

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of _____ (Month), 20____,

By and Between

SIDDHIVINAYAK PROPERTIES, a Partnership Firm, having its registered office at Zingabai Takli, Nagpur – 440030, [PAN NO. ACBFS6163P]; acting through its Partners, **(1) SHRI SACHIN S/o. SHESHRAO URMAL**, aged about 43 years, Occupation: Business, R/o. Plot No. 59, Bhosle Vihar Colony, Tulshibagh Road, Mahal, Nagpur – 440002, [PAN NO. AANPU4893L]; [AADHAR NO. 3173 6399 0806]; & **(2) SHRI MANOJ DHURAD S/o. GUNWANTRAO DHURAD**, aged about 41 years, Occupation: Business, R/o. 601, Orbital Empire, Jaitala, Nagpur – 440016, [PAN NO. AFZPD8062P]; [AADHAR NO. 2709 8629 4509]; all herein above named hereinafter referred to as **"OWNER / DEVELOPER / PROMOTER"**, or **PARTY OF FIRST PART**; (which expression shall always mean and include the Owner / Developer / Promoter herself, her heirs, legal representatives, successors, agents and all other person acting through it / her / him/ them) ;

AND

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ residence at _____, (PAN _____), hereinafter referred to as the **"PURCHASER/S / ALLOTTEE/S"** or **PARTY OF SECOND PART**; (which expression shall always mean and include the allottee himself / herself / themselves, his / her/ their heirs, legal representatives, successors, agents and all other person/s acting through him / her / them),

[The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"];

WHEREAS, originally the immovable property bearing Plot No. 60, admeasuring about 443.4840 Sq. Mtrs., or 4773.66 Sq. Fts., (as per Release Letter of N.I.T.), being part & portion of entire land bearing Kh. No. 66/2 & 82, P. H. No. 11, Ward No. 61 bearing Sheet No. 26 & 27, City Survey No. 102 & 107, (as per City Survey Mutation Cts. No. 107), Mouza – Zingabai Takli, situated in the sanctioned layout scheme of Shree Housing Co. Op. Society Ltd., Nagpur, & which is within the limits of N.I.T. & N. M. C., Nagpur, Tah. & Dist. Nagpur, was originally purchased by Shri Avinash S. Dakhole from Shree Housing Co. Op. Society Ltd., Nagpur, vide registered sale deed dated 06.09.2002 registered at Sr. No. 4401 before the Joint Sub-registrar No. 4, Nagpur, AND,

WHEREAS, during the course of time, the layout scheme of Shree Housing Co. Op. Society Ltd., Nagpur, of Kh. No. 66/2 & 82, of Mouza – Zingabai Takli, came within the purview of Regularization of Unauthorized Layout/Construction Scheme (1900 Layout Scheme) of N. I. T., Nagpur and after completing all the formalities the Regularization authority finally sanctioned the layout map of Kh. No. 66/2 & 82. In view of the above, the title holder of Plot No. 60 then applied to regularize her plot & after completing all the required formalities, Building Engineer (N), Nagpur Improvement Trust, Nagpur, regularized the said Plot No. 60 under aforesaid Maharashtra Gunthewari Developments Act, 2001 & issued its Release Letter on dated 14.12.2011 regularizing a total Plot area admeasuring 443.48 Sq. Mtrs., in the name of Shri Avinash S. Dakhole, AND,

WHEREAS, the aforesaid title holder Shri Avinash S. Dakhole then decided to sell the said plot of land and accordingly sold the same to Shri Milind P. Sambhe vide registered sale deed dated 29.06.2019 registered at Sr. No. 3400 before the Sub-registrar No. 6, Nagpur, as a result of which he became the absolute legal owner of the same, AND,

WHEREAS, the aforesaid title holder Shri Milind P. Sambhe then decided to sell the said plot of land and accordingly sold the same to Siddhivinayak Properties, a Partnership Firm, vide registered sale deed dated 05.03.2021 registered at Sr. No. 2123 before the Sub-registrar No. 4, Nagpur, as a result of which it became the absolute legal owner of the same, AND,

