AGREEMENT FOR SALE

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

By and Between

M/S. SS INFRASTRUCTURES, a Partnership Firm, having its registered office @ 401, Govindraj Heights, Gitanjali Square, C.A. Road, Nagpur - 440018; [PAN NO. AELFS6464F]; acting through Its Partners (1) MRS SHIKHA W/o. AMIT AGRAWAL, aged about 36 Years, Occupation : Business, [PAN NO. AUCPA9704H]; [Aadhar No. 2470 1696 2230]; R/o. Plot No. 77, Near Mhalgi Nagar Square, Ring Road, Gurudeo Nagar, Nagpur – 440024; & (2) SHRI SUBHASH S/o. YUVRAJ MANMODE, aged about 51 Years, Occupation : Business, R/o. Plot No. 53 & 54, Doye Layoug, Koradi Road, Zingabai Takli, Nagpur – 440030; [PAN NO. AMHPM6564C], [Aadhar No. 4670 9258 7357]; all herein above named hereinafter referred to as **"OWNER / DEVELOPER / PROMOTER",** or **PARTY OF FIRST PART;** (which expression shall always mean and include the Owner / Developer / Promoter itself, their partners, their heirs, legal representatives, successors, agents);

AND

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

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

WHEREAS, the Owner / Developer / Promoter is the absolute and lawful owner of All That Piece & Parcel of Land Bearing Plot No. 8, (Block–O) admeasuring 401.687 Sq. Mtrs., (as per RL Letter) being part & portion of entire land bearing Kh. No. 21/3, 24, 26-28, 29/2 & 30, P. H. No. 7, of Mouza – Kachimet, bearing City Survey No. 21, Ward No. 73 & is situated in the sanctioned layout of Mahadeo Nagar Gruha Nirman Co. Op. Housing Society Ltd., Nagpur, (Block – O) & is within the limits of N. I. T. & N. M. C., Nagpur, Tah. & Dist. Nagpur, AND,

WHEREAS, originally the immovable property hereby described bearing Plot No. 8 (Block – O) hereby described was purchased by Mrs. N. N. Taori & Shri Kamalkishore J. Taori from

Mahadeo Nagar Gruha Nirman Co. Op. Housing Society Nagpur, vide registered sale deed registered at Sr. No. 5642 (P) on dated 23.08.1982 before the Sub-registrar No. 3, Nagpur, AND,

WHEREAS, during the course of time, the layout scheme of Mahadeo Nagar Gruha Nirman Co. Op. Housing Society Nagpur, of Kh. No. 21/3, 24, 26-28, 29/2 & 30 , of Mouza – Kachimet, was then came within the purview of Regularization of Unauthorized Layout/Construction Scheme (1900 Layout Scheme) of N. I. T., Nagpur. In view of the above, the title holder of Plot No. 10 then applied to regularize his plot & after completing all the required formalities, Nagpur Improvement Trust regularized the said Plot No. 8 under aforesaid Maharashtra Gunthewari Developments Act, 2001 & issued its Release Letter, on dated 20.10.2015 regularizing a total Plot area admeasuring 401.687 Sq. Mtrs. AND,

WHEREAS, Mrs Nirupama N. Taori through her power of attorney holder (which was executed by her in favor of Shri Nandkishore J. Taori with respect to the immovable property hereby described on dated 08.07.2021 registered at Sr. No. 55 before the Sub-registrar Badshahpur) then sold the said Plot No. 8 to SS Infrastructures, a Partnership Firm, vide registered sale deed registered at Sr. No. 4226 on dated 13.07.2021 before the Sub-registrar No. 1, Nagpur, as a result of which SS Infrastructures, a Partnership Firm, now became the absolute legal owner of the same, AND.

WHEREAS, the title holder now has decided to develop the said property into a residential apartment / flat / unit by Constructing a Building Complex / Multi Family Building there on consisting of separate independent Apartment(s) / Flat(s) on each floor & accordingly prepared a building plan to be sanctioned to the building plan sanctioned by Building Engineer (W), N.I.T., Nagpur, on dated 09.12.2021 bearing Building Permit No. BE(W)/Case No. BUL-G-2203223556 / Tracking No. 20211102102 / 143, AND,

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

WHEREAS, the Owner / Developer / Promoter is in possession of the project land and the Owner / Developer / Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove; AND,

WHEREAS, the Owner / Developer / Promoter has proposed to construct on the project land 1 (One) Building, having Ground Floor for Parking and 6 Upper Floors consisting of separate Flat / Apartments therein as per sanction plans and for the same had obtained financial assistance by mortgaging the property described herein with Arvind Sahakari Bank Ltd., Br. Gandhibagh Nagpur ; AND,

WHEREAS, the Owner / 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;

