AGREEMENT TO SALE

FOR RS. ----------=00 ONLY

(RUPEES ---------- ONLY)

VALUATION AS PER ANNUAL STATEMENT OF

RATES (ASR) RS. ----------/- ONLY

STAMP DUTY : RS. ---------/- REG. CHARGES : RS. ----------/-

THIS AGREEMENT OF SALE is made and executed at Nagpur on this _____day of _____**, 2022** :: BETWEEN

1A) **SHRI SHIRISH S/o SHARAD PANDITRAO** (**PAN ABFPP6898M& AADHAR 2096 4718 2079**), aged about:- 54 years, Occ:- Service , Resident of Apartment No. 1, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla NAGPUR-440025.

1B) **SHRI SHRIKANT S/o SHARAD PANDITRAO** (**PAN AAZPP3336M & AADHAR 3980 0126 3254**), aged about:- 51 years, Occ:-Service, Resident of Apartment No. 1, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

2) **SHRI ARUN NARAYAN ATHAWALE**, (PAN **PAN AAWPA7768D & AADHAR 2594 6965 6011**), aged about:- 71 years, Occ:- Retired, Resident of Flat No. 2, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla NAGPUR-440025, Through POA for Admission **SHRI. YOGESH ARUN DESHMUKH (PAN AGAPD0814F & AADHAR 4429 6338 6267)**, aged about:- 45 years, Occ:- Service, Both Residents of Apartment No. 7, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

3) **SMT. MRUDULA W/o PRAMOD HEDAU(PAN AAEPH1381B & AADHAR 2061 8543 8655)**, aged about:- 63 years, Occ:- Housewife, Resident of Plot No. 341, Chanakya Apartment, P.T Mase Road, Laxmi Nagar, NAGPUR-440022.

4) **SHRI. VIVEK DATTATRAYA HIWARKHEDKAR(PANAAGPH3829Q & AADHAR 4107 9849 2607)**, aged about:- 62 years, Occ:- Service, Resident of Plot No.92Mandar Apartment Pande Lay Out Khamla, NAGPUR-440025.

5) **SHRI DEEPAK VITTHALRAO DETHE (PANAFDPD6665A & AADHAR 4010 7615 8275)** aged about:- 56 years, Occ:- Service, Resident of Apartment No. 5, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla, NAGPUR-440025 acting Through his Constituted Attorney **MRS. PADAMA W/o DEEPAK DETHE, (PAN AQRPD7243B & AADHAR 5946 7799 6221)** aged about:- 53 years, Occ:- Service, Resident of Apartment No. 5, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla, NAGPUR-440025

6) **SHRI DILIP RAMBHAU BARGE**, **(PAN ABCPB4741N & AADHAR 6573 2163 5665)**, aged about:- 70 years, Occ:- Retired, Resident of Apartment No. 6, “Mandar Apartment” Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

7A) **SMT. ANURADHA ARUN DESHMUKH** (**AADHAR 5202 1806 1546)**, aged about:- 71 years, Occ:- Housewife, AND

7B) **SHRI. YOGESH ARUN DESHMUKH (PAN AGAPD0814F & AADHAR 4429 6338 6267)**, aged about:- 45 years, Occ:- Service, Both Residents of Apartment No. 7, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

8A) **SMT. JAYA W/o CHANDRAKANT JALGAONKAR (PAN AODPJ3537J & AADHAR 2604 8082 6810)**, aged about:- 68 years, Occ:- Housewife, Resident of Apartment No. 8, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

8B) **SHRI. BHUPESH CHANDRAKANT JALGAONKAR(PAN AJKPJ4243M & AADHAR 8773 7584 8964)**, aged about:- 45 years, Occ:- Service, Resident of Apartment No. 13, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

9) **SHRI. PRALHAD WAMANRAO BHOSE(PAN ABAPB1555A & AADHAR 4427 0340 2446)**, aged about:- 68 years, Occ:- Retired, Resident of Apartment No. 9, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

10) **SHRI. ASHOK SHRIKRISHNA BHALERAO (PAN ABOPB4579Q & AADHAR 9409 5403 5960)**, aged about:- 73 years, Occ:- Retired, Resident of Apartment No. 10, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025 Through POA for Admission **SHRI. SUBHASH PRALHAD SHRUNGARKAR, (PAN ABWPS7509P & AADHAR 5531 2499 6708)** aged about:- 70 years, Occ:- Retired, Resident of Saikrupa, Somwar Bazaar Road, Sitabuldi, NAGPUR-440012.

