

AGREEMENT TO SELL FOR Rs. _____ /- ONLY

(RUPEES _____ ONLY)

MARKET VALUE Rs. _____ /- ONLY

Item No. _____ Page No. _____ @ Rs. _____/- per Sq. Mtrs.

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this ____ Day of JANUARY, 2022 BETWEEN : **M/s. NANI'S BUILDCON PRIVATE LIMITED**, A Company duly Incorporated under the Companies Act, 1956, having its Office at J-13, Ground Floor, West High Court Road, Between Aathrasta to Laxmi Nagar Square, Laxminagar, Nagpur-440 022 (M.S.) India, Corporate Identification Number is (CIN) U45200MH2006PTC160105, (Income Tax PAN - AACCN2749Q) and acting through its Authorized Director **MR. YASHWANT S/o AJABRAO KHODKE**, Aged about 55 Years, Occupation - Business, (Aadhar No. 8123 0650 0039) (Mobile No. 9422104290) DIN 00487402 Resident of Plot No. 7, Vikas Nagar, Nagpur, Pin Code No. 440 015, Tahsil and District - NAGPUR, hereinafter called the **Vendor/Developer/Promoter**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **COMPANY** and its **DIRECTORS**, as well as, its legal representatives, liquidators, executors, administrators, successors and assigns of the ONE PART.

AND

_____, Aged about _____ Years, (Income Tax PAN - _____), (Adhar Unique Identity No. _____) (Mobile No. _____) Resident of _____, hereinafter called the **PURCHASER(S)**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER(S)**, as well as her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

Plot No. 145 and 146

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalaprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot Nos. 47 and 48, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mr. Prateek Vishwanath Rai, by a Sale Deed Dated 19/01/1995, which is duly registered in the Office of the Sub Registrar, Nagpur No. 4 in Addl. Book No. A1 Volume No. 1038 on Pages 197 to 198 at Sr. No. 611 (P) on 06/02/1995 on payment of requisite Stamp Duty and Registration Fees payable thereon and the same is mutated in his name in all relevant records; AND

WHEREAS due to revision of the said layout, the Plot Number and the dimensions and Boundaries of the aforesaid Plots are changed and The Swagat Co-operative Housing Society Limited, Nagpur lateron executed Correction Deed on 17-12-2005 in favour of Mr. Prateek Vishwanath Rai, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 4439 on 17-12-2005 and further Correction Deed dated 28-12-2005, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 4713 on 28-12-2005 and Additional Stamp Duty is paid and Thereafter corrected & amended the **Plot Number 145 and 146 total admeasurements 600 Sq. Mtrs.**, dimension and its boundaries and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS the aforesaid Plot Nos. 145 and 146 are covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot Nos. 145 and 146 are also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)1900U/L/12363/567 Dated 11/03/2011 in Case No. 200307122386 and Layout No. 1900/W/Son/545 in favour of Mr. Prateek Vishwanath Rai; AND

WHEREAS as per the aforesaid Regularization Letter Dated 11/03/2011 the area of the said Plot Nos. 145 and 146 are shown and declared as 600 Sq. Mtrs. In the like manner the aforesaid Plot Nos. 145 and 146 are converted for Non Agricultural

(Residential) Use by the Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5606/NAP-34/2012-13 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mr. Prateek Vishwanath Rai lateron transferred/sold his aforesaid property comprising Plot Nos. 145 and 146, containing by admeasurements 600 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mr. Mukesh Nirmalkumar Jain, by a Sale Deed Dated 29.10.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8645/2021 on 29.10.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

WHEREAS the aforesaid Mr. Mukesh Nirmalkumar Jain lateron transferred/sold his aforesaid property comprising Plot Nos. 145 and 146, containing by admeasurements 600.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 29.10.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8646/2021 on 29.10.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 147

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalaprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 46, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mrs. Geeta Sunil Pedgaonkar, by a Sale Deed Dated 17-08-1993, which is duly registered in the Office of the Sub Registrar, Nagpur No. 11 in Addl. Book No. A1 Volume No. 733 on Pages 87 to 88 at Sr. No. 4623 (P) on 20/08/1993 on payment of requisite Stamp Duty and Registration Fees payable thereon and the same is mutated in his name in all relevant records; AND

