Nagpur – 440009, Cell No. 9372301609, DIN No. 06361733, (Aadhaar No. 962654418195) AND** ;

(4) SHRI UMESH Son of RAMBHAU MHATRE , aged 48 years, Occupation Business, Resident of 67, Bapunagar, Umrer Road, **Nagpur – 440009, Cell No. 9881726615 , DIN No. 02469654, (Aadhaar No. 533768768371),** hereinafter referred to as the "**VENDORS & DEVELOPERS"** which term and expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDORS & DEVELOPERS Firm as well as its Directors, their heirs, legal representatives, executors, administrators, liquidators, successors and assigns of the **FIRST PART.**

AND

1. **SHRI / SMT.** _____ aged about _____years, Occupation _____, **(PAN – _____) Cell No.** _____ **(Aadhaar No. _____) , Cell No.** _____ **AND ;**
2. **SHRI / SMT.** _____ aged about _____years, Occupation _____, **(PAN – _____)** Resident of _____, **(Aadhaar No.** _____ **) , Cell No.** _____ **,** hereinafter referred to as

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

WHEREAS all that piece and parcel of land bearing Khasra No. 191 total admeasuring 0.61 Hectors of **Mouza : PIPLA** , Patwari Halka No. 38, Class- II Occupancy Rights, within the limits of Grampanchayat Pipla, Tahsil Nagpur (Rural) , District Nagpur was originally owned by one Shri Rajaram Son of Krushna Bhoyar.

AND WHEREAS above name Shri Rajaram Son of Krushna Bhoyar expired intestate in the year 1979, leaving behind him his wife Smt. Bhagirathibai Bhoyar, four sons, namely Shri Ganesh Bhoyar , Shri Dnyaneshwar Bhoyar , Shri Gopal Bhoyar and Shri Madhukar Bhoyar and two married daughters, namely Smt. Manjulabai @ Mathurabai Wife of Govindrao Chaudhary and Smt. Indirabai @ Panchfulabai Wife of Baburaoji Kene as his only Class-I legal heirs and successors who inherited the said landed property, being Khasra No. 191 of Mouza Pipla, Nagpur (Rural), District Nagpur.

AND WHEREAS Smt. Bhagirathibai wife of Late Shri Rajaram Bhoyar also left intestate for heavenly abode in the year 1987 leaving behind her the above named **(1)** Shri Ganesh Bhoyar , **(2)** Shri Dnyaneshwar Bhoyar , **(3)** Shri Gopal Bhoyar, **(4)** Shri Madhukar Bhoyar, **(5)** Smt. Manjulabai @ Mathurabai Wife of Govindrao Chaudhary and **(6)** Smt. Indirabai @ Panchfulabai Wife of Baburaoji Kene who inherited the said and the said entire land bearing Khasra No. 191 of Mouza Pipla , District Nagpur by intestate succession and their names were duly recorded in Revenue Records over the same and thus they acquired the said land and were having 1/6th undivided share and interest each in the said land.

AND WHEREAS the said land bearing Khasra No. 191 of Mouza Pipla, Nagpur is converted into Class- I Occupancy Rights in the year 2008.

AND WHEREAS above named (1) Shri Ganesh Rajaram Bhoyar, (2) Smt. Manjulabai @ Mathurabai Wife of Govindrao Chaudhary and (3) Smt. Indirabai @ Panchfulabai Wife of Baburaoji Kene further executed a General Power of Attorney dated 08.08.2007 empowering their brother, Shri Dnyaneshwar Rajaram Bhoyar to do various acts, deeds and things in respect of their undivided share in the said land bearing Khasra No. 191 of Mouza PIPLA, Tahsil Nagpur (Rural) , District Nagpur and also authorised him to execute and register agreement to sell, sale deed of their respective undivided share in the land with the prospective buyers of the same. The said

Power of Attorney is duly Registered at Serial No. 4502 / 2007 in the Office of Sub-Registrar, Nagpur -8 on even date.

Similarly , Shri Gopal Rajaram Bhoyar also executed a Power of Attorney dated 29.02.2008 empowering Shri Dnyaneshwar Rajaram Bhoyar to do various acts, deeds and things in respect of his undivided share and interest in the said land bearing Khasra No. 191 of Mouza Pipla, Nagpur which is duly Registered at Serial No. 1275 /2008 in the Office of Sub-Registrar, Nagpur -2 on even date.