WHEREAS, the immovable property bearing Plot No. 61, admeasuring about 407.98 Sq. Mtrs., or 4391.55 Sq. Fts., (as per Release Letter of N.I.T.), being part & portion of entire land bearing Kh. No. 66/2 & 82, P. H. No. 11, Ward No. 61 bearing Sheet No. 26 & 27, City Survey No. 102 & 107, (as per City Survey Mutation Cts. No. 107), Mouza – Zingabai Takli, situated in the sanctioned layout scheme of Shree Housing Co. Op. Society Ltd., Nagpur, & which is within the limits of N.I.T. & N. M. C., Nagpur, Tah. & Dist. Nagpur & which is within the limits of N.I.T. & N. M. C., Nagpur, Tah. & Dist. Nagpur, was originally purchased by Sau Ranjana D. Sathe from Shree Housing Co. Op. Society Ltd., Nagpur, vide registered sale deed dated 11.09.2015 registered at Sr.

No. 3787 before the Joint Sub-registrar No. 6, Nagpur, who then became the absolute legal owner of the same, AND,

WHEREAS, during the course of time, the layout scheme of Shree Housing Co. Op. Society Ltd., Nagpur, of Kh. No. 66/2 & 82, of Mouza – Zingabai Takli, came within the purview of Regularization of Unauthorized Layout/Construction Scheme (1900 Layout Scheme) of N. I. T., Nagpur and after completing all the formalities the Regularization authority finally sanctioned the layout map of Kh. No. 66/2 & 82. In view of the above, the title holder of Plot No. 61 then applied to regularize her plot & after completing all the required formalities, Building Engineer (N), Nagpur Improvement Trust, Nagpur, regularized the said Plot No. 61 under aforesaid Maharashtra Gunthewari Developments Act, 2001 & issued its Release Letter on dated 14.12.2011 regularizing a total Plot area admeasuring 407.98 Sq. Mtrs., or 4391.55 Sq. Fts., in the name of Shri Avinash S. Dakhole, AND,

WHEREAS, the aforesaid title holder Sau Ranjana D. Sathe then decided to sell the said plot of land and accordingly sold the same to Shri Milind P. Sambhe vide registered sale deed dated 11.09.2005 registered at Sr. No. 3787 before the Sub-registrar No. 6, Nagpur, as a result of which he became the absolute legal owner of the same, AND,

WHEREAS, accordingly Shri Milind P. Sambhe became the absolute legal owner of **the said Plot No. 60** admeasuring about 443.4840 Sq. Mtrs., or 4773.66 Sq. Fts., (as per Release Letter of N.I.T.) & **Plot No. 61** admeasuring about 407.98 Sq. Mtrs., or 4391.55 Sq. Fts., (as per Release Letter of N.I.T.). The said title holder then also decided to clubbed both the said plots and applied to the concerned department for clubbing of the same and acting on the same the Deputy Engineer, N.M.C., Nagpur, had approved amalgamation of the said plots vide its Order dated 28.01.2021 wherein an area admeasuring 851.46 Sq. Mtrs., was declared / sanctioned as amalgamated area, AND,

WHEREAS, the aforesaid title holder Shri Milind P. Sambhe then decided not to retain the said plots bearing No. 60 & 61 and accordingly sold the same to Siddhivinayak Properties, a Partnership Firm, by executing two separate sale deeds which were registered on dated 05.03.2021 at Sr. No. 2123 & 2124 before the Sub-registrar No. 4, Nagpur, as a result of which it / the Grantor became the absolute legal owner of the same, AND,

WHEREAS, the Grantor / Owner / Promoter now has decided to develop the said property into a residential apartment / flat / unit by Constructing a Building Complex / Multi Family Building there on consisting of separate independent Apartment(s) / Flat(s) on each floor & according to the building plan sanctioned by Building Engineer (N), N.I.T., Nagpur, on dated 25.10.2021 bearing Building Permit No. BE(N)/Case No. BUL-G-300 / Tracking No. 2021071239 /

135, and & the Grantor / Owner / Promoter had also submitted the entire property to the provisions of The Maharashtra Apartment Ownership Act 1970 thereby executed and registered Deed of Declaration on dated 29.10.2021 at Sr. No. before the Sub-registrar No. 4, Nagpur, AND,

