AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2022, BETWEEN :

SHRI. VIKRAM S/o DHANRAJ BATRA, Aged 36 Years, Occupation – Business, PAN AGNPB1305N, AADHAR UID 8728 2992 9619 Mobile 9822616000, Resident of 52, Near Eastern Sports Club, East Wardhman Nagar, Nagpur-440008, Tahsil and District – NAGPUR, hereinafter called the **"VENDOR",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR** as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

SHRI. _____**,**
Aged about _____ Years, Occupation - _____,
PAN _____,
AADHAR UID _____,
Resident of _____, Nagpur.

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

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of land bearing Plot No. 79 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur containing by admeasurement 419.5720 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A, including all other easementary rights appurtenants belonging thereto, bearing Corporation House No. 808/C/79, City Survey No. 11 and Sheet No. 14A & 23A of Mouza – Borgaon, situated at Gokul Housing Society's Layout, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR and more particularly described in the Schedule- A hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 79 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur containing by admeasurement 445.9309 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A, bearing City Survey No. 11 and Sheet No. 14A & 23A of Mouza – Borgaon, situated at Gokul Housing Society's Layout, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, Originally belonged to Mrs. Pratibha alias Pramila Uttamrao Patil, having purchased the same by her from Gokul/Joras Co-operative Housing Society Limited, Nagpur, A Society registered under the Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. 818/1989, having its Registered Office at Gittikhadan, Katol Road, Nagpur, by a Sale Deed Dated 31-05-1990, which is Registered at the Office of the Joint Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 5267 on even date; AND

WHEREAS, the aforesaid Plot No. 79 out of Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A is converted for Non-Agricultural (Residential) Use by the Additional Tahsildar, Nagpur vide his Order Dated 05-03-2020 passed in Revenue Case No. 3739/NAP-34/2019-20; AND

WHEREAS, the aforesaid Plot No. 79 is covered under the scheme of 1900 layouts of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS, consideration the application of the said Mrs. Pratibha alias Pramila Uttamrao Patil and also on receipt of the Development charges as demanded by it from her, the Nagpur Improvement Trust, Nagpur lateron regularised the said Plot No. 79 and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer, (WEST), Nagpur Improvement Trust, Nagpur vide his Permit No. BE(W)/1900(U/L)21 Dated 10-01-2013 in Case No. 200303274884 and Layout No. 1900/N/BG/1208 in favour of Mrs. Pratibha alias Pramila Uttamrao Patil. As per the regularisation Letter Dated 10-01-2013 the area of the said Plot No. 79 is shown and declared as 419.5720 Sq. Mtrs.; AND

WHEREAS, the aforesaid Mrs. Pratibha alias Pramila Uttamrao Patil lateron gifted the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Plot No. 79 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur containing by admeasurement 419.5720 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A, including all other easementary rights appurtenants belonging thereto, bearing Corporation House No. 808/C/79, City Survey No. 11 and Sheet No. 14A & 23A of Mouza – Borgaon, situated at Gokul Housing Society's Layout, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, by way of gift to her son Shri. Ajay Uttamrao Patil, by a Gift Deed Dated 21-07-2012, which is registered at the Office of the Sub-Registrar, Nagpur-6 in Book No. 1 at Sr. No. 3700 on even date; AND

WHEREAS, the aforesaid Shri. Ajay Uttamrao Patil lateron transferred/sold the aforesaid property comprising ALL THAT Piece and Parcel of land bearing Plot No. 79 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur containing by admeasurement 419.5720 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A, bearing Corporation House No. 808/C/79, City Survey No. 11 and Sheet No. 14A & 23A of Mouza – Borgaon, situated at Gokul Housing Society's Layout, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, by way of Sale to Shri. Vikram Dhanraj Batra, the Vendor named hereinabove by a Sale Deed Dated 30-07-2021, which is registered at the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5808 on even date. As a result therefore the Vendor named hereinabove has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable therein; AND

WHEREAS, the Vendor/Developer/Promoter has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a Multistoried Building consisting of various self contained separate Apartments therein; AND

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

WHEREAS, the Vendors have appointed Architect Mr. _____, having its office at _____ who is duly registered with the Council of Architects at CA / _____/ _____;

WHEREAS, the Vendors have also appointed the Structural Engineer Mr. _____ having their office at _____ for structural designs and drawings of the building/s and the Vendors shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

WHEREAS, the Vendors have also appointed plumbing engineer _____ having address at _____ to design the water treatment, storage and pipeline infrastructure for the Project;