LIKEWISE Shri Madhukar Rajaram Bhoyar also executed a Power of Attorney dated 03.03.2008 empowering Shri Dnyaneshwar Rajaram Bhoyar to do various acts, deeds and things in respect of his undivided share and interest in the said land bearing Khasra No. 191 of Mouza Pipla, Nagpur which is duly Registered at Serial No. 1346 / 2008 in the Office of Sub-Registrar, Nagpur -2 on even date.

AND WHEREAS above named Shri Ganesh Rajaram Bhoyar, Smt. Manjulabai @ Mathurabai Wife of Govindrao Chaudhary and Smt. Indirabai @ Panchfulabai Wife of Baburaoji Kene through their duly constituted Attorney , Shri Dnyaneshwar Rajaram Bhoyar further sold / transferred their 3/6th undivided share and interest in the said land bearing Khasra No. 191 of Mouza PIPLA, Nagpur for valuable consideration to the Shree Ganesh Builders Ltd., Nagpur vide Sale Deed dated 30.04.2009 which is duly Registered at Serial No. 3149 / 2009 in the Office of Sub-Registrar ,Nagpur -7 (Rural) on even date wherein Shri Dnyaneshwar Rajaram Bhoyar for himself and as a Constituted Attorney of Shri Gopal Rajaram Bhoyar and Shri Madhukar Rajaram Bhoyar have given their free consent as Consentors.

THUS , Shri Dnyaneshwar Rajaram Bhoyar, Shri Madhukar Rajaram Bhoyar and Shri Gopal Rajaram Bhoyar jointly left with 3/6th undivided share in the said entire land bearing Khasra No. 191 of Mouza Pipla , originally admeasuring 0.61 Hectors and the Vendor Company herein ,Shree Ganesh Builders Ltd., Nagpur became absolute owner of 3/6th share in the said entire land.

AND WHEREAS above named Shri Dnyaneshwar Rajaram Bhoyar, Shri Madhukar Rajaram Bhoyar and Shri Gopal Rajaram Bhoyar executed a **Deed of Partition dated 05.10.2011** with Shree Ganesh Builders Limited, Nagpur in respect of said land total admeasuring 0.61 Hectors of Mouza : PIPLA, Nagpur (Rural) which is duly registered at Serial No. 6693 / 2011 in the Office of Sub-Registrar Nagpur -7 (Rural) on even date and by virtue of said partition the Northern side portion of said land admeasuring 0.30.05 Hectors out of entire land fell into the share of the Vendor herein , Shree Ganesh Builders Limited , Nagpur and the Southern side portion admeasuring 0.30.05 Hectors fell into the share of Shri Dnyaneshwar Rajaram Bhoyar, Shri Madhukar Rajaram Bhoyar and Shri Gopal Rajaram Bhoyar **.**

AND WHEREAS above named Shri Madhukar Rajaram Bhoyar through his constituted Attorney , Shri Dnyaneshwar Rajaram Bhoyar also sold / transferred his 1/3rd undivided share and interest out of 3/6th share of said land (i.e. 0.30.50 Hectors) to the Shree Ganesh Builders Ltd. , Nagpur, for valuable consideration vide Sale Deed dated 05.10.2011 which is duly Registered at Serial No. 6694 / 2011 in the Office of Sub-Registrar, Nagpur -7 (Rural) on even date, wherein Shri Dnyaneshwar Rajaram Bhoyar for himself and as a Constituted Attorney of Shri Gopal Rajaram Bhoyar joined as Consentors .

SIMILARLY above named Shri Gopal Rajaram Bhoyar through his duly constituted Attorney Shri Dnyaneshwar Rajaram Bhoyar also transferred / sold his 1/3rd undivided share and interest i.e. 0.10 Hectors out of 3/6th of said land (i.e. 0.30.50 Hectors) for valuable consideration to Shri Chakradhar Dnyaneshwar Bhoyar vide Sale Deed dated 04.05.2012 which is duly Registered at Serial No. 2476 / 2012 in the Office of Sub-Registrar, Nagpur -7 on even date.