WHEREAS due to revision of the said layout, the Plot Number and the dimensions and Boundaries of the aforesaid Plots are changed and The Swagat Co-operative Housing Society Limited, Nagpur lateron executed Correction Deed on 17-12-2005 in favour of Mrs. Geeta Sunil Pedgaonkar, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 4434 on 17-12-2005 and further Correction Deed dated 28-12-2005, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 4714 on 28-12-2005 & Additional Stamp Duty is paid and thereafter corrected & amended the **Plot Number 147 total admeasurements 300 Sq. Mtrs.**, dimension and its boundaries and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid Plot No. 147 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 147 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)/1900(U/L)/18533/969 Dated 02/12/2010 in Case No. 200303082763 and Layout No. 1900/W/Son/545 in favour of Mrs. Geeta Sunil Pedgaonkar; AND

WHEREAS as per the aforesaid Regularization Letter Dated 02/12/2010 the area of the said Plot No. 147 is shown and declared as 300 Sq. Mtrs. In the like manner the aforesaid Plot No. 147 is converted for Non Agricultural (Residential) Use by the Upper Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5604/NAP-34/2012-13 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mrs. Geeta Sunil Pedgaonkar lateron transferred/sold her aforesaid property comprising Plot No. 147, containing by admeasurements 300.00

Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 28.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 10532/2021 on 28.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 148

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 44, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mr. Shoeb Sirajuddin Khan, by a Sale Deed Dated 15-11-1994, which is duly registered in the Office of the Sub Registrar, Nagpur No. 11 in Addl. Book No. A1 Volume No. 991 on Pages 80 to 81 at Sr. No. 8800 (P) on 08/12/1994 on payment of requisite Stamp Duty and Registration Fees payable thereon and the same is mutated in his name in all relevant records; AND

WHEREAS due to revision of the said layout, the Plot Number and the dimensions and Boundaries of the aforesaid Plots are changed and The Swagat Co-operative Housing Society Limited, Nagpur lateron executed Correction Deed on 07-07-2006 in favour of Mr. Shoeb Sirajuddin Khan, which is duly registered in the Office of

the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 3330 on 07-07-2006 and thereafter corrected & amended the **Plot Number 148 total admeasurements 300 Sq. Mtrs.**, dimension and its boundaries and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid Plot No. 148 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 148 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)114 Dated 23/02/2016 in Case No. 200512166 and Layout No. 1900/W/Son/545 in favour of Mr. Shoeb Sirajuddin Khan; AND

WHEREAS as per the aforesaid Regularization Letter Dated 23/02/2016 the area of the said Plot No. 148 is shown and declared as 300 Sq. Mtrs. In the like manner the aforesaid Plot No. 148 is converted for Non Agricultural (Residential) Use by the Upper Tahsildar, Nagpur vide his Order Dated 19/05/2017 passed in Revenue Case No. 4573/NAP-34/2016-17 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mr. Shoeb Sirajuddin Khan lateron transferred/sold his aforesaid property comprising Plot No. 148, containing by admeasurements 300.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 23.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 10370/2021 on 23.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 159

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS by an Agreement to Sell Dated 20/10/1999 the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur had agreed to sell Plot No. 159 out of its aforesaid layout to one of its share holder member namely Mrs. Namita Rajendra Awasthi upon the several terms and conditions contained therein. The said Agreement further impounded by the Collector of Stamps, Nagpur vide EVN Case No. 465/05 on 19/08/2005 and the said Mrs. Namita Rajendra Awasthi paid the requisite Stamp Duty of Rs. 2,430/- and Penalty of Rs. 3,410/- vide Challan No. 30120 Dated 01/08/2005 and thereby regularized the said instrument; AND

WHEREAS on the basis of the aforesaid Agreement Dated 20/10/1999, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 159, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mrs. Namita Rajendra Awasthi, by a Sale Deed Dated 23/12/2005, which is duly registered in the Office of the Sub Registrar, Nagpur No. 4 in Book No. 1 at Sr. No. 4626 on 23/12/2005 and the same is also accordingly mutated in her name in all relevant records; AND

WHEREAS the aforesaid Plot No. 159 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 159 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)1900(U/L)/18579/501, Dated 07/03/2011, Case No. 200303082744 and Layout No. 1900/W/Son/545 in favour of Mrs. Namita Rajendra Awasthi; AND