WHEREAS, the Grantor / Owner / Promoter does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Grantor / Owner / Promoter has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority. Furthermore the said project is presently mortgaged with the Arvind Sahakari Bank Ltd., Br. Gandhibagh Nagpur, AND,

WHEREAS, the Grantor / Owner / Promoter is in possession of the project land and the Grantor / Owner / Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove by the name & styled as “Ganraj Heights”; AND,

WHEREAS, the Grantor / Owner / Promoter has proposed to construct on the project land 1 (One) Building, having Ground Floor for Parking and 7 Upper Floors consisting of separate Flat / Apartments / Units therein as per sanction plan/s and for the same had obtained financial assistance by mortgaging the property described herein with Arvind Sahakari Bank Ltd., Br. Gandhibagh Nagpur ; AND,

WHEREAS, the Grantor / Owner / Promoter 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 Grantor / Owner / Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Grantor / Owner / Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings to which the proposed Purchaser/s shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the proposed Purchaser/s shall be entitled to inspect the work of his / her / their Unit / Flat / Apartment from time to time at all reasonable hours to which the Grantor / Owner / Promoter shall not object; AND,

WHEREAS, the Grantor / Owner / Promoter has already registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. Dated , AND;

WHEREAS, the authenticated copies of Property card, Building Map/s, Release Letter/s & other necessary title document/s showing the nature of the title of the Grantor / Owner /

Promoter to the Project Land on which the Flats / Apartments / Units are to be constructed have been annexed hereto; AND,

WHEREAS, the Grantor / Owner / Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Allottee / Purchaser/s being desirous of owning some Flat / Apartment in the said multistoried building for his / her / their Residential use with heritable and transferable rights therein has approached and applied to the Grantor / Owner / Promoter & expressed his / her / their desire and willingness to purchase the Undivided% share and interest in the said Plot No. 10 (Block K) Together with the entire R.C.C. Superstructure comprising **Apartment / Unit / Flat No.** of Floor covering a Carpet area admeasuring of Sq. Mtrs., & Built-up area of Sq. Mtrs., of "Ganraj Heights", AND,

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

WHEREAS, under section 13 of the said Act the Grantor / Owner / Promoter is required to execute a written Agreement for sale of said Flat / Apartment / Unit with the Allottee / Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908; In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Grantor / Owner / Promoter hereby agrees to sell and the Allottee / Purchaser/s hereby agrees to purchase the said Flat / Apartment / Unit, AND,

WHEREAS, before executing this agreement, on demand from the Purchaser / Allottee, the Grantor / Owner / Promoter has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the Building plans, designs and specifications prepared by the Grantor / Owner / Promoter and sanctioned by the sanctioning authority and of such other document/s 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 / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, Building Plan/s, and Specifications of the said Project and the other documents and papers disclosed by the Grantor / Owner / Promoter and satisfied herself/himself/themselves about the title of the Grantor / Owner / Promoter to the said Property and/or right of the Grantor / Owner / Promoter to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Grantor / Owner / Promoter has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with

the same and has no further or other information nor disclosure to be required from the Grantor / Owner / Promoter, and the Purchaser/s is fully satisfied with the right, title and authority of the Grantor / Owner / Promoter as well as the condition, type, user and specifications of the said Apartment / Flat / Unit scheme and facilities in the said Apartment / Flat / Unit scheme and after being so satisfied, the Purchaser/s / Allottee/ies has agreed to purchase it.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS :-

