AGREEMENT FOR SALE OF APARTMENT

In respect of **Residential Apartment No. ___, _____ Floor, _____Sq. Mt, Super Built up** together with _____**% of undivided share** and interest in **Plot No. __**, in the building popularly known as **SAVITRI ENCLAVE,** situated at Mudliyar Layout, Shantinagar, Nagpur.

ACTUAL CONSIDERATION AT RS. _____/- ONLY

AS PER GOVT. R.R. RS. _____/- ONLY

STAMP DUTY PAID RS. _____/- ONLY,

MOUZA- BINAKI @ RS. _____/- ONLY PER SQ. MTRS.,

(Within the jurisdiction of the Sub-Registrar, Nagpur)

THIS DEED OF AGREEMENT FOR SALE OF APARTMENT made and executed at Nagpur on this _____ Day of _____, 2021.

BETWEEN

1. SHRI KRISHNA S/O. DEVRAJ MUDLIAR, Aged about: 62 Years, Occ: Business, Resident of Flat No. A/1, Kanak Apartment, Daga Layout, Near N.I.T. Garden, Ambazari University Campus, Nagpur -33

(AADHAR NO. 8468 5334 1929) (PAN NO. ABUPM 3919 M)

2. SHRI RAJENDRA S/O. NITYANAND MUDLIAR, Aged about: 57 years, Occ: Business, Resident of 900, Near Mudliar Hall, Sheri Harihar Kuti, Mudliar Chowk, Nagpur -02

(AADHAR NO. 5635 5765 3514) (PAN NO. ACAPM 4945 L)

3. SHRI SANJAY S/O. NITYANAND MUDLIAR, Aged about: 57 years, Occ: Business, Resident of 900, Near Mudliar Hall, Sheri Harihar Kuti, Mudliar Chowk, Nagpur -02

(AADHAR NO. 5635 5765 3514) (PAN NO. ACAPM 4945 L)

Through their duly constituted power of attorney holder

SHREE SHIVANAND REALITIES THROUGH ITS PARTNERS A) SHRI VIKRAM S/O SURESHSINGH CHAUHAN,

Aged about: 40 years, Occ: Business, R/o. House No. 948, Gharonda Complex, Mata ki Chawl, Shantinagar, Nagpur-440002 **(AADHAR NO. 7713 7716 9986) (PAN NO. BBEPC 7811 B)**

B) SHRI PANKAJ S/O. SHAMBHUNATH YADAV, Aged about: 40 years, Occ: Business, R/o. Quarter No. I/172, Near S. Kumar Cycle Stores, Shantinagar, Nagpur-440002 **(AADHAR NO. 9920 1419 9514) (PAN NO. ACZPY 5643 C) &**

C) SHRI KAPIL S/O. RAJENDRA GUPTA, Aged about: 32 years, Occ: Business, R/o. Plot No. 843, Prem Nagar, Narayanpeth, Galli No. 5, Nagpur-440002 **(AADHAR NO. 4488 4033 8160) (PAN NO. ALTPG 5856 C),**

Hereinafter called as **"VENDOR"** which expression shall unless repugnant to the context or meaning thereto, always mean and include the said **VENDOR**, their legal heirs, representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

SHRI _____**,** Aged about __ years, Occupation – _____, Residents of _____–_____
_____

(AADHAR NO. _____) (PAN NO. _____)

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

AND

SHREE SHIVANAND REALITIES through its partners **A) SHRI VIKRAM S/O SURESHSINGH CHAUHAN,** Aged about: 40 years, Occ: Business, R/o. House No. 948, Gharonda Complex, Mata ki Chawl, Shantinagar, Nagpur-440002 **(AADHAR NO. 7713 7716 9986) (PAN NO. BBEPC 7811 B)**

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Hereinafter called the **"DEVELOPER/ PROMOTER"** which expression shall unless, repugnant to the context or meaning thereof, always mean and include the said **DEVELOPER/ PROMOTER** as well as their legal heirs, representatives, executors, administrators, successors and assigns of the THIRD PART.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS, Late Shri Murlidhar S/o. Narsinghrao Mudliar and Late Shri Deoraj S/o. Narsinghrao Mudliar during their lifetime has purchased all that piece and parcel of land viz., Khasara No. 156, admeasuring about 23.89 Hr of Mouza- Binaki, Mouza No. 121 situated at Tahsil and District- Nagpur vide sale deed duly executed and registered before the office of Sub-Registrar, Nagpur dated 03/09/1929 from Shrimant Raja Bahadur Raghoji Janoji Rav Saheb. by virtue of the said sale deed as referred above, the said Late Shri Murlidhar S/o. Narsinghrao Mudliar and Late Shri Deoraj S/o. Narsinghrao Mudliar became the joint owners of the said property.