WHEREAS as per the aforesaid Regularization Letter Dated 07/03/2011 the area of the said Plot No. 159 is shown and declared as 450.00 Sq. Mtrs. In the like manner the aforesaid Plot No. 159 is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5590/NAP-34/2012-13 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mrs. Namita Rajendra Awasthi lateron transferred/sold her aforesaid property comprising Plot No. 159, containing by admeasurements 450.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 07.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 9831/2021 on 07.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 160

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalaprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS by an Agreement to Sell Dated 20/10/1999 the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur had agreed to sell Plot No. 160 out of its aforesaid layout to one of its share holder member namely Mrs. Namita Rajendra Awasthi upon the several terms and conditions contained therein. The said Agreement further impounded by the Collector of Stamps, Nagpur vide EVN Case No. 464/05 on 19/08/2005 and the said Mrs. Namita Rajendra Awasthi paid the requisite Stamp Duty of Rs. 2,430/- and Penalty of Rs. 3,410/- vide Challan No. 27129 Dated 29/07/2005 and thereby regularized the said instrument; AND

WHEREAS on the basis of the aforesaid Agreement Dated 20/10/1999, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 160, being a portion of the entire land bearing

Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mrs. Namita Rajendra Awasthi, by a Sale Deed Dated 23/12/2005, which is duly registered in the Office of the Sub Registrar, Nagpur No. 4 in Book No. 1 at Sr. No. 4624 on 23/12/2005 and the same is also accordingly mutated in her name in all relevant records; AND

WHEREAS the aforesaid Plot No. 160 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 160 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)1900U/L/11244/348, Dated 26/02/2011, Case No. 200303082742 and Layout No. 1900/W/Son/545 in favour of Mrs. Namita Rajendra Awasthi; AND

WHEREAS as per the aforesaid Regularization Letter Dated 26/02/2011 the area of the said Plot No. 160 is shown and declared as 450.00 Sq. Mtrs. In the like manner the aforesaid Plot No. 160 is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5591/NAP-34/2012-13 of Mouza - Sonegaon; AND

WHEREAS the aforesaid Mrs. Namita Rajendra Awasthi lateron transferred/sold his aforesaid property comprising Plot No. 160, containing by admeasurements 450.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 07.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 9832/2021 on 07.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 161

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalaprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur

by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS by an Agreement to Sell Dated 20/10/1999 the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur had agreed to sell Plot No. 161 out of its aforesaid layout to one of its share holder member namely Mr. Rajendra Kamalprasad Awasthi upon the several terms and conditions contained therein. The said Agreement further impounded by the Collector of Stamps, Nagpur vide EVN Case No. 459/05 on 19/08/2005 and the said Mr. Rajendra Kamalprasad Awasthi paid the requisite Stamp Duty of Rs. 2,430/- and Penalty of Rs. 3,410/- vide Challan No. 30131 Dated 19/07/2005 and thereby regularized the said instrument; AND

WHEREAS on the basis of the aforesaid Agreement Dated 20/10/1999, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 161, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mr. Rajendra Kamalprasad Awasthi, by a Sale Deed Dated 21/12/2005, which is duly registered in the Office of the Sub Registrar, Nagpur No. 4 in Book No. 1 at Sr. No. 4538 on 21/12/2005 and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS the aforesaid Plot No. 161 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 161 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)1900U/L/12354/1527, Dated 24/08/2009, Case No. 200303082739 and Layout No. 1900/W/Son/545 in favour of Mr. Rajendra Kamalprasad Awasthi; AND

WHEREAS as per the aforesaid Regularization Letter Dated 24/08/2009 the area of the said Plot No. 161 is shown and declared as 450.00 Sq. Mtrs. In the like

manner the aforesaid Plot No. 161 is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5596/NAP-34/2012-13 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mr. Rajendra Kamalprasad Awasthi lateron transferred/sold his aforesaid property comprising Plot No. 161, containing by admeasurements 450.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 07.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 9833/2021 on 07.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