- a. **That**, the Said Land is earmarked for the purpose of building a residential project, comprising 28 Flats / Units / Apartments & the said project shall be known as 'Ganraj Heights', consisting of Ground Floor & 7 (Four) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartment/s, Flat/s, Unit/s to be constructed by the Grantor / Owner / Promoter on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.
- b. **That**, the Purchaser/s hereby agrees to purchase from the Grantor / Owner / Promoter and the Grantor / Owner / Promoter hereby agrees to sell to the Purchaser/s **Unit / Apartment / Flat No.** of Floor covering a **Carpet area admeasuring of Sq. Mtrs., Built-up area of Sq. Mtrs., & Super Built-up area Sq. Mtrs.** on the in the Building known as styled as "Ganraj Heights" (hereinafter referred to as "the Flat / Apartment / Unit") as shown in the Floor plan thereof hereto annexed for the total sale consideration of Rs. _____/- (RUPEES _____ ONLY).
- c. **That**, the Purchaser/s has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) (as their own contribution) as advance payment and hereby agrees to pay to the Grantor / Owner / Promoter Party the balance amount of Rs. _____/- (Rupees _____ Only) in the manner herein below specified :-

SCHEDULE OF PAYMENT OF AGREED SALE CONSIDERATION

Rs./- (Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on completion of the Plinth level.

Rs./-	(Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on casting of Parking Slab.
Rs./-	(Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on casting of First Floor Slab.
Rs./-	(Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on casting of Second Floor Slab.
Rs./-	(Rupees Only) i.e. 15% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on casting of Third Floor Slab.
Rs./-	(Rupees Only) i.e. 15% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on casting of Fourth Floor Slab.
Rs./-	(Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on the completion of Brick work & Plaster.
Rs./-	(Rupees Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on the completion of Flooring, Plumbing, Sanitary & Electric Work.
Rs./-	(Rupees Only) i.e. 5% of total consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on the completion of Painting & Finishing Work.
Rs./-	(Rupees Only) i.e. balance consideration amount, agreed to be paid by the Purchaser/s to the Grantor / Owner / Promoter on taking over actual possession of the chosen Flat / Apartment / Unit.

Rs./- (Rupees Lacs Only)

- d. **That**, the above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Grantor / Owner / Promoter by way of Value Added Tax, 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 Grantor / Owner / Promoter) up to the date of handing over the possession of the said Apartment / Flat / Unit. The Purchaser specifically agrees to pay to the Grantor / Owner / Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Grantor / Owner / Promoter 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 VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.
- e. **That**, the Purchaser/s does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser/s to pay the amount of Tax Deducted at Source (TDS) @ 1.00% (if applicable) or at applicable rates 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/s from the Sale Consideration payable to the Grantor / Owner / Promoter and to credit the same in the appropriate account of Income Tax Department.
- f. **That**, 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 Grantor / Owner / Promoter 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 Grantor / Owner / Promoter 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/s, which shall only be applicable on subsequent payments.
- g. **That**, in case the Purchaser/s wishes that the Grantor / Owner / Promoter, undertake any additional / extra item(s) of work, besides the specifications agreed between the parties then in such a case, she/he/they will pay in advance, extra cost thereof to the Grantor / Owner /

Promoter, as estimated by Architect of Grantor / Owner / Promoter,. However the changes requested by the Purchaser/s shall be subject to the technical feasibility, to be decided by the Grantor / Owner / Promoter.

- h. **That**, the Grantor / Owner / Promoter, after receipt of full, consideration amount as aforesaid, and other contributory charges, dues, etc. if any, from the Purchaser/s, shall execute the required Conveyance Deed / Sale deed of the said Flat / Apartment / Unit to the Purchaser/s or in favour of any nominee/s of the Purchaser/s in terms of this agreement as per the instruction of the Purchaser/s subject to any law for the time being in force and such other conditions as may be imposed at the relevant time and shall hand over the vacant peaceful possession of said Flat / Apartment / Unit to and in favour of the Purchaser/s, at the cost of Purchaser/s. Provided further that, the Grantor / Owner / Promoter shall not deliver the actual physical possession of the said Flat / Apartment / Unit to the Purchaser/s until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, GST, etc. are paid by the Purchaser/s in full to the Grantor / Owner / Promoter hereto.
- i. **That**, time is essence for the Grantor / Owner / Promoter as well as the Purchaser/s. The Grantor / Owner / Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment / Unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate, 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 the Agreement subject to the simultaneous completion of construction by the Grantor / Owner / Promoter as provided herein above.
- j. That, if the Grantor / Owner / Promoter fails to abide by the time schedule for completing the project and handing over the Flat / Apartment / Unit to the Purchaser/s, the Grantor / Owner / Promoter 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 of the possession. The Purchaser/s agrees to pay to the Grantor / Owner / Promoter, interest at the rate % 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 Grantor / Owner / Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Grantor / Owner / Promoter.