11) **SHRI. SHRIPAD PANDURANG DESAI (PAN ABEPD1204A & AADHAR 8217 7998 1249)**, aged about:- 67 years, Occ:- Retired, Resident of Apartment No. 11, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

12) **SHRI. AMIT ASHOK POHARKAR (PAN AMJPP2206L & AADHAR 6112 5565 4374)**, aged about:- 39 years, Occ:- Service, Resident of Apartment No. 14, Vivek Apartments, Plot No. 132, Pande Layout, Khamla, NAGPUR-440025, Through POA **SHRI. SUMEET ASHOK POHARKAR (PAN BFYPP2661C & AADHAR 7964 1507 1144)**, aged about:- 34 years, Occ:- Service, Resident ofb Apartment No. 14, Vivek Apartments, Plot No. 132, Pande Layout, Khamla, NAGPUR-440025.

13) **SHRI. BHUPESH CHANDRAKANT JALGAONKAR (PAN AJKPJ4243M & AADHAR 8773 7584 8964)**, aged about:- 45 years, Occ:- Service, Resident of Apartment No. 13, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

14A) **SMT. MEENA Wd/O VANDANKUMAR SHAH (PAN BPOPS3589A & AADHAR 8478 0130 0750)**, aged about:- 66 years, Occ:- Housewife, AND

14B) **SHRI. PIYUSH S/o VANDANKUMAR SHAH(PAN BFMPS1836L & AADHAR 2522 0212 5128),** aged about 45 years, Occupation:- Service

14C) **SHRI. NIKHIL S/O VANDANKUMAR SHAH (PAN AVSPS5952J & AADHAR 2676 2912 0378),** aged about 41years, Occupation:- Service, Through POA for Admission **SMT. MEENA Wd/O VANDANKUMAR SHAH (PAN BPOPS3589A & AADHAR 8478 0130 0750)**, aged about:- 66 years, Occ:- Housewife, **ALL** Residents of Apartment No. 14, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025.

15) **SHRI. MOHAN WASUDEO SHUKLA(PAN AEPPS8609L & AADHAR 5121 5044 3549)**, aged about:- 71 years, Occ:- Retired, Resident of Apartment No. 15, "Mandar Apartment" Plot No. 92, Pande Layout, Khamla, NAGPUR-440025. (Hereinafter jointly called as the **VENDOR/PARTY NO. 1**) T**HROUGH THEIR CONSTITUTED ATTORNEYS**

M/S M &T BUILDCON, (PAN ABPFM1939C) A Partnership Firm having it's Office situated at 301, Sai Arpan, Plot No. 33, Sneh Nagar, NAGPUR-440025 and acting through it's Authorized partners

(1) **SHRI. TUSHAR VISHNU UMBARKAR (PAN- ABJPU7156M)** Aged about 41 years, Occu:- Business, R/o 401,Prem Sai IX, Sahakar Nagar, Nagpur-440025.(**AADHAR No. 9376 9037 8115**) AND

(2) **SHRI. MAHESH NAMDEORAO NAGMOTE (PAN- AFVPN3560N)** Aged about 45 years, Occu:- Business, R/o Plot No. 27, Old Subhedar Layout, Near Adarsh Vidhya Mandir, NAGPUR-440024. (**AADHAR No. 8523 4276 1845**)

Hereinafter called the VENDORS which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR/PARTY NO. 1** as well as his/her/ their respective legal heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART** :

A N D

SHRI. ---------- (**PAN ---------- AND AADHAR No. ----------**), aged about ----- Years, Occupation:- Business, Resident of ----------.