Plot No. 162

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 9/2 having an area of 10.00 Acres, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated at Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR, Originally belonged to Shri Kamalprasad Keshavprasad Awasthi, who lateron transferred/sold the same by way of sale to The Swagat Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 23/04/1993, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-11 in Addl. Book No. I, Volume No. 690 on Pages 34 & 35 at Sr. No. 2156(P) on even date and the same is mutated in his name in all relevant records; AND

WHEREAS the aforesaid land is converted for Non Agricultural (Residential) use by the Tahsildar, Nagpur vide his Order Dated 17/05/1996 passed in Revenue Case No. 12/NAP-36/95-96 of Mouza – Sonegaon; AND

WHEREAS the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur lateron prepared a layout of the aforesaid Kh. No. 9/2 by carting out various Plots of different sizes therein for the allotments to its share holder members; AND

WHEREAS by an Agreement to Sell Dated 20/10/1999 the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur had agreed to sell Plot No. 162 out of its aforesaid layout to one of its share holder member namely Mr. Rajendra Kamalprasad Awasthi upon the several terms and conditions contained therein. The said Agreement further impounded by the Collector of Stamps, Nagpur vide EVN Case No. 458/05 on 30/07/2005 and the said Mr. Rajendra Kamalprasad Awasthi paid the requisite Stamp Duty of Rs. 2,430/- and Penalty of Rs. 3,410/- vide Challan No. 30130 Dated 19/07/2005 and thereby regularized the said instrument; AND

WHEREAS on the basis of the aforesaid Agreement Dated 20/10/1999, the aforesaid The Swagat Co-operative Housing Society Limited, Nagpur further transferred/sold the aforesaid Plot No. 162, being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to Mr. Rajendra Kamalprasad Awasthi, by a Sale Deed Dated 21/12/2005, which is duly registered in the Office of the Sub Registrar, Nagpur No. 4 in Book No. 1 at Sr. No. 4541 on 21/12/2005 and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS the aforesaid Plot No. 162 is covered under the Scheme 1900 layout of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS the aforesaid Plot No. 162 is also regularized by the Nagpur Improvement Trust under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly the Building Engineer (W), Nagpur Improvement Trust, Nagpur has issued a Regularization Letter to that effect vide its Permit No. BE(W)1900U/L/12361/1531, Dated 24/08/2009, Case No. 200303082737 and Layout No. 1900/W/Son/545 in favour of Mr. Rajendra Kamalprasad Awasthi; AND

WHEREAS as per the aforesaid Regularization Letter Dated 24/08/2009 the area of the said Plot No. 162 is shown and declared as 450.00 Sq. Mtrs. In the like manner the aforesaid Plot No. 162 is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide his Order Dated 07/05/2013 passed in Revenue Case No. 5597/NAP-34/2012-13 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Mr. Rajendra Kamalprasad Awasthi later on transferred/sold his aforesaid property comprising Plot No. 162, containing by admeasurements 450.00 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 9/2, of Mouza - SONEGAON, P.S.K. 44, bearing City Survey No. 24 and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR by way of sale to M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, by a Sale Deed Dated 07.12.2021, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 9834/2021 on 07.12.2021 on payment of requisite Stamp Duty and Registration Fees payable thereon; AND

WHEREAS as a result therefore the aforesaid M/s Nani's Buildcon Private Limited acting through its Director Mr. Yashwant Ajabrao Khodke, the Vendor/Developer/Promoter named hereinabove has now become an exclusive absolute and full Owner of the aforesaid properties bearing Plot Nos. 145, 146, 147,

148, 159, 160, 161 and 162 containing by admeasurements 600.00 Sq. Mtrs., 300.00 Sq. Mtrs., 300.00 Sq. Mtrs., 450.00 Sq. Mtrs., 450.00 Sq. Mtrs., 450.00 Sq. Mtrs. and 450.00 Sq. Mtrs. with heritable and transferable rights therein; AND

WHEREAS the aforesaid Plot Nos. 145, 146, 147, 148, 159, 160, 161 and 162 lateron Amalgamated by the Nagpur Municipal Corporation, Nagpur in single Plot and accordingly an Amalgamation Letter to that effect is also issued by the Deputy Engineer, Nagpur Municipal Corporation, Nagpur vide its Letter No. lgk,d lapkyd uxj jpuk,d=hdj.k/168 Dated 05-03-2021. As per the said Amalgamation Letter Dated 05-03-2021, the Plot Number mentioned as 145-146-147-148-159-160-161-162 containing by admeasurements 3000.00 Sq. Mtrs.; AND