AND WHEREAS Shree Ganesh Builders Ltd., Nagpur further sold / transferred **its 0.41 Hectors of land out of Khasra No. 191 of Mouza Pipla,** Nagpur (Rural), Nagpur for valuable consideration to the Vendors & Developers herein, **Shree Laxmi Venture Pvt. Ltd., Nagpur vide Sale Deed dated 07.08.2020 duly Registered at Serial No. 5547 / 2020 in the Office of Sub-Registrar, Nagpur -10 (Rural) on even date.**

THUS , Shri Dnyaneshwar Rajaram Bhoyar was having 1/6th undivided share and interest (i.e. 0.10 Hectors) and Shri Chakradhar Dnyaneshwar Bhoyar hereinabove was having 1/6th undivided share and interest (i.e. 0.10 Hectors) in the said entire land bearing Khasra No. 191 of Mouza PIPLA, Nagpur and their names were recorded over their respective shares over the said land in the Revenue Records.

AND WHEREAS Shri Dnyaneshwar Rajaram Bhoyar and Shri Chakradhar Dnyaneshwar Bhoyar further for cogent reasons and sufficient causes jointly sold transferred their respective undivided share and interest in the land **i.e**. **0.10 Hectors Each , (Total admeasuring 0.20 Hectors)** out of entire Khasra No. 191 of Mouza : Pipla, Nagpur (Rural) and the Vendors & Developers for valuable consideration vide Sale Deed dated 02.09.2020 which is **duly Registered at Serial No. 6213 / 2020 in the Office of Sub-Registrar, Nagpur (Rural) – 10 on even date.**

THUS , the Vendors & Developers herein became absolute owners and in possession of said entire land **total admeasuring 0.61 Hectors** (i.e. 0.41 Hectors + 0.20 Hectors) bearing Khasra No. 191 , Patwari Halka No. 38 of Mouza : PIPLA, Tahsil Nagpur (Rural) , District Nagpur and more specifically described in the **SCHEDULE – I**

of the property hereunder and its / their name/s is duly recorded over the same in all relevant records of the Revenue Department.

AND WHEREAS as per the Government of Maharashtra's Development Plan of Nagpur Metro Region dated 05.01.2018 , the said entire land bearing Khasra No. 191 of Mouza PIPLA is falls under South-B Sector and falls under the Residential & 18.00 Mtr. proposed Road, therefore the Vendors & Developers applied for conversion of said land into Non-Agricultural Residential purposes for sanctioning of Residential Group Housing Scheme over the same to the Nagpur Metropolitan Region Development Authority (NMRDA) and after considering the application of the Vendors & Developers the NMRDA permitted for conversion of said land into Non-Agricultural Residential purpose on 19.10.2020 and directed the recorded owners , i.e. Vendors & Developers herein to pay the required Infrastructure Cost and accordingly the Vendors & Developers have paid the same to NMRDA alongwith Non-Agricultural Taxes to the Revenue Department.

AND WHEREAS the Executive Engineer NMRDA on receipt of Infrastructure Cost for Residential Group Housing Scheme , over the said land bearing Khasra No. 191 of Mouza PIPLA , Nagpur (Rural) further approved the layout plan for Residential Group Housing Scheme vide its Letter dated 24.11.2020 and forwarded the same to the Collector Nagpur.

AND WHEREAS land area admeasuirng 330.372 Sq. Mtr. out of the said total land admeasuring 6100.00 Sq. Mtr. of Khasra No. 191 is reserved for Road Widening . Thus the Gross area of said land is 5769.682 Sq. Mtr. is sanctioned for development of Housing Scheme by the Competent Authority which bears new Khasra No. 191 / A and the land admeasuirng 330.37 Sq. Mtr. bears Khasra No. 191/B D.P.Road .

AND WHREAS the Hon'ble Collector , Nagpur issued a SANAD dated 12.02.2021 for Building Purposes in respect of said land bearing Khasra No. 191 of Mouza PIPLA, Nagpur in Revenue Case No. 149 / NAP-34 / Mouza Pipla / 2020-21 in pursuance of sanctioned layout plan by the NMRDA and assessed the Non-Agricultural Taxes alowingwith other cesses over the same.