(Hereinafter called as APARTMENT PURCHASER/ PARTY NO. 2) which expression shall unless repugnant to the context or meaning thereof, always, mean and include the said APARTMENT PURCHASER/**PARTY NO. 2** as well as his respective heirs, legal representatives, executors, successors, administrator, and assigns of the **SECOND PART** :

A N D

M/S M&T BUILDCON, (PAN ABPFM1939C) A Partnership Firm having it's Office situated at 301, Sai Arpan, Plot No. 33, Sneh Nagar, NAGPUR-440025 and acting through it's Authorized partners

(3) **SHRI. TUSHAR VISHNU UMBARKAR (PAN- ABJPU7156M)** Aged about 41 years, Occu:- Business, R/o 401,Prem Sai IX, Sahakar Nagar, Nagpur-440025.(**AADHAR No. 9376 9037 8115**) AND

(4) **SHRI. MAHESH NAMDEORAO NAGMOTE (PAN- AFVPN3560N)** Aged about 45 years, Occu:- Business, R/o Plot No. 27, Old Subhedar Layout, Near Adarsh Vidhya Mandir, NAGPUR-440024. (**AADHAR No. 8523 4276 1845**)

hereinafter called the DEVELOPER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM and its PARTNERS, their respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

(Hereinafter called as the CONSENTING PARTY/ DEVELOPER/PARTY NO. 3) which expression shall unless repugnant to the context or meaning thereof, always mean and include the said CONSENTING PARTY/ DEVELOPER/PARTY NO. 3 as well as their respective Partners, legal heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART** :

WHEREAS the above named Vendors are the absolute Joint Co-owners and co sharers and in exclusive possession of ALL THAT Piece and Parcel of land bearing **Plot No. 92** (**NINETY TWO**) out of the sanctioned layout of KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR, admeasuring Length 100 Ft. and Breadth 95 Ft. equal to 9500 Sq. Ft. (-) Less Tangent 193 Sq. Ft. equal to **9307 Sq. Ft. (OR 864.641 Sq. Mtrs.)** being a portion of the entire land bearing **Kh. Nos. 71, 72 and 73** of Mouza - KHAMLA, P.S.K. 9 TOGETHER WITH the Building Standing Thereon known and styled as **" MANDAR APARTMENT"** bearing **City Survey No. 2098/125 and Sheet No. 40** of **MOUZA - KHAMLA**, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR; AND.

WHEREAS the aforesaid Building known and styled as "MANDAR APARTMENTS" is now too old and it requires major repairs and renovations. Moreover the Vendors have found it expedient to demolish the existing building and to construct a New Building on the said Plot of land having all modern amenities and facilities therein. The Vendors have accordingly passed a Resolution to that effect in their General Body Meeting held on 13/04/2021. The Vendors have decided to entrust the entire work of development of the said property to any interested Builder of the City; AND

WHEREAS the Vendors being thus desirous of re-developing the said property into a RESIDENTIAL ESTATE by constructing a Multi-storied Building thereon consisting of various self contained separate Apartments therein; AND.

WHEREAS the Vendors being thus desirous of developing the said property and

the Developer hereinabove named, who is a reputed and well experienced Builder of the City, having expressed its desire, readiness and willingness to undertake the proposed work of Development, the Vendors after detailed negotiations have decided to entrust the entire work of Development of the said property to the Developer and have executed an Agreement of Re-Development and Sale dated **18-10-2021** in favor of the Developer which is registered at Serial No. **5037-2021** in the office of the Sub Registrar, NAGPUR-5 on even date; AND

WHEREAS the Vendors have further executed a Irrevocable General Power of Attorney in favor of the Developer for the execution and registration of the Agreement to Sell and Sale Deeds in favor of the prospective purchasers of the Apartments to be constructed on the said property. The said Power of Attorney is registered on **18/10/2021** at Serial No. **5038-2021** in the office of the Joint Sub Registrar, Nagpur-2 on even date; AND