WHEREAS the Vendor/Developer/Promoter named hereinabove lateron decided to develop the aforesaid amalgamated Plot No. 145-146-147-148-159-160-161-162 into a Residential Estate by constructing 1 (ONE) Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, accordingly it has prepared a Plan of a Multistoreyed Building proposed to be constructed on the said amalgamated Plot No. 145-146-147-148-159-160-161-162 and the said Multistoreyed Building to be known and styled as “**VEDANT BERYL**” and the same is also duly sanctioned and approved by the Deputy Engineer, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. ADTP (Laxmi Nagar Zone) AB-W-SON-145/Tracking No. 2021030917/1240 Dated 26-03-2021; AND

WHEREAS, the Vendor/Developer/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 Vendor/Developer/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; authenticated copy is attached herewith; AND

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

WHEREAS the Vendor/Developer/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed on the project land and to enter into Agreement/s with the Purchaser(s) of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS on demand from the Purchaser(s), the Vendor/Developer/Promoter has given inspection to the Purchaser(s) of all the documents of title relating to the

project land and the plans, designs and specifications prepared by the Vendor/Developer/Promoter's Architects M/S Emanate Design 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 authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Developer/Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Vendor/Developer/Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto; AND

WHEREAS the authenticated copies of plans of the Building Plans as proposed by the Vendor/Developer/Promoter and according to which the construction of the building is proposed to be provided for on said project have been annexed hereto; AND

WHEREAS the authenticated copies of the Floor plan of the Apartment agreed to be purchased by the Purchaser(s), as sanctioned and approved by the local authority have been annexed hereto; AND

WHEREAS the Vendor/Developer/Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building; AND

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/Developer/Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority; AND

WHEREAS the Vendor/Developer/Promoter has accordingly commenced construction of the said building/s in accordance with said proposed plans; AND

WHEREAS the Purchaser(s) has applied to the Vendor/Developer/Promoter for allotment of Apartment No. _____ (___ BHK) on _____ FLOOR situated in the said building named as VEDANT BERYL, being constructed on the land of the said Project; AND

WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser(s) or

veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser(s), 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 of these presents the Purchaser(s) has paid to the Vendor/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/Developer/Promoter to the Purchaser(s) as advance payment or Application Fee (the payment and receipt whereof the Vendor/Developer/Promoter hereby admit and acknowledge) and the Allottee / Purchaser has/have agreed to pay to the Vendor/Developer/Promoter the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, under section 13 of the said Act the Vendor/Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908; AND

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

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

1. The Vendor/Developer/Promoter shall construct the building consisting of Residential Units on the piece and parcel of land described above known and styled as VEDANT BERYL, consisting of Ground Floor and Seven Upper Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.1 The Purchaser(s) hereby agrees to purchase from the Vendor/Developer/Promoter and the Vendor/Developer/Promoter hereby agrees to sell

to the Purchaser(s) Apartment No. _____ (____ BHK) having carpet area admeasuring _____ Sq. Metres on _____ FLOOR in the building VEDANT BERYL, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and for the consideration of Rs. _____/- (Rs. _____ Only) including the proportionate price of 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 Schedule "B".

1.2 The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment or application fee and hereby agrees to pay to that Vendor/Developer/Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of execution of this Agreement.
Rs	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.
Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor/Developer/Promoter within 7 days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
Rs.	/-	(Rupees _____ Only) agreed to be paid by the Purchaser(s) to the

Vendor/Developer/Promoter within 7 days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

Rs. /- (RUPEES _____ ONLY)

1.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Developer/Promoter by way of Value Added Tax, Service Tax/GST, Cess and Insurance premium towards title of property and Building or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Developer/Promoter) up to the date of handing over the possession of the Apartment.

1.4 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 Vendor/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/Developer/Promoter shall enclose the said notification/order/rule/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.

1.5 THAT, the Developer/ Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall

refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(1) of this Agreement.

1.6 The Purchaser(s) authorizes the Vendor/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 Vendor/Developer/Promoter may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Vendor/Developer/Promoter to adjust his payments in any manner.