AND WHEREAS, later on, the said Late Shri Murlidhar S/o. Narsinghrao Mudliar and Late Shri Deoraj S/o. Narsinghrao Mudliar has moved an application before the Collector Nagpur for conversion of the use of the said land. Accordingly, the said the Khasara No. 156, admeasuring about 23.89 Hr of Mouza- Binaki, Mouza No. 121 situated at Tahsil and District- Nagpur has been converted for Non-Agricultural (Residential) use by the Collector,

Nagpur vide his order dated 08/04/1963 passed in Revenue Case No. 4/A-2/1962-63. After converting the said land, the layout has been laid in the said Khasara No. 156 and plots were sold to the prospective purchasers. After selling the plots, Late Shri Murlidhar S/o. Narsinghrao Mudliar and Late Shri Deoraj S/o. Narsinghrao Mudliar became the owner of the plots left in the said layout. Accordingly, the names of the said Late Shri Murlidhar S/o. Narsinghrao Mudliar and Late Shri Deoraj S/o. Narsinghrao Mudliar on Plot No. 48, admeasuring 465.10 Sq. Mtrs and their names have also been mutated on the record of rights.

AND WHEREAS, Shri Murlidhar S/o. Narsinghrao Mudliar left for heavenly abode on 10/04/1948, leaving behind his son namely Late Shri Nityanand S/o. Murlidhar Mudliar as the only legal heirs. By virtue of succession, the said Late Shri Nityanand S/o. Murlidhar Mudliar became the successive and legal owner of the share of Late Shri Murlidhar S/o. Narsinghrao Mudliar.

AND WHEREAS, Shri Deoraj S/o. Narsinghrao Mudliar left for heavenly abode on 06/01/1994, leaving behind his son namely Shri Krishna S/o. Deoraj Mudliar as the only legal heirs. By virtue of succession, the said Shri Krishna S/o. Deoraj Mudliar became the successive and legal owner of the share of Late Shri Deoraj S/o. Narsinghrao Mudliar.

AND WHEREAS, Shri Nityanand S/o. Murlidhar Mudliar left for heavenly abode on 28/05/2011, leaving behind two sons namely 1) Shri Rajendra S/o. Nityanand Mudliar, 2) Shri Sanjay S/o. Nityanand Mudliar as his only legal heirs. By virtue of succession, the said 1) Shri Rajendra S/o. Nityanand Mudliar, 2) Shri Sanjay S/o. Nityanand Mudliar became the joint successive and legal owners of the share of Late Shri Nityanand S/o. Murlidhar Mudliar.

AND WHEREAS, now, 1) Shri Krishna S/o. Deoraj Mudliar 2) Shri Rajendra S/o. Nityanand Mudliar, 3) Shri Sanjay S/o. Nityanand Mudliar, become the Joint/Co- owners of the said

property by virtue of succession and their names have also been mutated on the record of rights in respect of Plot No. 48, admeasuring 465.10 Sq. Mtrs as well as in other Government and Semi Government department as owner thereof.

AND WHEREAS, 1) Shri Krishna S/o. Deoraj Mudliar 2) Shri Rajendra S/o. Nityanand Mudliar, 3) Shri Sanjay S/o. Nityanand Mudliar have desired to develop the aforementioned plot No. 48 and thus they have entered into a Development Agreement with Shree Shivanand Realities through its partners 1) Shri Vikaram S/o. Suresh Chauhan, 2) Shri Pankaj Shambhunath Yadav and 2) Sheri Kapil Rajendra Gupta vide an Agreement of Development duly executed and registered before the office of Sub- Registrar, Nagpur- 1, Nagpur at its Serial No. 6013/2021 on dated 17/09/2021. So also they have also executed and registered a power of attorney before the office of Sub- Registrar, Nagpur - 1, Nagpur at its Serial No. 6014/2021 on dated 17/09/2021 in favour of Shree Shivanand Realities through its partners 1) Shri Vikaram S/o. Suresh Chauhan, 2) Shri Pankaj Shambhunath Yadav and 2) Sheri Kapil Rajendra Gupta and thereby empowered them to deal with the said property in any manner including sale to the prospective purchaser/s.

AND WHEREAS, the Developer/promoter, for construction of a multi stored building on the said plot have got the said Plot No. 48 Sub Divided vide Letter No. जा.क्र.मनपाना/नरवि/07/विभाजन dated 20/05/2020.

AND WHEREAS, the Developer/promoter, for construction of a multi stored building on the said plot have also got building Plan sanction /permit from Nagpur Municipal Corporation, Nagpur vide building plan/permit No. vide Building Permit No. 507/BP/Binaki/TP/NMC/70 Dt. 11.11.2021.