WHEREAS the Vendors/ Developer do hereby state and declare that there are no impediments attached to the said property. There are no any Tenants or illegal encroachment on the said property and the Vendors/ Developer have clear possession of the said property. The said property is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the Vendors/ Developer are entitled and enjoined upon the construct buildings on the Project land in accordance with the recitals hereinabove;

WHEREAS the Vendors/ Developer are in possession of the Project Land;

WHEREAS the Vendors/ Developer have proposed to construct on the Project Land containing by admeasurements **864.641Sq. Mtrs** by constructing 1 (G+7) Multistoried Building consisting of various self contained separate Apartments therein having Parking on GROUND FLOOR -, and (SEVEN) Upper Floors. There is 4 (FOUR) Apartments each on FIRST FLOOR to SIXTH FLOOR and 3 (THREE) Apartments on the SEVENTH FLOOR. Thus presently there are in all 27 (TWENTY SEVEN) independent and self contained separate Apartments in the said Building;

WHEREAS, the Vendors / Developer have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

WHEREAS, the Vendors / Developer has appointed Architect SHRI. MAHESH D. PADOLE

WHEREAS, the Vendors / Developer has also appointed the Structural Engineer SHRI. MAHESH R. NALAMWAR for structural designs and drawings of the building/s and the Vendors / Developer shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

WHEREAS, the Developer has sole and exclusive right to sell the Apartments in the said building (other than those retained by the Vendors) to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments and to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Vendors / Developer have given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers Architect Shri. Mahesh D. Padole 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 there under. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors / Developer and satisfied herself/ himself/ themselves about the title of the Vendors to the said Property and/or right of the Vendors / Developer to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors / Developer have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors / Developer;

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

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by Assistant Director of Town Planning, Nagpur Municipal Corporation, Nagpur vide its Building Permit No. 742/BP/KHAMLA/TP/NMC/347 Dated 10/02/2022

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

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors 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/s shall be granted by the concerned local authority;

WHEREAS, the Vendors / Developer have dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar Nagpur-__ in Book No. 1 at Sr. No. _____ on _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970 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;

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

AND WHEREAS the Purchaser has approached to the Vendors / Developer and the Purchaser has seen and approved the sanction Building Plan and vendor's title and the Purchaser has also agreed to purchase ALL THAT R.C.C. Superstructure comprising of a **Apartment No. -----** on **-------- FLOOR** having a Carpet Area --------- Sq. Mtrs., **Built up area -------- Sq. Mtrs.** Balcony area ------ Sq. Mtrs. Terrace area ------- Sq. Mtrs., Staircase area -------- Sq. Mtrs. and thus the total **Super Built up area ------- Sq. Mtrs.** including common area and facilities provided **as per Deed of Declaration** in a building known as " **MANDAR APARTMENT**" to be constructed and standing on Plot of land for a total consideration of **Rs. ----------/- (Rs---------- Only)** upon the following terms and conditions contained hereunder :

NOW THEREFORE THIS AGREEMENT OF SALE IN RESPECT OF APARTMENT BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1a. That the Vendors shall sell and the Purchaser will buy in respect of ALL THAT R.C.C. Superstructure comprising of a **Apartment No. -----** on **------- FLOOR** having a Carpet Area --------- Sq. Mtrs., **Built up area -------- Sq. Mtrs.** Balcony area ------ Sq. Mtrs. Terrace area ------- Sq. Mtrs., Staircase area -------- Sq. Mtrs. and thus the total **Super Built up area ------- Sq. Mtrs.** including common area and facilities provided **as per Deed of Declaration** in a building known as **'MANDAR APARTMENT"** to be constructed and standing on **Plot No. 92, Alongwith ----------% undivided share and interest in the said Plot** admeasuring Length 100 Ft. and Breadth 95 Ft. equal to 9500 Sq. Ft. (-) Less Tangent 193 Sq. Ft. equal to **9307 Sq. Ft. (OR 864.641 Sq. Mtrs.)** out of the sanctioned layout of KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR, being a portion of the entire land bearing **Kh. Nos. 71, 72 and 73** of Mouza - KHAMLA, P.S.K. 9 bearing **City Survey No. 2098/125 and Sheet No. 40** of **MOUZA - KHAMLA**, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the schedule hereunder written.