AND WHEREAS the Vendors & Developers further paid the required charges as per Demand Note to the NMRDA on 26.03.2021 in respect of Supervision, Sewerage Disposal, Security Deposit and Land Development Fund etc. under MRTP Act, 1966 .

AND WHEREAS the NMRDA further entered into the Development Agreement dated 03.05.2021 with the Vendors & Developers in respect of said land bearing Khasra No. 191 of Mouza PIPLA on certain terms and conditions and sanctioned the layout plan for Residential Group Housing Scheme over the same.

AND WHEREAS the Vendors & Developers further obtained required No Objection Certificates from the Airports Authority of India on 04.01.2021 .

AND WHEREAS the Directorate of Maharashtra Fire Service, Mumbai issued its NOC in respect of proposed development and construction of Residential Group Housing Scheme over the said land of Khasra No. 191, of Mouza PIPLA, Nagpur (Rural) , Dist, Nagpur vide its letter dated 02.08.2021 referred to The Assistant Engineer Nagpur Metropolitan Regional Development Authority (NNMRDA) , Nagpur.

AND WHEREAS the Vendors & Developers further prepared a building plan for construction of Residential Group Housing Scheme over the said sanctioned land bearing Khasra No. 191/A of Mouza PIPLA, District Nagpur comprising of various residential tenaments / apartments / units / Flats / shops etc. and submitted the same for sanctioning to NMRDA by paying the required charges for the same.

AND WHEREAS the NMRDA sanctioned the Building Plan vide its **Building Permit No. BE (NMRDA) / South / Nagpur (Rural) / No. 17120866/2021012158/2221 dated 17/09/2021** of the proposed project i.e. "**SHREE LAXMI PRIDE ".**

AND WHEREAS the Vendors & Developers have 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 said project **"SHREE LAXMI PRIDE " , consists of three separate buildings named as "PEARL" , " NEELAM" & "RUBY" AND** is registered under the **Maharashtra Real Estate Regulatory Authority bearing Registration No. _____ dated _____.**

AND WHEREAS said **"PEARL" , "NEELAM" & "RUBY" Buildings in "SHREE LAXMI PRIDE" project /** Scheme are further submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration dated _____ in respect of the same is duly Registered at Serial No. _____ / _____ in the Office of Sub-Registrar, Nagpur - _____ on _____ .

AND WHEREAS the Vendors & Developers have appointed a Structural Engineer who prepared the structural design and drawings of the building and availed the professional supervision of the Architect and the Structural Engineer till the completion of the said project.

AND WHEREAS the Certificate of Title issued by Advocate of the Vendors & Developers alongwith copies of Revenue Record showing the title of the Vendors / Developers to the said project land on which the Apartments / Units / Flats / Shops etc. are to be constructed.

AND WHEREAS the copies of sanctioned layout plan approved by the Competent Authority is Annexed hereto **.**

AND WHEREAS the copies of sanctioned building plans of Competent Authority in respect of the Apartments / Units / Flats / Shops agreed to be purchased by the Purchaser/s OR Allottee have been annexed herewith.

AND WHEREAS by virtue of sole and exclusive ownership, the Vendors & Developers have exclusive right to sell the Apartments / Units / Flats / Shops in the said **PEARL" , " NEELAM" & "RUBY" Buildings in SHREE LAXMI PRIDE project** to be constructed on the said land and to enter into Agreement/s with the prospective purchasers of the Apartments / Units / Flats / Shops and also to receive sale consideration in respect thereof.

AND WHEREAS the Vendors & Developers on demand of the Purchaser/s, have given inspection to the Purchaser/s of all the documents of their title relating to the said project land , plans, designs and specifications to be provided and of all such documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

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

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

AND WHEREAS while sanctioning the said plans concerned authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor & Developer while developing the project land and the said Estate and upon due observance and performance of which only the completion or occupancy certificate in respect of the respective buildings in the said estate shall be granted by the concerned authority.