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

2.2 Time is essence of a contract, both for the Vendor/Developer/Promoter as well as the Purchaser(s). The Vendor/Developer/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s) and the common areas to the association of the Purchaser(s)s after receiving the occupancy certificate, as the case may be.

Similarly, the Purchaser(s) shall make timely payment of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Developer/Promoter as provided in clause 1.2 herein above. ("Payment Plan").

2.3 One time deposit of Rs. 1,50,000/- for each of the Apartments shall be paid by the Purchaser/s towards Maintenance Corpus Fund to the Vendor/Developer/Promoter at the time of execution of the Sale Deed or at the time of handing over possession, whichever is earlier, for which a separate receipt shall be issued to the Purchaser/s and the same shall not be assumed to be part of the Sale Consideration. The Vendor/Developer/Promoter shall hand over the balance Maintenance Corpus Fund at the time of handing over of the Building to the Apartment Owners Association alongwith the relevant Books of Accounts towards the expenditures made from the Maintenance Corpus Fund. Corpus to be exhausted or used for maintenance purpose by the Vendor/Developer/Promoter till handing over of the maintenance and corpus collected to the Society. Statement of expenses shall be maintained by the Vendor/Developer/Promoter based on the carpet area of the apartment sold.

3.1 The Vendor/Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The Vendor/Developer/Promoter has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and Purchaser(s) has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Developer/Promoter only.

3.2. The present building is a Residential building and it is specifically agreed by the Purchaser/s of the present apartment that she/he shall not use the same for Commercial purpose.

3.3. The Purchaser/s of the present apartment shall be entitled for 1 (ONE) Car Parking areas on the Ground Floor of the building. It is further agreed by the Purchaser/s that neither they nor their guests shall use the covered parking areas exclusively allotted to the other Apartment Owners. The Purchaser/s shall not alter the numbers that are fixed atop each parking areas and shall ensure that the parking space is not used for storage of any construction material, household materials, waste material etc., except for parking their cars. Even if the Purchaser/s do not possess a car or is possessing only one car, even in such circumstances, the Purchaser/s shall not use the empty parking space for storage of any construction material, household materials, waste material etc.

3.4. The Purchaser/s shall not erect any permanent or temporary tents for parties or any social functions or gatherings as the same may not be suitable structurally and the building/apartment may suffer structural damages. Any such damage to the building or apartment shall be the sole responsibility of the Purchaser/s and the Purchaser/s shall bear all the cost and consequence of such damage and its repairs.

3.5. All costs towards operation, repair and maintenance of power generators, overhead water tanks, water supply pipes, common electricity bills, common water bills, consumables for generators, annual maintenance charges (AMC) towards lifts, security cameras and accessories, salaries and bonus of staff, fire NOC charges, as may be applicable, shall be borne under the Corpus collected from the Purchaser/s.

3.6. The Purchaser/s shall not install split or window air conditioners without consulting the Vendor/Developer/Promoter or their representatives as the same involves breaking of walls and placing heavy equipment. Since the building is designed in a manner to accommodate the external unit of a split air conditioner / air coolers at a particular place, the Purchaser/s shall consult the Vendor/Developer/Promoter or their

representatives while installing the air conditioning units / air coolers in their apartment/s and also shall not tamper or change the water drain pipes of air conditioning units as the same has already been provided by Vendor/Developer/Promoter as a pre-installed facility and any tampering or change in the water drain pipes of air conditioning units may result in leakage / seepage of water that can cause nuisance and disturbance to any neighbouring apartments.

4.1. If the Vendor/Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s), the Vendor/Developer/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 Vendor/Developer/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser(s) to the Vendor/Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer/Promoter.

4.2. Without prejudice to the right of Vendor/Developer/Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Vendor/Developer/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 instalments, the Vendor/Developer/Promoter shall at his own option, may terminate this Agreement:

Provided that, Vendor/Developer/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 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 mentioned by the Vendor/Developer/Promoter within the period of notice then at the end of such notice period, Vendor/Developer/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer/Promoter shall refund to the Purchaser, subject to deduction of 20% amount of Sale Consideration plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor/Developer/Promoter.