- k. That, without prejudice to the right of Grantor / Owner / Promoter to charge interest as above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Grantor / Owner / Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Grantor / Owner / Promoter shall at his / its / their own option, may terminate this Agreement. Provided that, Grantor / Owner / Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his / her / their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Grantor / Owner / Promoter within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Grantor / Owner / Promoter shall refund to the Purchaser/s, subject to deduction of a sum of Rs.1,00,000/- (Rupees One Lac Only) Only plus the amount of interest chargeable as herein above specified, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment / Flat / Unit which may till then have been paid by the Purchaser/s to the Grantor / Owner / Promoter.

- l. The Grantor / Owner / Promoter shall give possession of the Flat / Apartment / Unit to the Purchaser/s on or **before** or as may be decided, but 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 Grantor / Owner / Promoter 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 Grantor / Owner / Promoter. If the Grantor / Owner / Promoter fails or neglects to give possession of the Flat / Apartment / Unit to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Grantor / Owner / Promoter shall be liable on demand to refund to the Purchaser/s the amounts already

received by it in respect of the Flat / Apartment / Unit agreed to be purchased by the Purchaser/s.

Provided further that the Grantor / Owner / Promoter shall be entitled to reasonable extension of time for giving delivery of Flat / Apartment / Unit on the aforesaid date, if the completion of building in which the Flat / Apartment / Unit 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.

Provided further that the Grantor / Owner / Promoter shall not deliver the actual physical possession of the said Flat / Apartment / Unit to the Purchaser/s until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, GST, etc., if any, are paid by the Purchaser/s in full to the Grantor / Owner / Promoter hereto.

- m. **That**, the Grantor / Owner / Promoter after the payment made by the Purchaser/s as per the agreement & otherwise specified shall intimate / offer in writing the possession of the Flat / Apartment / Unit 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 Grantor / Owner / Promoter shall give possession of the said Flat / Apartment / Unit to the Purchaser/s. The Grantor / Owner / Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Grantor / Owner / Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Grantor / Owner / Promoter or Association of Purchaser/s, as the case may be.
- n. **That**, the Grantor / Owner / Promoter 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 Purchaser/s, the Grantor / Owner / Promoter 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 Flat / Apartment / Unit 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 Flat / Apartment / Unit chosen by the Purchaser/s to the Grantor / Owner / Promoter.

- o. **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/s jointly with the other Co-owners thereof. However the Flat / Apartment / Unit chosen by Purchaser/s in the proposed multistoried building shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Flat / Apartment / Unit owners for the purpose of maintenance.
- p. **That**, upon receiving a written intimation from the Grantor / Owner / Promoter, the Purchaser/s shall take possession of the Flat / Apartment / Unit from the Grantor / Owner / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Flat / Agreement / Unit and the Grantor / Owner / Promoter shall give possession of the Flat / Apartment / Unit to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Grantor / Owner / Promoter or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

That, if within a period of five years from the date of handing over the Flat / Apartment / Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Grantor / Owner / Promoter any structural defect in the Flat / Apartment / Unit or the building in which the Flat / Apartment / Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Grantor / Owner / Promoter at their / 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 Grantor / Owner / Promoter, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Flat / Apartment / Unit, the Purchaser/s shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Grantor / Owner / Promoter shall always cooperate 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. However it is understood by the Purchaser/s 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/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 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 sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations.

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 made modifications, changes or repairs and alterations to the Flat / Apartment / Unit resulting in damages of any nature, then under such circumstances the Grantor / Owner / Promoter shall not be liable for make good of the defect.