1b. THAT THE TOTAL SALE PRICE is agreed for **Rs. ---------/- (Rs. ---------- Only)** toward the cost of construction and cost of land share and the Purchaser has paid the consideration amount in the following stages :

Rs. ---------/- **(Rs. --------- only)** Paid by the Purchaser to the Developer by way of Cheque No. ----------, dated ---------- drawn on ----------, the receipt whereof the said Vendor does hereby admit and acknowledge

1c) AND THE BALANCE SALE PRICE OF **RS. ----------/-** is agreed to be paid by the Purchaser as under:-

Rs. ----------/- **(Rs. ---------- only)** To be paid by the Purchaser to the Developer after completion of **Plinth Work**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Ground Floor Slab**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **First Floor Slab**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Second Floor Slab**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Third Floor Slab**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Fourth Floor Slab.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Fifth Floor Slab.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Sixth Floor Slab.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of **Seventh Floor Slab.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer after completion of External **Brick work of the said Apartment.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer after completion of Plaster Work of **the said Apartment.**

Rs. ----------/- **(Rs. ---------- only)** to be paid by the Purchasers to the Developer at the time of handing over possession of the said Apartment.

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Rs. ----------/- **TOTAL (RUPEES. _____ONLY)**

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

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

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

1.g THAT the Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer.

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

1.j THAT, the Developer shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multi-storied Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer . If there is any reduction in the carpet area beyond the defined limit, then the Developer 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 Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.k The Purchaser do hereby authorizes the Developer 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 may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust her/his payments in any manner.

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

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

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is Square Meters only and Developer has planned to utilize Floor Space Index of One by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The V Developer has disclosed the Floor Space Index of One as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed

construction and sale of Apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

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

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 fails to rectify the breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Developer within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

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

6. The Developer shall give possession of the Apartment to the Purchaser on or before _____ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer. If the Developer fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer shall be liable on demand to refund to the Purchaser the amounts already

received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

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

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

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

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

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Developer to the Purchaser intimating that the said Apartment is ready for use and occupancy.

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

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

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

7.6 **Failure of Purchaser to take Possession of Apartment :** Upon receiving a written intimation from the Developer as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendor or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of Two years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer 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 Developer 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 Developer, 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 Developer 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 effected 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 Developer shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence or carrying on any Residential activities only**.*** He/She shall use the parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Developer shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The

Developer shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Developer.

9.1 That the Vendor / Developer has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act has been executed which is duly **registered on --------- at Serial No. -------- before the Joint Sub Registrar-__, Nagpur.** 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.

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

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multi-storied 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.

9.4 The Vendor shall, within 12 Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / DEVELOPER :

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

i. The Vendor has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and the Developer 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 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer 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 created herein, may prejudicially be affected;

vii. The Vendor / Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendor / Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The Developer 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.

xii. 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 Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

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

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

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

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

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

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping

the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project. 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. Pay to the Developer within fifteen days of demand by the Developer, 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.

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

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.

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

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

xii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer shall bear and pay the proportionate percentage of regular Maintenance Charges payable for such unsold Apartments.

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

13. 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 Developer until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

14. 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.

15. After the Developer executes this Agreement he 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 who has taken or agreed to take such Apartment

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the Vendor / Developer does not create a binding obligation on the part of the Vendor / Developer or the Purchaser until, firstly, the Purchaser 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor / Developer. If the Purchaser(s) fails to execute and deliver to the Vendor / Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/ Developer, then the Vendor / Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

17. 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.

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

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

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser 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/Plot] to the total carpet area of all the Apartment in the said Project.

22. 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.

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

24. The Purchaser and/or Vendor / Developer shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendor / Developer will attend such Office and admit execution thereof.

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

Name of Purchaser: **SHRI. ---------** R/o ----------.