AND WHEREAS, the Developer/promoter after getting the sanction of building plan/permit, started the construction work of a Multistoried building on the said plot consisting self-contained residential Apartments for the purpose of allotment and sale

to and in favour of any prospective willing buyer/s, reserving rights to get the said building plan revised/re-revised, if required. Thus, The said building/complex is known as **"SAVITRI ENCLAVE"** comprising of Seven Floors as per sanctioned building plan and revised plan.

AND WHEREAS, the proposed Multi-Storied building/ complex popularly known as **"SAVITRI ENCLAVE"** is submitted to the provisions of Maharashtra Apartments Ownership Act, 1970, by virtue of Declaration Deed duly registered in the office of the Sub-Registrar Nagpur–___, bearing serial/registration _____ dated _____.

AND WHEREAS, the Developer/promoter has registered the said property/land under the provisions of the Real Estate Regulatory Act with the Real Estate Regulatory Authority at Nagpur bearing Registration No. _____.

AND WHEREAS, the Developer/promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer/promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS, by virtue of the above referred Agreement of Development & Power of Attorney of the plot in its favour, the Developer/promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Developer/promoter on the said property/land and to enter into Agreement/s with the Purchaser/Allottee/s of the Apartments and to receive the sale consideration in respect thereof.

AND WHEREAS, the Purchaser/Allottee, being desirous to own Apartment in the said building, approached the Vendor & the Developer/promoter and requested to allot him an Apartment in the said building. The Vendor & the Developer/promoter, on demand of the Purchaser/Allottee, has given inspection to the Purchaser/Allottee of all the documents of title relating to the said property/land land and the plans, designs and

specifications prepared by the Vendor & the Developer/promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS, the Developer/promoter has also commenced the construction of the proposed building in accordance with the sanction plan.

AND WHEREAS, the Purchaser/Allottee has approached to the Vendor & the Developer/promoter for allotment of an Apartment No. ____on _____ Floor being constructed in the Said property/land i.e. Plot No. 48, containing by admeasurements 4650.212 Sq. Mtrs., (or 4938.84 Sq. Feet) being a portion of the entire land bearing Khasara No. 156 of Mouza- Binaki, situated at Mudliar Layout, Shantinagar Nagpur, Tahsil and District- Nagpur.

AND WHEREAS, the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution/at the time of execution of these presents the Purchaser/Allottee has paid to the Vendor & the Developer/promoter a sum of Rs. _____/- (Rupees _____Only), being part payment of

the sale consideration of the Apartment agreed to be sold by the Vendor & the Developer/promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Vendor & the Developer/promoter both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Vendor & the Developer/promoter the balance of the sale consideration in the manner as per this agreement.

AND WHEREAS, after due inspection of plan, design, spot etc., the Purchaser/Allottee choose Apartment No. _____ at _____ Floor of the said building.

AND WHEREAS, the Developer/promoter also agreed to allot and sale the said Apartment to the Purchaser/Allottee as desired by Purchaser/Allottee, against the valuable consideration amount of Rs. _____/- (Rupees _____Only), subject to various terms & conditions agreed by the Purchaser/Allottee, accordingly, the parties hereto, had due deliberations, discussions and consequences thereof, the parties have agreed to execute this Agreement for Sale as under –

NOW, THEREFORE, THIS DEED OF AGREEMENT FOR SALE OF APARTMENT WITNESSETH AS FOLLOWS–

1. The Vendor & the Developer/promoter shall sell and the Purchaser/Allottee shall purchase, ALL THAT R.C.C. Structure consisting a residential Apartment No. _____ admeasuring _____. Super Built Up area at _____ Floor (hereinafter Referred to as "the Apartment") as shown schedule annexed hereto for the consideration amount of Rs. _____/- (Rupees _____ Only), along with rights to enjoy the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

2. The Purchaser/Allottee agreed to pay Rs. _____/- (Rupees _____ Only), to the Developer/promoter towards the consideration amount against

the allotment/transfer of said Apartment only in the following manner :

MODE OF PAYMENT

Rs. _____/- (Rupees _____only) paid by way of Cheque/ RTGS/ NEFT bearing No. _____ on dated _____, drawn on _____ which is hereby acknowledged, admitted and confirmed by the Vendor & the Developer/promoter.

Rs. _____/- (Rupees _____only) paid by way of Cheque/ RTGS/ NEFT bearing No. _____ on dated _____, drawn on _____ which is hereby acknowledged, admitted and confirmed by the Vendor & the Developer/promoter.

Rs. _____/- (Rupees _____only) Balance amount has been agreed to be paid at the time of execution and registration of sale deed by the banker of THE PURCHASER to DEVELOPER.