5. The Vendor/Developer/Promoter shall give possession of the Apartment to the Purchaser(s) on or before 31/12/2025. If the Vendor/Developer/Promoter fails or neglects to give possession of the Apartment to the Purchaser(s) on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Developer/Promoter shall be liable on demand to refund to the Purchaser(s) the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Developer/Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

6.1. Procedure for taking possession - The Vendor/Developer/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser(s) as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Vendor/Developer/Promoter shall give possession of the Apartment to the Purchaser(s). The Vendor/Developer/Promoter agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/Developer/Promoter. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter or association of Purchaser(s)s, as the case may be. The Vendor/Developer/Promoter on its behalf shall offer the possession to the Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Project.

6.2. The Purchaser(s) shall take possession of the Apartment within 15 days of the written notice from the Vendor/Developer/Promoter to the Purchaser(s) intimating that the said Apartments are ready for use and occupancy:

6.3. Failure of Purchaser(s) to take Possession of Apartment: Upon receiving a written intimation from the Vendor/Developer/Promoter as per clause 6.1, the Purchaser(s) shall take possession of the Apartment from the Vendor/Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer/Promoter shall give possession of the Apartment to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided in clause 6.2 such Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

6.4. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor/Developer/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Developer/Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor/Developer/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 Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor/Developer/Promoter shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are affected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly, if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor/Developer/Promoter shall not be liable for make good of the defect.

If any time, after execution of this Agreement, GST (Goods and Service Tax) etc. is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this Agreement any additional taxes/duty/charges/premium cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said

Apartment/Flat/Unit or this Agreement or the transaction herein, the same shall exclusively be paid/borne by the Purchaser. The Purchaser hereby always indemnifies the Vendor/Developer/Promoter from all such levies, cost of consequences. Provided that the Vendor/Developer/Promoter shall provide to the Purchaser the details of the taxes paid or demanded alongwith the acts/rule/notification together with dates from such taxes/levies etc. have been imposed or become effective.

7. The Purchaser(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

8. That the Vendor/Developer/Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and the Deed of Declaration Dated _____ u/s 2 of the said Act registered with Sub Registrar Nagpur - ____ in Book No. 1, at Registered Serial No. _____ Dated _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

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

8.2. 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 Multi-storeyed Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

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

pay to the Vendor/Developer/Promoter such proportionate share of outgoings as may be determined. The Purchaser(s) further agrees that till the Purchaser(s)'s share is so determined the Purchaser(s) shall pay to the Vendor/Developer/Promoter monthly contribution towards the outgoings. The amounts so paid by the Purchaser(s) to the Vendor/Developer/Promoter shall not carry any interest and remain with the Vendor/Developer/Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Association / society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor/Developer/Promoter to the Association / Society or the Limited Company, as the case may be.

9. The Purchaser(s) shall on or before delivery of possession of the said premises will pay to the Vendor/Developer/Promoter, the amount of Rs. 1,50,000/- for each Apartment towards the Maintenance Charges and the same shall be deposited in the Maintenance Corpus Fund.

10. The Purchaser(s) shall pay to the Vendor/Developer/Promoter a sum of all for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor/Developer/Promoter in connection with cost of preparing and engrossing the Agreement to Sell / conveyance.

11. At the time of registration of Agreement / Sale Deed / conveyance, the Purchaser(s) shall pay to the Vendor/Developer/Promoter, the amount of stamp duty and registration charges etc. payable therefor.

12. REPRESENTATIONS AND WARRANTIES OF THE Vendor and/or Vendor/Developer/Promoter :

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

(i) The Vendor/Developer/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;

(ii) The Vendor/Developer/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;

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

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

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

(vi) It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor's and Purchaser;

(vii) The Vendor/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 project to the competent Authorities till the date of completion of the said project.

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

(ix) The Vendor/Developer/Promoter confirm that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser(s)/s in the manner contemplated in this Agreement.

(x) The Vendor/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(s)/s created herein, may prejudicially be affected.

13. The Purchaser(s)/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Developer/Promoter as follows :-

(i) To maintain the Apartment at the Purchaser(s)'s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated

and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) 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(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

(iii) 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/Developer/Promoter to the Purchaser(s) 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(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.

(iv) 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/Developer/Promoter and/or the Association of the Apartment Owners.

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

(vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is

situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

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

(ix) To bear and pay increase in local taxes, water charges 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(s) for any purposes other than for purpose for which it is sold.