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

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

WHEREAS, the authenticated copies of Property card, Building Map/s, other necessary title document/s showing the nature of the title of the Owner / Developer / Promoter to the Project Land on which the Flats / Apartments are to be constructed have been annexed hereto; AND,

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

WHEREAS, the Allottee / Purchaser/s being desirous of owing some Flat / Apartment in the said multistoried building for his/her/their Residential use with heritable and transferable

rights therein has approached and applied to the Owner / Developer / Promoter & expressed his / her / their desire and willingness to purchase the Undivided ……% share and interest in the said Plot No. 8 (Block O) Together with the entire R.C.C. Superstructure comprising **Apartment / Unit / Flat No. ……** of …….. Floor covering a Carpet area admeasuring of ……. Sq. Mtrs., Built-up area of …….. Sq. Mtrs., of "……", AND,

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

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

WHEREAS, before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the Building plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, Building Plan/s, and Specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said

Apartment / Flat scheme and facilities in the said Apartment / Flat scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

a. **That,** the Said Land is earmarked for the purpose of building a residential project, comprising …… Flats / Units / Apartments & the said project shall be known as '……., consisting of Ground Floor & 6 (Four) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Flats / Units / Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

b. **That,** the Purchaser/s hereby agrees to purchase from the Promoter Party and the Promoter Party hereby agrees to sell to the Purchaser/s **Unit / Apartment / Flat No. …….** of …… Floor covering a Carpet area admeasuring of …… Sq. Mtrs., Built-up area of …….. Sq. Mtrs., Super Built-up area …… Sq. Mtrs. on the ……. Floor in the Building known as styled as "……." (hereinafter referred to as "the Flat / Apartment") as shown in the Floor plan thereof hereto annexed for the total sale consideration of Rs. _____/- (RUPEES _____ ONLY).

c. **That,** the Purchaser/s has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) (as their own contribution) as advance payment and hereby agrees to pay to the Owner / Developer / Promoter Party the balance amount of Rs. _____/- (Rupees _____ Only) in the manner herein below specified :-

SCHEDULE OF PAYMENT OF AGREED SALE CONSIDERATION

Rs. ……../- (Rupees …… Only) i.e. 20% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on completion of the Plinth level.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of First Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Second Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Third Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Fourth Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 5% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Fifth Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 5% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Sixth Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 5% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on casting of Seventh Floor Slab.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on the completion of Brick work & Plaster.

Rs. ……../- (Rupees …….. Only) i.e. 10% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on the completion of Flooring, Plumbing, Sanitary & Electric Work.

Rs. ……../- (Rupees …….. Only) i.e. 5% of total consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on the completion of Painting & Finishing Work.

Rs. ……../- (Rupees …….. Only) i.e. balance consideration amount, agreed to be paid by the Purchaser/s to the Owner / Developer / Promoter on taking over actual possession of the chosen Flat / Apartment.

Rs. ……./- (Rupees ……. Lacs Only)

d. **That,** the above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said Flat / Unit / Apartment. The Purchaser specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be

obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

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

f. **That,** the Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter Party 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 Promoter Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

g. **That**, in case the Purchaser/s wishes that the Owner / Developer / Promoter, undertake any additional / extra item(s) of work, besides the specifications agreed between the parties then in such a case, she/he/they will pay in advance, extra cost thereof to the Owner / Developer / Promoter, as estimated by Architect of Owner / Developer / Promoter,. However the changes requested by the Purchaser/s shall be subject to the technical feasibility, to be decided by the Owner / Developer / Promoter.

h. **That,** the Owner / Developer / Promoter, after receipt of full, consideration amount as aforesaid, and other contributory charges, dues, etc. if any, from the Purchaser/s, shall execute the required Conveyance Deed / Sale deed of the said Flat / Apartment to the Purchaser/s or in favour of any nominee/s of the Purchaser/s in terms of this agreement as per the instruction of the Purchaser/s subject to any law for the time being in force and such other conditions as may be imposed at the relevant time and shall hand over the vacant peaceful possession of said Flat / Apartment to and in favour of the Purchaser/s, at the cost of Purchaser/s. Provided further that, the Owner / Developer / Promoter shall not deliver the actual physical possession of the said Flat / Apartment to

the Purchaser/s until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, GST, etc. are paid by the Purchaser/s in full to the Owner / Developer / Promoter hereto.

i. **That,** time is essence for the Owner / Developer / Promoter as well as the Purchaser/s. The Owner / Developer / Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Developer / Promoter as provided herein above.

j. That, if the Owner / Developer / Promoter fails to abide by the time schedule for completing the project and handing over the Flat / Apartment to the Purchaser/s, the Owner / 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 Owner / Developer / Promoter, interest at the rate ……. % being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchasers to the Owner / Developer / Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Owner / Developer / Promoter.

k. That, without prejudice to the right of Promoter Party to charge interest as above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Owner / 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 installments, the Owner / Developer / Promoter shall at his / its own option, may terminate this Agreement.