_____

Rs. _____/- (Rupees _____only)
TOTAL AMOUNT

_____

3. The aforementioned consideration is excluding of Taxes (consisting of tax paid or payable by the Vendor & the Developer/promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Said property/land payable by the Developer/promoter) up to the date of handing over the possession of the Apartment. The Purchaser/Allottee undertakes and agrees to deduct tax at source out of the total payable consideration amount at such rate and on such amounts as may be applicable for the time being in force on the consideration amount payable as per this agreement and shall credit the same in the relevant income tax account of the Vendor & the Developer/promoter and shall issue a certificate to this effect. The Purchaser/Allottee shall be liable to pay Value Added Tax, Service Tax, and Cess or any other kind taxes, dues charges separately besides the consideration amount as may be

demanded by the Vendor & the Developer/promoter from time to time.

4. After completion of the work of premises under sale, the premises shall be remeasured after obtaining occupancy certificate and the carpet area shall be confirmed, however, if any variation in the carpet area is found of more than 5% then as mentioned in this agreement, the payable consideration amount shall be recalculated and in case the carpet area is found more than the Purchaser/Allottee shall be liable to pay additional amount for that excess area but in case the carpet area is found less than the Vendor & the Developer/promoter shall have to refund the excess amount, if any paid by the Purchaser/Allottee within forty five days with annual interest at the rate as specified in the rules of the Real Estate (Regulation and Development) Act and this adjustment of the amount shall be made at the same rate per square meter as agreed and stipulated in this agreement.

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

6. The developer/promoter shall ensure to complete the said property/land and hand over the premises under sale to the Purchaser/Allottee as well as the common areas to the Purchaser/Allottees after receiving the occupancy certificate or completion certificate or at the time of the sale deed subject to payment of the stipulated consideration amount as mentioned above and the construction work is not interrupted or disturbed due to non-availability of building materials, laborers strike, natural calamities, war, civil commotion, acts of god, any notice/order/rule/notification of the government or other public

authorities or court or any emergencies or other unavoidable circumstances beyond the control of the Developer/promoter.

7. The Vendor & the Developer/promoter shall be free and at liberty to consume the full Floor Space Index (FSI) as may be permissible from time to time in respect of the said property/land with liberty of availing Transferrable Development Rights (TDR) or FSI on payment of premium or otherwise on expectation of increased FSI in future which may be available in future on modification to Development Control Regulations as may be applicable to the said property/land. The Vendor & the Developer/promoter has disclosed the Floor Space Index as proposed to be utilized by him on the said property/land in the said property/land as per registration of the said property/land and shall disclose modifications or changes in utilization of FSI. The Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor & the Developer/promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/promoter only without any claim or objection by the Purchaser/Allottee. The Purchaser/Allottee hereby undertake, agree and understand that in case of any increase in the F.S.I. or use of land by the Vendor & the Developer/promoter, the undivided variable proportionate share and interest in the said piece of land of the Purchaser/Allottee, shall stand reduced in accordance with the increase in F.S.I. or use of the land, against which the Purchaser/Allottee shall not make any demand, claim or objection at any time.

8. Without prejudice to the right of developer/promoter as above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Vendor & the Developer/promoter under this Agreement as well as such taxes, dues, charges etc. payable by the Purchaser/Allottee relating to his proportionate share to the concerned local authority and on the Purchaser/Allottee committing any defaults of payment of installments, the Vendor &

the Developer/promoter shall at his own option, may terminate this Agreement which shall not be objected by the Purchaser/Allottee provided that, Developer/promoter shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the email address, if any, provided by the Purchaser/Allottee, 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. The notice or intimation sent by registered post and/or e-mail shall be sufficient proof of proper service of the same on the Purchaser/Allottee. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Vendor & the Developer/promoter within the period of notice then at the end of such notice period, developer/promoter shall be entitled to terminate this Agreement without any claim, demand or objection, however, upon termination of this Agreement as aforesaid, the Developer/promoter shall refund to the Purchaser/Allottee the amount received from him subject to deduction of the damages occurred to the Developer/ Promoter by way of liquidated damages and expenses within a period of thirty days of the termination, the amount of sale consideration of the Apartment which may till then have been paid by the Purchaser/Allottee to the Vendor & the Developer/promoter which shall not be objected by the Purchaser/Allottee and the Vendor & the Developer/promoter shall be free to allot/sell the said apartment to any other buyer.

9. The Vendor & the Developer/promoter, after obtaining the occupancy certificate or completion certificate from the competent authority and the payment made by the Purchaser/Allottee as per the agreement shall handover the possession of the Apartment at the time of the execution and registration of the sale deed. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Vendor & the Developer/promoter or association of Purchaser/Allottees, as the case may be.

10. The Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose as it may be permissible as per sanction plan, rules or regulations governing the use of that apartment or any part thereof. The Purchaser/Allottee shall use the garage or parking space only for purpose of keeping or parking of vehicle/s but not for any other unauthorized purpose.

11. The Vendor & the Developer/promoter has clear and marketable title with respect land and has requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the land for the implementation of the said work. There are no encumbrances, lien or charges upon the said land.