AND WHEREAS said "PEARL" Building is of **G+9 Floors** which comprises of total number of **72 Residential Apartments / Units / Flats.**

AND WHEREAS said "NEELAM " Building is presently consists of G + 2 Floors which comprises of total number of 16 **Residential Apartments / Units / Flats AND 10 Shop Blocks. And the Vendors & Developers have submitted the Revised Building Plan for the said "NEELAM" Building which comprises of G+ 9 Floors consisting of total 72 Residential Apartments / Units / Flats and 10 Shops .**

AND WHEREAS said "RUBY" Building is of G+9 Floors which comprises of total number of **54 Residential Apartments / Units / Flats.**

AND WHEREAS the Vendors & Developer have accordingly commenced the construction of the said project / Scheme / buildings in accordance with the sanctioned plans as mentioned above and shall form Owners Association or Society as permissible under the prevailing laws or shall register the Society of the owners in the said scheme.

AND WHEREAS the Purchaser/s herein being interested in owning a **Residential Apartment / Flat / Unit / Shop No. _____ on _____ Floor** , in the said **"PEARL" / "NEELAM" / "RUBBY" Building of "SHREE LAXMI PRIDE" project over the land bearing Khasra No. 191/A of Mouza PIPLA, Nagpur (Rural)** and more specifically described in the **SCHEDULE- II** hereunder written , approached the Vendors & Developers and applied to purchase of Residential **Apartment / Flat / Unit / Shop No. _____ in the said "PEARL" / "NEELAM" / "RUBBY" Building of "SHREE LAXMI PRIDE" project .**

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

AND WHEREAS the parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now wiling to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

AND WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement , Vendors & Developers agree to sell and the Purchaser/s agrees to purchase the said **Residential Apartment / Flat / Unit / Shop.**

NOW THEREFORE IT IS AGREED BYAND BETWEEN THE PARTIES AS UNDER :

1. That, utilization of all the Residential Apartments / Flats/ Units / Shops is specifically mentioned in Deed of Declaration of the said project in accordance with the sanctioned Building Plans.

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

2. That, the Purchaser/s hereby agree/s to purchase from the Vendors & Developers and Vendors & Developer agrees to sell **Residential Apartment / Flat / Unit / Shop No. _____ having Carpet / Built up area of _____ Sq. Mtr.**, & **Open / Closed Balcony area of _____ Sq. Mtr.**, **TOGETHERWITH** its **proportionate _____ % undivided** share and interest in the plots of land in **"PEARL" / "NEELAM" / "RUBBY" Building of "SHREE LAXM I PRIDE" project** to be constructed over said land bearing Khasra No. 191/A of **Mouza : Pipla , Nagpur(Rural)** and more specifically described in the **SCHEDULE -II** hereunder written and in the Building Plan annexed hereto for total consideration of **Rs. _____/- (Rupees _____ only)** including the cost of construction and undivided share in the land.

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

MANNER OF PAYMENT FOR

a.	**Before Agreement to Sell.**	**10%**
b.	**On Completion of Plinth Level.**	**15%**
c.	**On Completion of Ground Floor Slab .**	**10%**
d.	**On Completion of First Floor Slab .**	**5%**
e.	**On Completion of Second Floor Slab.**	**5%**
f.	**On completion of Third Floor Slab .**	**5%**
g.	**On Completion of Fourth Floor Slab .**	**5%**
h.	**On Completion of Fifth Floor Slab .**	**5%**
i.	**On Completion of Sixth Floor Slab .**	**5%**
j.	**On Completion of Seventh Floor Slab.**	**5%**
k.	**On Completion of Eight Floor Slab**	**5%**
l.	**On Completion of Nineth Floor Slab**	**5%**
m.	**On Completion Brick Work.**	**10%**
n.	**At the time of Sale Deed / Possession.**	**10%**

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

5. That, the total agreed consideration is escalation free, save and except escalations / increase, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the Competent Authority / Local Bodies / Government fro time to time. The Vendors & Developers undertakes and agrees that while raising a demand on the Purchaser/s for increase in development

charges, cost or levies imposed by the Competent Authorities etc. , the Vendor / Developer shall enclosed the said Notification / Order / Rules / Regulation Published issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

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

7. That the Vendors & Developers shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s shall enter into any building contract in respect of **Residential Apartment / Flat / Unit / Shop** with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser/s shall be void and shall not be binding upon the Vendors & Developers .

8. That, during the period of building construction. the Purchaser/s with Two days advance intimation to the Vendors & Developers , may enter upon the said project land to inspect the plans, specification, building materials if available at the site and also the workmanship undertaken on the site.