- q. **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 Flat / Apartment / Unit and not cause any damage to the structural portions. In the like manner the Purchaser/s shall not 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 unauthorized acts, if done by the Purchaser/s, then in such event, Purchaser/s will be solely responsible for any consequences which may arise. The Purchaser/s shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.
- r. **That,** the Purchaser/s shall use the Flat / Apartment / Unit or any part thereof or permit the same to be used only for purpose of "Residence" for carrying on any Residential use. He / She / They shall use the parking space only for purpose of keeping or parking vehicle.
- s. **That,** it is understood by the Purchaser/s that the Grantor / Owner / Promoter 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/s will neither object/disturb it, nor obstruct it's visibility in any way. The Grantor / Owner / Promoter shall not pay, nor the Purchaser/s shall demand any rent etc. for any signs displayed by the Grantor / Owner / Promoter.
- t. **That,** the Grantor / Owner / Promoter has already submitted the entire property / project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and 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/s and her/his/their successors in title.

Provided 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 Flat / Apartment / Unit Owner/s interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

- u. **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 Flat / Apartment / Unit 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/s severally or jointly with any other Flat / Apartment / Unit Owner or Owners.
- v. **That**, it will be the Purchaser/s responsibility to maintain the Flat / Apartment / Unit at the his / her / their own cost in good and tenantable repair and condition from the date that of possession of the Flat / Apartment / Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat / Apartment / Unit 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 Flat / Apartment is situated and the Flat / Apartment / Unit itself or any part thereof without the consent of the local authorities, if required.
- w. **That**, the Purchaser/s hereby specifically agrees with the Grantor / Owner / Promoter that even after taking over the actual possession of the Flat / Apartment / Unit chosen by Purchaser/s, the Purchaser/s will not object or prevent or obstruct the Grantor / Owner / Promoter in any way in carrying on and completing the work of other Flat / Apartment/s / Unit/s in the said building and keeping building materials on the available open land.
- x. **That**, the Purchaser/s will not store in the Flat / Apartment / Unit/s 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 Flat / Apartment / Unit/s 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 Flat / Apartment / Unit/s is situated, including entrances of the building in which the Flat / Apartment / Unit/s is situated and in case any damage is caused to the building in which the Flat / Apartment is situated or the Flat / Apartment / Unit/s 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.

- y. **That,** the Purchaser/s will carry out at her/his/their own cost all internal repairs to the said Flat / Apartment / Unit/s and maintain the Flat / Apartment / Unit/s in the same condition, state and order in which it was delivered by the Grantor / Owner / Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat / Apartment / Unit/s is situated or the Flat / Apartment / Unit/s 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/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- z. **That,** the Purchaser/s will not demolish or cause to be demolished the Flat / Apartment / Unit/s 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 Flat / Apartment / Unit/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment / Unit/s is situated and shall keep the portion, sewers, drains and pipes in the Flat / Apartment / Unit/s 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 Flat / Apartment / Unit/s 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 Flat / Apartment / Unit/s without the prior written permission of the Grantor / Owner / Promoter and/or the Association of the Flat / Apartment / Unit/s Owners.
- aa. That, the cost of repairs/improvements/maintenance or expenses for acquisition of any common services like electric, drainage, rain water pipes, sump, water tank/s, motor pump, sweeper payments, watchman payments including periodical paintings, white washings or color washings, repairs, and all other common facilities, appliances, machinery, motor pump/s etc., shall be borne and paid by all the owners/occupants of the said building jointly & proportionately including the Purchaser/s without any delay for any reasons what so ever. It is also well within the knowledge of the Purchaser/s that due to non - use of said Apartment / Flat / Unit/s or for any other reason, the Purchaser/s shall not be entitled to any exemption from such common expenses and his failing to pay his share of common expenses the association of owners or Grantor / Owner / Promoter shall be entitled to take appropriate legal steps for recovery of such expenses at the cost and risk of Purchaser/s without prejudice to any rights of it to stop any common facilities or amenities to the Purchaser/s.