12. The Vendor & the Developer/promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said property/land and shall obtain requisite approvals from time to time to complete the development of the said property/land. There are no litigations pending before any Court of law with respect to the said land.

13. All approvals, licenses and permits issued by the competent authorities with respect to the Said property/land, said property/land 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 Said property/land, said property/land land and said building/wing shall be obtained by following due process of law and the Vendor & the Developer/promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said property/land, Building and common areas.

14. The Vendor & the Developer/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/Allottee created herein, may prejudicially be affected;

15. The Vendor & the Developer/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 said property/land, including the Said property/land and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

16. The Vendor & the Developer/promoter confirms that the Developer/promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;

17. At the time of execution of the Sale Deed of the said apartment of Purchaser/Allottee the Developer/promoter shall handover lawful, vacant, peaceful, physical possession of said apartment to the Purchaser/Allottee.

18. The Vendor & the Developer/promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said property/land to the competent Authorities;

19. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor & the Developer/promoter in respect of the said property/land and/or the Said property/land.

20. The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor & the Developer/promoter as follows :-

20.1 To maintain the Apartment at the Purchaser/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not

do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

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

20.4 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the

Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor & the Developer/promoter.

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

20.6 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 said property/land and the building in which the Apartment is situated.

20.7 Pay to the Vendor & the Developer/promoter within fifteen days of demand by the Vendor & the Developer/promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

20.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.

20.9 The Purchaser/Allottee 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/Allottee to the Vendor & the Developer/promoter under this Agreement are fully paid up.

20.10 The Purchaser/Allottee has verified and inspected all the relevant deeds and documents as to right, title and authority of the Vendor & the Developer/promoter and also the specifications, design, plan etc. in respect of the said property. He also has personally seen and verified the spot and site. The Purchaser/Allottee is fully satisfied with the right, title and authority of Developer/promoter as well as the condition, type, user and specifications of the said property and facilities in the said complex and after being so satisfied, the Purchaser/Allottee has agreed to purchase it. A copy of each and every documents including the specifications, design, plan, and also a draft of proposed sale deed has been furnished and handed over to the Purchaser/Allottee and he acknowledge the same. Hereinafter, it shall not be open for the Purchaser/Allottee to question the rights, title and/or authority of the Developer/promoter before any forum or to make any claim in respect thereof, nor shall Purchaser/Allottee make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof.

20.11 The leakage of bathroom, W.C., kitchen etc., if any, in the said Apartment, which may cause nuisance to the other owners/occupants, shall be got repaired by the Purchaser/Allottee at his own cost at earliest. Similarly, the Purchaser/Allottee shall allow access to his apartment to the Vendor & the Developer/promoter or any owner/occupant of any other apartment/s in the said complex, for the purpose of any repairing work etc.

20.12 The Purchaser/Allottee, after conveyance, shall hold the undivided variable proportionate share in land jointly with other owners and shall never claim the division or partition of

the same, nor shall the Vendor & the Developer/promoter be liable for it.

20.13 The Purchaser/Allottee understand that the Developer/promoter shall engage and appoint it's own engineers, architects and other experts for the purpose of completion of work of the said building and complete the building under his exclusive supervision and control to which the Purchaser/Allottee shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the Purchaser/Allottee shall be free & entitled to visit the spot & verify the work from time to time at any reasonable working hours.

20.14 It is well within the knowledge of the Purchaser/Allottee that providing electricity connection shall not be the liability or responsibility of the Vendor & the Developer/promoter, however, at the request of the prospective buyer/s including the Purchaser/Allottee, the Developer/promoter may secure electricity connection for each Apartment and common water connection provided that all the buyer/s including the Purchaser/Allottee pay, without any delay or avoidance for any reasons whatsoever, such sums on account transformer, providing room for that purpose, load ancillary charges, SLC charges, deposits and all other expenses etc. separately as may be determined and demanded by the Vendor & the Developer/promoter and/or concerned authorities.

20.15 The Purchaser/Allottee understand and agree that he shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever, maintenance charges, any sums for providing any facilities or amenities in the said building or on account of any other expenses such as tax on works contracts, GST, VAT, service tax, sale tax or any other tax or any other expenses including fine, dues, charges on any account as it may be determined and demanded by the Vendor & the Developer/promoter or any other concerned authorities.

20.16 The Purchaser/Allottee shall not erect any superstructure either temporary or permanent upon the available open space or on the top/terrace of the said building or to make any alterations, modifications or changes to the said Apartment which may damage the structural frame work of the entire building or complex or in any manner impair the building or complex as a whole or part or change the existing elevation thereof in any manner whatsoever. The Purchaser/Allottee understand, agree and confirm that the specifications, facilities and amenities in the said building are as per his wishes and desires to his full satisfaction in all respects. The Purchaser/Allottee shall always abide by the building regulations of the Nagpur Municipal Corporation, Nagpur Improvement Trust, Nagpur, and/or any other concerned authority for the time being in force.