   Provided that, Owner / 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 and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Owner / Developer / Promoter within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

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

l. The Owner / Developer / Promoter shall give possession of the Flat / Unit / Apartment to the Purchaser/s on or before …….. or as may be decided, but however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Owner / Developer / Promoter any other reasonable cause and the Purchaser/s agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Owner / Developer / Promoter. If the Owner / Developer / Promoter Party fails or neglects to give possession of the Flat / Unit / Apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Owner / Developer / Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the Flat / Unit / Apartment agreed to be purchased by the Purchaser/s.

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

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

m. **That,** the Owner / Developer / Promoter after the payment made by the Purchaser/s as per the agreement & otherwise specified shall intimate / offer in writing the possession of the Flat / Unit / Apartment to the Purchaser/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Owner / Developer / Promoter shall give possession of the said Flat / Unit / Apartment to the Purchaser/s. The Owner / Developer / Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner / Developer / Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Owner / Developer / Promoter or Association of Purchaser/s, as the case may be.

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

o. **That,** on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other Co-owners thereof. However the Flat / Unit / Apartment chosen by Purchaser/s in the proposed multistoried building shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein. The common

areas and facilities shall vest with the Association of the Flat / Unit / Apartment Owners for the purpose of maintenance.

p. **That,** upon receiving a written intimation from the Owner / Developer / Promoter, the Purchaser/s shall take possession of the Flat / Unit / Apartment from the Owner / Developer / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Flat / Agreement and the Owner / Developer / Promoter shall give possession of the Flat / Apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Owner / Developer / Promoter or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

That, if within a period of five years from the date of handing over the Flat / Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Owner / Developer / Promoter any structural defect in the Flat / Apartment or the building in which the Flat / 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 Owner / Developer / Promoter at their / its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owner / 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 Flat / Apartment, the Purchaser/s shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Owner / Developer / Promoter shall always cooperate and assist the Purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned

Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations.

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

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

r. **That,** the Purchaser/s shall use the Flat / Apartment or any part thereof or permit the same to be used only for purpose of “Residence” for carrying on any Residential use. He / She / They shall use the parking space only for purpose of keeping or parking vehicle.

s. **That,** it is understood by the Purchaser/s that the Owner / Developer / Promoter shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser/s will neither object/disturb it, nor obstruct it's visibility in any way. The Owner / Developer / Promoter shall not pay, nor the Purchaser/s shall demand any rent etc. for any signs displayed by the Owner / Developer / Promoter.

t. **That,** the Owner / Developer / Promoter has already submitted the entire property / project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and her/his/their successors in title.

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

u. **That,** the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Flat / Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other Flat / Apartment Owner or Owners.

v. **That,** it will be the Purchaser/s responsibility to maintain the Flat / Apartment at the his / her / their own cost in good and tenantable repair and condition from the date that of possession of the Flat / Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat / 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 Flat / Apartment is situated and the Flat / Apartment itself or any part thereof without the consent of the local authorities, if required.

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

x. **That,** the Purchaser/s will not store in the Flat / Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat / Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat / Apartment is situated, including entrances of the building in which the Flat / Apartment is situated and in case any damage is caused to the building in which the Flat / Apartment is situated or the Flat / 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.

y. **That,** the Purchaser/s will carry out at her/his/their own cost all internal repairs to the said Flat / Apartment and maintain the Flat / Apartment in the same condition, state and order in which it was delivered by the Owner / Developer / Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat / Apartment is situated or the Flat / 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.

z. **That,** the Purchaser/s will not demolish or cause to be demolished the Flat / 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 Flat / Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat / 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 Flat / 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 Flat / Apartment without the prior written permission of the Owner / Developer / Promoter and/or the Association of the Flat / Apartment Owners.

aa. That, the cost of repairs/improvements/maintenance or expenses for acquisition of any common services like electric, drainage, rain water pipes, sump, water tank/s, motor pump, sweeper payments, watchman payments including periodical paintings, white washings or color washings, repairs, and all other common facilities, appliances, machinery, motor pump/s etc., shall be borne and paid by all the owners/occupants of the said building jointly & proportionately including the Purchaser/s without any delay for any reasons what so ever. It is also well within the knowledge of the Purchaser/s that due to non - use of said Apartment / Flat or for any other reason, the Purchaser/s shall not be entitled to any exemption from such common expenses and his failing to pay his share of common expenses the association of owners or Owner / Developer / Promoter shall be entitled to take appropriate legal steps for recovery of such expenses at the cost

and risk of Purchaser/s without prejudice to any rights of it to stop any common facilities or amenities to the Purchaser/s.