Notified Email ID :

M/S M&T BUILDCON, (Name of Developer)

Office situated at 301, Sai Arpan, Plot No. 33, Sneh Nagar, NAGPUR-440025

Notified Email ID :

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

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

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

28. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably.

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

30. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

SPECIFICATIONS

- R.C.C Frame Structure in M 20 Concrete.
- Wall:- External Wall 6'' thick Masonary Walls.

  Internal Walls 4.5'' thick Masonary Walls.
- Plastering:- Smooth cement plastering on the external and internal Masonary surfaces.
- Flooring:- Vitrified Tiles 32" x 32" in all rooms in all Rooms with 3" skirting. Staircase in finished with polished Kota.
- Kitchen :- Kitchen with Granite top and stainless steel sink, coloured glaze tiles upto lintel height.
- Toilet:- Glazed tiles in Toilet up to full height with concept. Anti-skid/ mat finish tiles in flooring Water proofing in all toilets.
- Plumbing:- Providing all branded plumbing in PVC pipes and fittings.
- Windows:-Aluminum sliding windows with M.S. Grill.
- Electrification:- Concealed copper wiring with M.C.B Distribution board and standard points in all rooms. Power points will be provided in Hall, Kitchen and Bathroom.

- Painting :- All rooms will be painted internally with pleasing shades of oil bound distemper. External Walls will be painted with water proof Cement paint.
- Sanitary Wares:- Two Taps with one shower in Bath, single tap and flush cock in W.C will be provided. Two Taps in kitchen and one tap in wash place shall be provided.
- Railing:- M.S railings will be provided in all balconies and in staircase.
- Water supply through overhead tank and sump.
- Compound Wall to al periphery with good paving at all marginal spaces along with the necessary drainage arrangement.

FIRST SCHEDULE ABOVE REFERRED TO

The _____ Undivided Share and Interest in ALL THAT Piece and Parcel of land bearing **Plot No. 92** (**NINETY TWO**) admeasuring Length 100 Ft. and Breadth 95 Ft. equal to 9500 Sq. Ft. (-) Less Tangent 193 Sq. Ft. equal to **9307 Sq. Ft. (OR 864.641 Sq. Mtrs.)** out of the sanctioned layout of Khamla Plot Holders' Co-operative Housing Society Ltd. Nagpur, being a portion of the entire land bearing **Kh. Nos. 71, 72 and 73** of Mouza - KHAMLA, P.S.K. 9 bearing **City Survey No. 2098/125 and Sheet No. 40** of **MOUZA - KHAMLA**, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	-	BY PLOT NO. 94
ON THE WEST	-	9.00 MTRS WIDE ROAD.
ON THE NORTH	-	BY PLOT NO. 87.
ON THE SOUTH	-	9.00 MTRS WIDE ROAD.

SECOND SCHEDULE ABOVE REFERRED TO

All that R.C.C. Superstructure comprising **Apartment No.** ___ covering a **Carpet area of ---------- Sq. Mtrs OR Built up Area of ------- Sq. Mtrs or Super Built up area of --------- Sq. Mtrs** (Including the Open Balcony, Staircase, Common Area, Open Terrace and Parking Area) on the **-**

------ FLOOR of the Building proposed to be constructed therein and to be known and styled as "**MANDAR APARTMENT"**.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the DEVELOPER/ CONFIRMING PARTY parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

WITNESSES:

1. _____

OWNERS/ VENDORS

Through their Constituted Attorney

M/S. M&T BUILDCON

THROUGH ITS AUTHORIZED PARTNERS

1) (TUSHAR VISHNU UMBARKAR)

2) (MAHESH NAMDEORAO NAGMOTE)

(VENDOR / OWNERS)

2. _____

(PURCHASER)

M/S. M&T BUILDCON

THROUGH ITS AUTHORIZED PARTNERS

1) (TUSHAR VISHNU UMBARKAR)

2) (MAHESH NAMDEORAO NAGMOTE)

(**DEVELOPER / CONFIRMING PARTY**)