20.17 The Vendor & the Developer/promoter shall be free and at liberty to carry on the further construction work of the said building to which the Purchaser/Allottee shall not interfere or obstruct. The Vendor & the Developer/promoter shall be free to change/revise/re-revise the existing building plan or design including amalgamation, division or clubbing of any Apartment/s, land for any reasons to which the Purchaser/Allottee shall have no objection or claim of any sort and the Purchaser/Allottee shall be liable to sign or execute any deed or document or plan or design as the Vendor & the Developer/promoter may desire. However, the Vendor & the Developer/promoter shall not make any such change/revision/re-revision so as to minimize the carpet up area of Apartment here by agreed to be allotted and sold. The Vendor & the Developer/promoter further will be free and at liberty to utilize and use the common walls, roof/terrace for further construction work to which the Purchaser/Allottee shall have no objection and shall be liable and responsible to allow the Vendor & the Developer/promoter to have access in the said Apartment for any purpose or to make arrangements for electricity supply, water supply, staircase or any other

purpose through or under the walls or roof of said Apartment by making required arrangements therein.

20.17 The Developer/promoter shall be free and at liberty to consume the full F.S.I. or land presently available and also which may be made available under any scheme by constructing many apartments etc. or to dispose off the F.S.I. or land to any person or persons of its choice or to enjoy the benefits of T.D.R. scheme or any other scheme. The Purchaser/Allottee hereby undertakes, agree and understand that in case of any increase in the F.S.I. or use of land by the Developer/promoter, the undivided variable proportionate share and interest in the said piece of land of the Purchaser/Allottee, shall stand reduced in accordance with the increase in F.S.I. or use of the land.

20.18 The Purchaser/Allottee know and agree that the Vendor & the Developer/promoter shall have a right to allow display Hoardings/Neon-signs on the top terrace of the complex for advertisement or use any portion of terrace for installation of any machinery, equipment's for telecommunication, ATM, mobile phone services etc. to which the Purchaser/Allottee shall have no objection for such display. The electrical supply of this display shall be from common meter to be installed for the complex, however, electricity consumption charges for that purpose shall be borne and paid by the user/s. The Purchaser/Allottee shall not have any rights in top most open terrace.

20.19 It is understood by the Purchaser/Allottee that the work of construction is heterogeneous in nature comprising of R.C.C. and Bricks work, therefore, any short coming inherent to the heterogeneous nature of construction like those due to unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the Purchaser/Allottee that on account of practical constraints there may be some variations on either side in dimension shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the Purchaser/Allottee for such variations.

20.20 It is understood and agreed by the Purchaser/Allottee that due to heterogeneous nature of construction and construction joints between masonry and concrete or any such other joint, seepage of water is likely to occur and this will not be treated as any defect in construction. The cost of any specialized treatment for water proofing or stopping such leakage and seepage will be borne and paid by the Purchaser/Allottee separately. It is also understood and agreed by the Purchaser/Allottee that plastered masonry and concrete are not water proof in nature and there is a chance of leakage seepage through them if exposed to rain water or any wet condition and will not be treated as defect and no compensation shall be given to Purchaser/Allottee for such happenings.

20.21 It is also well within the knowledge of the Purchaser/Allottee that heir cracks in the construction work is a very common feature caused due to specified kind of soil, as such the Purchaser/Allottee understand, agree that any hair crack in the apartment shall not be treated or considered as any defect and the Vendor & the Developer/promoter shall not be held responsible for any such common or regular things.

20.22 The Purchaser/Allottee understand and agree that the subject to reservation of open space/terrace, or any reservation made otherwise by the Developer/promoter, the staircase/s, stairways, lift, passages, land, main gates, pump with electrical motor and all other equipments, machinery, assets facilities etc. for common use are and shall always be the commonly hold and used properties for the use and beneficial enjoyment of all the owners/occupants in the said building including the Purchaser/Allottee subject to further reservations if any, made by the Developer/promoter and no owner/occupant of any Apartment including the Purchaser/Allottee shall be entitled to the exclusive use of any part or portion of the same and no person including the Purchaser/Allottee shall be entitled to the personal exclusive use or enjoyment of any particular land, machinery, lift,

equipments, assets, machinery etc. which is for common use or enjoyment for the benefit of all the owner/s of the said building.

20.23 The Purchaser/Allottee understand and agree that besides the reservation of open space/terrace, the Vendor & the Developer/promoter shall be free and at liberty to allow any particular Apartment Purchaser/Allottee to use the open space or the terrace to which the Purchaser/Allottee shall have no objection or claim of any kind whatsoever.