- bb. **That**, the Purchaser/s will not to do or perform any activity, which will result in damages to the said Flat / Apartment / Unit/s and Common area of the Project. The Purchaser/s shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- cc. **That**, the Purchaser/s will 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 Flat / Apartment / Unit/s is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- dd. **That**, the Purchaser/s will not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Apartment / Unit/s in the compound or any portion of the project land and the building in which the Flat / Apartment / Unit/s is situated. The Purchaser/s will pay to the Grantor / Owner / Promoter within fifteen days of demand by the Grantor / Owner / Promoter, 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 Flat / Apartment / Unit/s is situated.
- ee. **That**, the Purchaser/s agrees to bear / will 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 Flat / Apartment / Unit/s by the Purchaser/s for any purposes other than for purpose for which it is sold. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat / Apartment / Unit/s until all the dues payable by the Purchaser/s to the Grantor / Owner / Promoter under this Agreement are fully paid up.
- ff. **That**, the Purchaser/s shall observe and perform all the rules and regulations which the Association of the Flat / Apartment / Unit/s 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 Flat/s / Apartment/s / Unit/s 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 Flat / Apartment / Unit Owners regarding the occupancy and use of the Flat / Apartment / Unit 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.

- gg. **That**, the Purchaser/s shall permit the Grantor / Owner / Promoter 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 till handing over the management of said Building maintenance to the Association of Flat / Apartment / Unit Owners, the Purchaser/s shall permit the Grantor / Owner / Promoter.
- hh. **That**, if in case some of the Flat/s / Apartment/s / Unit/s in the said Project remains unsold, even after completion of the same, then the Grantor / Owner / Promoter shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Flat/s / Apartment/s / Unit/s.
- ii. **That**, the Grantor / Owner / Promoter has 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.
- jj. **That**, the Grantor / Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- kk. **That**, all approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Grantor / Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- ll. **That**, the Grantor / Owner / Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- mm. **That**, the Vendor and/or Grantor / Owner / Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat / Apartment / Unit which will, in any manner, affect the rights of Purchaser/s under this Agreement.

- mm. **That**, the Grantor / Owner / Promoter confirms that the Grantor / Owner / Promoter is not restricted in any manner whatsoever from selling the said Flat / Apartment / Unit to the Purchaser/s in the manner contemplated in this Agreement.
- nn. **That**, the Grantor / Owner / Promoter confirms that 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 Grantor / Owner / Promoter in respect of the project land and/or the Project.
- oo. **That**, at the time of execution of the Sale Deed of the Flat / Apartment / Unit in favour of the Purchaser/s, the Grantor / Owner / Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Flat / Apartment / Unit Owners / Association of the Flat / Apartment / Unit Owners.
- pp. **That**, after the Grantor / Owner / Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Flat / Apartment / Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat / Apartment / Unit, Also, the Purchaser/s / Allottee/ies is / are aware about the present charge of Arvind Sahakari Bank Ltd., Nagpur, with respect to the property herein described.
- qq. **That**, 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 Purchaser/s of the Flat / Apartment / Unit, in case of a transfer, as the said obligations go along with the Flat / Apartment / Unit for all intents and purposes.
- rr. **That**, if any of the provision/s 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.
- ss. **That**, both the Parties to this agreement agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in

order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- tt. **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/s, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.
- uu. **That**, all notices to be served on the Purchaser/s and the Grantor / Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Grantor / Owner / Promoter by Registered Post A.D and notified Email ID / Under Certificate of Posting at their respective addresses.

It shall be the duty of the Purchaser/s and the Grantor / Owner / Promoter 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 Grantor / Owner / Promoter or the Purchaser/s, as the case may be. Further, in case there are Joint Purchaser/s all communications shall be sent by the Grantor / Owner / Promoter to the Purchaser/ss 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.

- ww. **That**, 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 all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.
- xx. **That**, any dispute between parties shall be settled amicably. In case of failure to settle 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.
- yy. **That**, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at Nagpur will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have out of his / her / their free will without any force, undue influence consciously set their respective hands and signed this Agreement for Sale at Nagpur in the presence of attesting witness, signing as such on the day first above written.

WITNESSES :

1. _____
(.....)

**PARTNER OF
SIDDHIVINAYAK PROPERTIES
SHRI SACHIN S. URMALÉ**

2. _____
(.....)

**SHRI MANOJ G. DHURAD
PARTNER OF
SIDDHIVINAYAK PROPERTIES
(GRANTOR / OWNER / PROMOTER)**

(Shri / Smt.)
(Allottee / Purchaser)