(x) 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 Apartment until all the dues payable by the Purchaser(s) to the Vendor/Developer/Promoter under this Agreement are fully paid up.

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

14. The Vendor/Developer/Promoter shall maintain a separate account in respect of sums received by the Vendor/Developer/Promoter from the Purchaser as advance or deposit, sums received on account of the maintenance corpus fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the

said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

17. The Vendor/Developer/Promoter shall handover all Warranty and Guarantee Certificates pertaining to Electrical / Bath / Door Locks / MCBs / ELCBs Fittings to the Purchaser/s and any claims towards the same shall be handled and claimed by the Purchaser/s directly from the said companies. The Vendor/Developer/Promoter shall only facilitate such claims with the Companies till the project is handed over to the Association / Society and not beyond that.

18. Vendor/Developer/Promoter SHALL NOT MORTGAGE OR CREATE A CHARGE After the Vendor/Developer/Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Apartment.

19. BINDING EFFECT

Forwarding this Agreement to the Purchaser(s) by the Vendor/Developer/Promoter does not create a binding obligation on the part of the Vendor/Developer/Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor/Developer/Promoter. If the Purchaser(s) fails to execute and deliver to the Vendor/Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer/Promoter, then the Vendor/Developer/Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection

therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT 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 Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. 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.

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

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

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer/Promoter through its authorized signatory at the Vendor / Developer/ Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/Developer/Promoter and the Purchaser(s), in after the Agreement is duly executed by the Purchaser(s) and the Vendor/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 Nagpur.

27. The Purchaser(s) and/or Vendor/Developer/Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Developer/Promoter will attend such office and admit execution thereof.

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

Name of Purchaser(s):

SHRI. _____,

Resident of Resident of _____

Notified Email ID: _____

Name of Vendor/Developer/Promoter:

M/s. NANI'S BUILDCON PRIVATE LIMITED Authorised Director

SHRI. YASHWANT AJABRAO KHODKE

Plot No. J/13, West High Court Road, 8 Rasta Square, Laxmi Nagar, Nagpur,

Notified Email ID: admin@nanisbuildcon.com

It shall be the duty of the Purchaser(s) and the Vendor/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/Developer/Promoter or the Purchaser(s), as the case may be.

29. JOINT ALLOTTEES

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

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser(s).

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 RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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.

SCHEDULE – “A” ABOVE REFERRED TO
Description of the Project land

ALL THAT Piece and Parcel of land bearing amalgamated **Plot No. 145-146-147-148-159-160-161-162** out of the layout of The Swagat Co-Operative Housing Society Limited, Nagpur, containing by total admeasurements **3000 Sq. Mtrs.** being a portion of the entire land bearing Khasra No. 9/2 of **Mouza – SONEGAON**, P.S.K. 44 and including all easementary rights appurtenant and belonging thereto, bearing Municipal Corporation House Nos. 3866/B/145+146, 3866/B/147, 3866/B/148, 3866/B/159, 3866/B/160, 3866/B/161 and 3866/B/162, **City Survey No. 24** and Sheet No. 257/4, situated in Swagat Society's Layout, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75, in Tahsil and District - NAGPUR and bounded as under as per amalgamation map:-

ON THE EAST - PLOT NOS. 144 & 163.
ON THE WEST - PLOT NOS. 149 & 158.
ON THE NORTH - 9.00 MTRS. WIDE ROAD.
ON THE SOUTH - 9.00 MTRS. WIDE ROAD.

SCHEDULE – “B” ABOVE REFERRED TO
Description of the Apartment
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ (**_____ BHK**) **covering a Carpet area of _____ Sq. Mtrs., on the _____ FLOOR alongwith Parking area of _____ Sq. Mtrs. of a Building to be known and styled as “VEDANT BERYL” proposed to be constructed on the aforesaid Plot of land TOGETHERWITH THE UNDIVIDED _____ PERCENT share and interest in amalgamated Plot No. 145-146-147-148-159-160-161-162.**

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

WITNESSES :-

FOR M/s. NANI’S BUILDCON PRIVATE LIMITED

(1) _____

(YASHWANT AJABRAO KHODKE)
Authorised Director
VENDOR/DEVELOPER/PROMOTER

(2) _____

(_____)
PURCHASER(S)