20.24 During the subsistence of this agreement, the Purchaser/Allottee shall not be entitled to transfer his any rights or interest in the said property or to otherwise alienate with the same in any manner whatsoever without prior written permission of the Vendor & the Developer/promoter for which the Developer/promoter reserves rights and may allow subject to transfer fee and such other terms as may be deemed fit and agree to execute the sale deed in the name of any nominee/s of the Purchaser/Allottee as the Purchaser/Allottee may request.

20.25 The Purchaser/Allottee know and agree that in case any extra work as per statutory requirements or for more safety of the building or for making the complex luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne proportionately by the Purchaser/Allottee along with the other Purchaser/Allottee in the said complex and if any extra construction amenities or facilities are required and demanded by any particular Purchaser/Allottee for his own premises, other than that as provided under this agreement, the cost thereof shall be borne and paid by the Purchaser/Allottee individually in addition to the consideration agreed as above.

20.26 The Purchaser/Allottee understand and agree that all required deeds and documents shall be got prepared by the Vendor & the Developer/promoter to which the Purchaser/Allottee shall have no objection. However, all kinds of expenses for the purpose of execution and registration of sale deed or other deeds or documents shall be born and paid by the Purchaser/Allottee. The

Purchaser/Allottee further understand, agree and undertake that the Vendor & the Developer/promoter shall be fully entitled, free & at liberty to incorporate in the sale deed such other terms, restrictions or conditions as may be deemed fit or proper, but not included in this agreement, to regulate the use & enjoyment of the common rights, facilities, amenities etc., to which the Purchaser/Allottee shall have no claims or objection and agree upon any such conditions.

20.27 The Purchaser/Allottee understand that this sale transaction and consideration amount is relating to carpet area of the Apartment under sale and the other annexed areas mentioned are only for the purpose of calculation of rights in common areas, services, etc., which includes internal dimensions of all rooms, kitchen, drawing, dining, bath, W.C., internal passages, exclusive space, balcony area, parking as well as share in common areas, services, parking etc. and the consideration amount is settled for whole Apartment under sale considering the carpet area and has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annual this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto.

20.28 The Purchaser/Allottee understand and agree that the Developer/promoter shall not be liable or responsible to bear or pay any charges, expenses relating to the sale transaction with the Purchaser/Allottee on any account what so ever and in case the Purchaser/Allottee is required to bear or pay any charges or expenses due to any legal requirement or other compulsions, the Purchaser/Allottee shall indemnify, compensate and reimburse the Vendor & the Developer/promoter against any or all such charges, expenses etc.

20.29 The Purchaser/Allottee understand & agree that upon his specific undertaking and agreeing to comply with all terms & conditions of this agreement the Vendor & the Developer/promoter has agreed to allot/sell the Apartment in favour of the Purchaser/Allottee otherwise, the Vendor & the Developer/promoter would have not entered this agreement.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer/promoter. The Vendor & the Developer/promoter shall be free and at liberty to reserves or restrict such rights with him exclusively with respect to utilization of open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, or other common areas or amenities or facilities of the said property/land.

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

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /ALLOTTEE /SUBSEQUENT PURCHASER/ ALLOTTEES: 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 Said property/land shall equally be applicable to and enforceable

against any subsequent Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in Said property/land, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Said property/land.

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

28. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Vendor & the Developer/promoter through its authorized signatory at the Vendor & the Developer/promoter's Office, or at some other place, which may be mutually agreed between the Vendor & the

Developer/promoter and the Purchaser/Allottee, after the Agreement is duly executed by the Purchaser/Allottee and the Vendor & the Developer/promoter 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 Sub- Registrar, Nagpur City, Nagpur. The Purchaser/Allottee and/or Developer/promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the parties concerned will attend such office and admit execution thereof.

29. That all notices to be served on the Purchaser/Allottee and the Vendor & the Developer/promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Developer/promoter by Registered Post A.D and notified Email ID at their respective addresses specified above, however, it shall be the duty of the Purchaser/Allottee and the developer/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 Vendor & the Developer/promoter or the Purchaser/Allottee, as the case may be.

30. JOINT PURCHASER/ALLOTTEES: That in case there are Joint Purchaser/Allottees all communications shall be sent by the Vendor & the Developer/promoter to either of the Purchaser/Allottee/s and at his/her address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottees.

31. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee.

32. 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 Competent Concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder as far as the dispute is within the jurisdiction of that authority.

33. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the concerned courts will have the jurisdiction for this Agreement.