9. That, the Vendors & Developers shall confirm the final Carpet / Built up area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed building is completed and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising of R.C.C. and Brickwork and particularly described in specification appended hereto. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus three percent variation in dimensions shown in sanction building plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations. The total price payable for the Built up / Carpet area shall be recalculated upon confirmation by the Vendors & Developers. If there is any reduction in the built up / carpet area beyond the defined limit , then the Vendors & Developers shall refund the excess money paid by the Purchaser/s within 45 (Forty Five) days with annual interest at the rate specified in the Rules , from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the built up / carpet area allotted to the Purchaser/s, the Vendors / Developers shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

11. That, the Vendors & Developers hereby agree 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/s, obtain from the concerned local authority occupancy and / or completion certificates in respect of said Apartment.

12. That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser/s and the time is the Essence of Contract for the Vendors & Developers for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the owners / society after receiving the occupancy certificate of the completion certificates as the case may be. Similarly the Purchaser/s shall make timely payments of the installment and other dues payable by him / her / them and meeting the other obligations under this Agreement subject to completion of project by the Vendors & Developers .

13. That the Vendors & Developers declare that the FSI available as on date in respect of the said project and land which is applicable to the said project is as under and the same is disclosed by the Vendors / Developers and the Purchaser/s has / have agreed to purchase the said Residential Apartment / Unit / Flat based on the proposed construction and sale of Residential Apartment / Unit / Flat to be carried out by the Vendors & Developers by utilizing the said F.S.I. and the same shall belong to the Vendors & Developers being exclusive owners and developers of the said project.

a.	Total area of land (as per Revenue Records) :	6100.00 Sq. Mtr.
b.	Land Area as per site :	6100.00 Sq. Mtr.
c.	Proposed for D.P. Road Widening:	330.372 Sq. Mtr.
d.	**Gross land area :**	**5769.682 Sq. Mtr**.
e.	**Recreational open space** :	577.682 Sq. Mtr.
f.	Net area of Plot to Basic F.S.I. :	5769.682 Sq. Mtr.
g.	Built up area to ref. to Basic F.S.I. As per Front Road .	6346.590 Sq. Mtr.
h.	Additional area for F.S.I.	
	A. In-Situ area after handed over for Road Widening & mutation of NMRDA:	660.744 Sq. Mtr.
	B.IPremium F.S.I. area :	1730.888 Sq. Mtr.
i.	**Total area available :**	**8688.742 Sq. Mtr.**
j.	Total proposed Built up area :	7824.962 Sq. Mtr.
k.	Consumed F.S.I. :	1.35/7824.962Sq. Mtr.

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

15. That without prejudice to the right of Vendors & Developers to charge interest in terms of the clause above, or the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Vendors/ Developers under this Agreement (including his / her / their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Vendors & Developers shall at its own option may terminate this Agreement

Provided that, Vendors & Developers shall give notice of fifteen days in writing to the Purchaser/s, by registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches and / or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendors & Developers within the period of 15 days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendors & Developers shall refund the Purchaser/s, **subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh Only)** plus the amount of interest chargeable at the rate prescribed hereinabove of this Agreement , on the defaulted installments from the due date till the date of cancellation ,towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Residential Apartment / Flat / Unit which may till then have been paid by the Purchaser/s to the Vendors & Developers .

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Vendors & Developers in the said building and the Apartment as are set out in the Specification annexed hereto.

17. That the Vendors & Developers shall give possession of **Residential Apartment / Unit / Flat / Shop** to the Purchaser/s **on or before _____.** However subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice , order , rule , notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendors & Developers any other reasonable cause and the Purchaser/s agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendors & Developers . If the Vendors & Developers fails or neglects to handover possession of the Residential Apartment / Unit / Flat to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date, then the Vendors & Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Residential Apartment / Unit / Flat / Shop with interest at the same rate as may mentioned hereinabove from the date Vendors & Developers received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendors & Developers shall be entitled to reasonable extension of time for giving delivery of Residential Apartment / Unit / Flat / Shop on the aforesaid date, if the completion of building in which the Residential Apartment / Unit / Flat / Shop 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 .