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

cc. **That,** the Purchaser/s will not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat / Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

dd. **That,** the Purchaser/s will not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Apartment in the compound or any portion of the project land and the building in which the Flat / Apartment is situated. The Purchaser/s will pay to the Owner / Developer / Promoter within fifteen days of demand by the Owner / Developer / Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat / Apartment is situated.

ee. **That,** the Purchaser/s agrees to bear / will bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat / Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat / Apartment until all the dues payable by the Purchaser/s to the Owner / Developer / Promoter under this Agreement are fully paid up.

ff. **That,** the Purchaser/s shall observe and perform all the rules and regulations which the Association of the Flat / Apartment 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 Flats / Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of the Flat / Apartment Owners regarding the occupancy and use of the Flat / 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.

gg. **That,** the Purchaser/s shall permit the Owner / Developer / Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof till handing over the management of said Building maintenance to the Association of Flat / Apartment Owners, the Purchaser/s shall permit the Owner / Developer / Promoter.

hh. **That,** if in case some of the Flats / Apartments in the said Project remains unsold, even after completion of the same, then the Owner / Developer / Promoter shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Flats / Apartments.

ii. **That,** the Owner / 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.

jj. **That,** the Owner / 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.

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

ll. **That,** the Owner / 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 created herein, may prejudicially be affected.

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

nn. **That,** the Owner / Developer / Promoter confirms that the Owner / Developer / Promoter is not restricted in any manner whatsoever from selling the said Flat / Apartment to the Purchaser/s in the manner contemplated in this Agreement.

oo. **That,** the Owner / Developer / Promoter confirms that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner / Developer / Promoter in respect of the project land and/or the Project.

pp. **That,** at the time of execution of the Sale Deed of the Flat / Apartment in favour of the Purchaser/s, the Owner / Developer / Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Flat / Apartment Owners / Association of the Flat / Apartment Owners.

qq. **That,** after the Owner / Developer / Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Flat / 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 Flat / Apartment.

rr. **That,** it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Flat / Apartment, in case of a transfer, as the said obligations go along with the Flat / Apartment for all intents and purposes.

ss. **That,** if any of the provision/s of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder

or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

uu. **That,** the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser/s, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

vv. **That,** all notices to be served on the Purchaser/s and the Owner / Developer / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Owner / Developer / Promoter by Registered Post A.D and notified Email ID / Under Certificate of Posting at their respective addresses.

It shall be the duty of the Purchaser/s and the Owner / 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 Owner / Developer / Promoter or the Purchaser/s, as the case may be. Further, in case there are Joint Purchasers all communications shall be sent by the Owner / Developer / Promoter to the Purchaser whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

xx. **That,** any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

yy. **That,** the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

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

WITNESSES

1. _____

2. _____

_____

Partner of SS Infrastructures

(Owner / Developer / Promoter)

_____

(Shri / Smt. ……..)

(Allottee / Purchaser)

SCHEDULE OF ENTIRE PROPERTY (PLOT)

SCHEDULE 'A'

ALL THAT PIECE & PARCEL OF LAND BEARING PLOT NO. 8, (Block–O) admeasuring 401.687 Sq. Mtrs., (as per RL Letter) being part & portion of entire land bearing Kh. No. 21/3, 24, 26-28, 29/2 & 30, P. H. No. 7, of **MOUZA – KACHIMET,** bearing City Survey No. 21, Ward No. 73, Municipal Corporation House No. 1758/E/208 & is situated in the sanctioned layout of Mahadeo Nagar Gruha Nirman Co. Op. Housing Society Ltd., Nagpur, (Block – O) & is within the limits of N. I. T. & N. M. C., Nagpur, Tah. & Dist. Nagpur & bounded as under :

East : Road

West : Plot No. 9

North : Plot No. 7

South : Road

SCHEDULE OF PROPERTY HEREBY AGREED TO SOLD (APARTMENT / FLAT)

SCHEDULE 'B'

THE UNDIVIDED ……..% variable share & Interest in the said PLOT NO. 8, (Block – O) together-with the entire R.C.C. Superstructure comprising **Apartment / Flat bearing No. ……..** of **Second Floor** covering a Carpet Area admeasuring …… Sq. Mtrs., Built-up area of …… Sq. Mtrs., & having Super Built-up area admeasuring …… Sq. Mtrs., of the building known & style as '……..', Mahadeo Nagar Gruha Nirman Co. Op. Housing Society Ltd., Nagpur, (Block – O), being part & portion of entire land bearing 21/3, 24, 26-28, 29/2 & 30, P. H. No. 7, of **MOUZA – KACHIMET,** bearing City Survey No. 21, Ward No. 73, & which is within the limits of N.I.T. & N. M. C., Nagpur, Tah. & Dist. Nagpur & the same is bounded as under :

East :

West :

North :

South :