SCHEDULE 'A'

PLOT/PROPERTY REFERRED ABOVE:-

ALL THAT piece and parcel of land bearing Plot No. 48, admeasuring about 465.1 sq.mtrs. (5006.33 Sq. Feet) Out of Khasara No. 156, P.H. No. 10, Ward No. 22, City Survey No. 1181, Sheet No. (395)60 in Mouza : Binaki, Mudliar Layout, Shantinagar, Nagpur, which is bounded as under:

ON THE EAST	:	Lane and thereafter plot No.
ON THE WEST	:	18. 00 Mtrs. Wide Road
ON THE NORTH	:	9.00 Mtrs. Wide road
ON THE SOUTH	:	Plot No. 48-A

SCHEDULE 'B'

APARTMENT REFERRED ABOVE:-

ALL THAT R.C.C. SUPER STRUCTURE consisting **Apartment No. ___ containing by admeasurements _____ Sq. Mtrs Super Built Up area at _____ Floor** of the building known as **"Savitri Enclave"** on the piece and parcel of land as described in the above Schedule 'A', with rights to hold appropriate _____**% undivided variable proportionate share and interest** in the said piece and parcel of land.

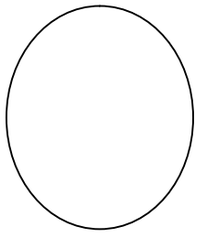
IN WITNESSES WHEREOF, the parties hereto have set their respective hands, executed and signed the present **AGREEMENT FOR SALE OF APARTMENT** at Nagpur on the

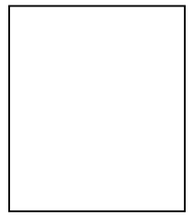
day, month and year first above mentioned in the presence of following attesting witnesses and signing as such.

Drafted by:

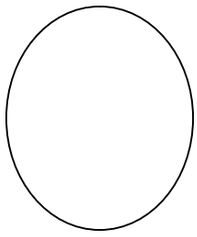
KRISHNA S/O. DEVRAJ MUDLIAR,
RAJENDRA S/O. NITYANAND MUDLIAR
SANJAY S/O. NITYANAND MUDLIAR,
THROUGH THEIR DULY CONSTITUTED
POWER OF ATTORNEY HOLDER

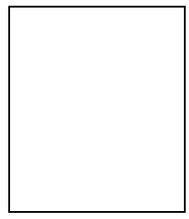
SHREE SHIVANAND REALITIES
THROUGH ITS PARTNERS



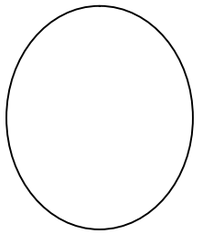


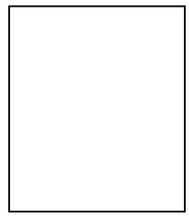
VIKRAM S/O SURESHSINGH CHAUHAN,



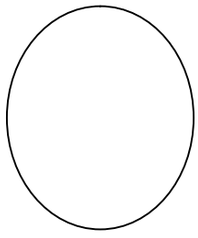


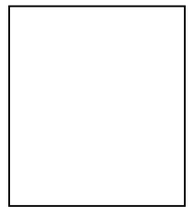
PANKAJ S/O. SHAMBHUNATH YADAV





KAPIL S/O. RAJENDRA GUPTA
{THE VENDORS}

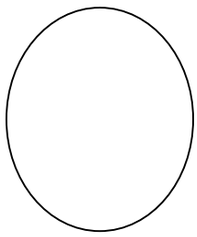


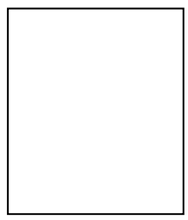


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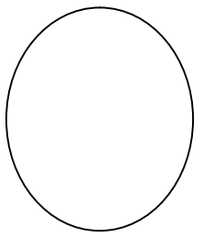
{THE PURCHASER/ ALLOTTEE}

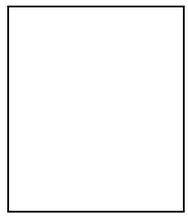
SHREE SHIVANAND REALITIES
THROUGH ITS PARTNERS



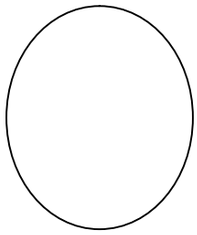


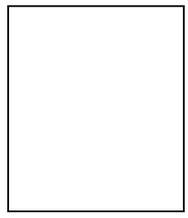
VIKRAM S/O SURESHSINGH CHAUHAN,





PANKAJ S/O. SHAMBHUNATH YADAV





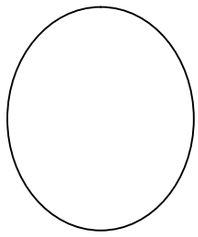
KAPIL S/O. RAJENDRA GUPTA
{THE DEVELOPER/ PROMOTER}

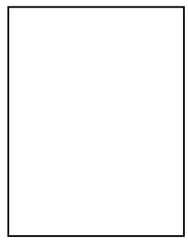
WITNESSES:

1.

_____

_____





2.

_____

_____