19. Procedure for taking possession :

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

20. That the Purchaser/s shall take possession of the Residential Apartment / Unit / Flat /Shop **within 15 days** of the written notice from the Vendors & Developers to the Purchaser/s intimating that the said Residential Apartment / Unit / Flat is ready for use and occupancy.

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

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

23. That, on obtaining proper Sale Deed relating to the respective undivided share and interest in the land or land area hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other co-owners thereof. However the Residential Apartment / Unit / Flat / Shop chosen by the Purchaser/s in the proposed project shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Owners OR their Society for the purpose of maintenance.

24. Failure of Purchaser/s to take Possession of Residential Apartment / Unit / Flat / Shop :

Upon receiving a written intimation from the Vendors & Developers as above , the Purchaser/s shall take possession of the Residential Apartment / Unit / Flat from the Vendors & Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and

the Vendors/ Developers shall give possession of the Residential Apartment / Unit / Flat to the Purchaser/s . In case Purchaser/s fails to take possession within the time provided above, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Vendors & Developers or the Society / Association, if formed. Under such circumstances the restrictions as may be imposed by the Association / Society shall remain binding upon the Purchaser/s.

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

26. That if within a period of five years from the date of handing over the said Residential Apartment / Unit / Flat / Shop to the Purchaser/s , the Purchaser/s brings to the notice of the Vendors & Developers any structural defect in the Residential Apartment / Unit / Flat / Shop or the building in which the Residential Apartment / Unit / Flat / Shop are situated or any defects on account of workmanship , quality or provision of service, then, wherever possible such defects shall be rectified by the Vendors & Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendors & Developers , compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of the said apartment, the Purchasers shall lodge claim of defect, shortcomings directly with the manufacturer of such item and the Vendors & Developers shall always co-operate and assist the Purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the specification are effected at the request of the Purchaser/s, then the defect liability will not be applicable to such modified specification items. Similarly if the Purchaser/s has / have made mortifications, changes or repairs and alterations to the Residential Apartment / Unit / Flat / Shop resulting in damages of any nature , then under such circumstances the Vendors & Developers shall not be liable for make good of the defect.

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

27. The Purchaser/s shall use the Residential Apartment / Unit / Flat / Shop or any part thereof or permit the same to be used only for purpose of ‘residence / office / Shop. The Purchaser/s shall use the provided parking space for keeping or parking vehicles.

28. That, it is understood by the Purchaser/s that the Vendors & Developers shall display any type of Board, signs, banners etc. on any exterior part of the proposed building on the said plot of land and the Purchaser/s will neither object

/ disturb it, not obstruct it's visibility in any way. The Vendors & Developers shall not pay, nor the Purchaser/s shall demand any rent etc. for any signs displayed by the Vendors & Developers.

29. That the Purchaser/s agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Owners interest in accordance with the provisions of the applicable law.

30. 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 scheme / building/s shall be of common use of all the owners of the respective building and shall always remain undivided and no partition or division or any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other owner or owners.

31. The Vendors & Developers shall within Six Months from the date of dedication of the said property to the provisions of the applicable law or as aforesaid, cause to be transferred to the said Association of Owners / Society, all the right, title and the interest of the Vendors & Developers and the owners in the said structure of the building or wing in which the said apartment is situated.

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

33. REPRESENTATIONS AND WARRANTIES OF THE VENDORS / DEVELOPERS :

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

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

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

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said buildings / towers / row houses are valid an subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and respective buildings shall be obtained by following due process of law and the Vendors & Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project , project land building and common areas.

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

vii. The Vendors & Developers have not entered into any agreement for sale and ./ or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the project and the said Residential Apartment / Unit / Flat / Shop which will in any manner, affect the rights of Purchaser/s under this Agreement ;

viii. The Vendors & Developers confirms that the they were not restricted in any manner whatsoever from selling the said Residential Apartment / Unit / Flat / Shop to the Purchaser in the manner contemplated in this Agreement. ;

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

x. At the time of execution of the Sale Deed of the Residential Apartment / Unit / Flat / Shop in favour of the Purchaser/s, the Vendors & Developers Company shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Owners or Society.

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

i. 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 & Developers except those disclosed in the title report.

34. The Purchaser/s himself / herself / themselves with intention to bring all persons into whosoever hands the Residential Apartment / Units / Flats / Shop may come, hereby covenants with the Vendors & Developers as under :

i. To maintain the Residential Apartment / Unit / Flat / Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the apartment is taken and shall not do or suffer to be done any in or to the building in which the Residential Apartment / Unit / Flat 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 Residential Apartment / Unit / Flat / Shop is situated and the Residential Apartment / Unit / Flat / Shop itself or any part thereof without the consent of the local authorities, if required.

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

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

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

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

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

vi. Not to do or perform any activity, which will result in damages to the said apartment and common areas of the project. The Purchaser/s shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in ay 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 nay part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated. Pay to the Vendors & Developers within 15 days of demand by the Vendors & Developers , his / her / their share of security deposit, demanded by the concerned local authority or government or giving water, electricity or any other service connection to the building in which the said apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance an 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/s to the Vendors & Developers under this Agreement are fully paid up.

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

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

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

35. The Vendors & Developers shall maintain a separate account in respect of sums received by the Vendors & Developers from the Purchaser/s as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received. The Purchaser/s has / have contributed **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) towards one time maintenance deposit** which shall not carry any interest and will be transferred to the Owners Association or Society by the Vendors / Developers.

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

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

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

39. BINDING EFFECT : Forwarding this agreement to the Purchaser/s by Vendors & Developers does not create a binding obligation on the part of Vendors & Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the payment plan within 30 (Thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Vendors & Developers. If the Purchaser /s fails to execute and deliver to the Vendors & Developers this agreement within 30 (Thirty) days from the date of its receipt by the Purchaser/s and / or appear before the Sub-registrar for its registration as and when intimated by the Vendors &Developers, then the they shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the purchaser, application of the Purchaser 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.

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

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

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

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

44. METHOD OF CALCULATION OF PROPORTIONATE SHAE WHEREVER REFERRED TO IN THE PRESEENT AGREEMENT :

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

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

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

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

48.. That all notices to be served on the Purchaser/s and the Vendors & Developers as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Vendors & Developers by Registered Post A.D. and notified Email Id

/ Under Certificate of Posting at their respective address given hereinabove . specified below :

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

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

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

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

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

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

SCHEDULE OF THE PROPERTY
(Description of Land)

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of **Non Agricultural land bearing Khasra / field Survey / Gat No. 191 /A admeasuring 5769.682 Sq. Mtr. after deducting area for road widening** of **Mouza : PIPLA**, Patwari Halka / P.S.K. No. 38 of Class – I Occupancy Rights, Land Revenue Rs. 577.00/-, situated within the limits of Grampanchayat Pipla-Ghogli, Tahsil Nagpur (Rural) , District Nagpur and the said entire land is bounded as under :

TOWARDS EAST : **Pandhan** (Now 18.00 Mtr. wide Road) ;
TOWARDS WEST : Khasra No. 192 ;
TOWARDS NORTH : Khasra No. 193;
TOWARDS SOUTH : Khasra No. 190.

SCHEDULE – II
OF THE PROPERTY
(Residential Apartment / Unit / Flat /Shop)

THE R.C.C. STRUCTURE comprising of **Residential Apartment / Unit / Flat / Shop No. _____ on _____ Floor** in a building known and styled as **"PEARL" / "NEELAM" / "RUBY" in SHREE LAXMI PRIDE** Estate / Project / Scheme **proposed to be constructed / constructed over** all that piece and parcel of land more specifically described in the **SCHEDULE – I** hereinabove which is having **:**

Carpet area :	_____	**Sq. Mtr.**
Built up area :	_____	**Sq. Mtr.**
Open / Closed Balcony Area :	_____	**Sq. Mtr.**
Undivided share in land :	_____	**PERCENT.**

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

Drafted by Shailesh Ghagarkar , Advocate. Nagpur.

WITNESSES :

1._____

2._____

1. (Vinod P. Kubde)
2. (Rajesh H. Rokade)
3. (Ganesh H. Rokade)
4. (Umesh R. Mhatre)

VENDORS & DEVELOPERS
Shree Laxmi Venture Pvt. Ltd.
Through its Directors

1. (_____)
2. (_____)

PURCHASER/S