WHEREAS, the Vendors have also appointed electrical engineer _____, having address at _____ to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.;

WHEREAS, the Vendors have also appointed landscape architect _____ having their office at _____ to design the various landscaping features such as plantation, amenities, entrance gate etc.;

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

WHEREAS, on demand from the Purchaser, the Vendor/Developer/Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. 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 Vendor/Developer/Promoter and satisfied herself/himself/themselves about the title of the Vendor/Developer/Promoter to the said Property and/or right of the Vendor/Developer/Promoter to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor/Developer/Promoter has 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 Vendor/Developer/Promoter; AND

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/Developer/Promoter 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***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned by the Building Engineer, Nagpur Improvement, Nagpur, vide its Building Permit No. B.E.(WEST) Case No. BUL-G-632895/Tracking No. 20211029110/225 Dated 03-01-2022 have been ***annexed hereto and marked as Annexure C***; AND

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***; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

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

WHEREAS, the Purchaser has applied to the Vendor/Developer/Promoter for purchase of the Apartment No. _____ on _____ Floor being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

i) **Carpet area :** As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

ii) **Balcony :** For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.

iii) **Open Terrace:** For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.

iv) **Common Areas :** As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

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

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

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as “AMARA” consists of 1 (ONE) independent and separate Multistoreyed Building consists of the Ground Floor and Five Upper Floors. There are 2 (TWO) Apartments each on First to Fifth Floor. Thus there are all 10 (TEN) independent and self contained separate Apartments in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Vendor/Developer/Promoter and the Vendor/Developer/Promoter hereby agrees to sell to the Purchaser **Apartment No. _____ having carpet area admeasuring _____ Sq. Meters on _____ Floor,** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. _____/- (Rupees _____ Only).** After due discussions, diligence and negotiations between the Vendor/Developer/Promoter and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor/Developer/Promoter and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs. _____/- (Rupees _____ Only)** to be paid by the Purchaser to the Vendor/Developer/Promoter towards the said Apartment hereinafter referred to as the **“Consideration amount”.** The Vendor/Developer/Promoter specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common

areas & facilities which is detailed in **Schedule – "C".** The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor/Developer/Promoter the balance amount of Rs _____/- (Rupees _____ Only) in the following manner:-

SCHEDULE – "E"

i) Rs. _____/- (Rupees _____) Only ***(not exceeding 10% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on execution of this Agreement.

ii) Rs. _____/- (Rupees _____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (Rupees _____) Only ***(not exceeding 40% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the first slab in wing which the said Apartment is located.

iv) Rs. _____/- (Rupees _____) Only ***(not exceeding 50% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the second slab in wing which the said Apartment is located.

v) Rs. _____/- (Rupees _____) Only ***(not exceeding 60% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the third slab in wing which the said Apartment is located.

vi) Rs. _____/- (Rupees _____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion

of the fifth slab in wing which the said Apartment is located.

vii) Rs. _____/- (Rupees _____) Only ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the sixth slab in wing which the said Apartment is located.

viii) Rs. _____/- (Rupees _____) Only ***(not exceeding 90% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the seventh slab in wing which the said Apartment is located.

ix) Rs. _____/- (Rupees _____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the plaster and painting work in wing which the said Apartment is located.

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

Rs. **(RUPEES _____ ONLY)**

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer/Promoter by way of GST 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 Vendor/Developer/Promoter up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor/Developer/Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor/Developer/Promoter indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d 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% 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 Vendor/Developer/Promoter and to credit the same in the appropriate account of Income Tax Department.

1.e 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/ Promoter/ Confirming 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 Vendor/Developer/Promoter shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the Vendor/Developer/Promoter 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 Vendor/Developer/Promoter.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor/Developer/Promoter, 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.h THAT, the Vendor/Developer/Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork 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 Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 THAT, the Vendor/Developer/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, 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 Vendor/Developer/Promoter as well as the Purchaser. The Vendor/Developer/Promoter 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 Vendor/Developer/Promoter as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Vendor/Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and Vendor/Developer/Promoter has planned to utilize Floor Space Index of _____ Sq. Mtrs. by availing maximum permissible FSI in 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 Vendor/Developer/Promoter has disclosed the Floor Space Index of _____ Sq. Mtrs. 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 Vendor/ Developer/ Promoter by utilizing the proposed FSI and on

the understanding that the declared proposed FSI shall belong to Vendor/Developer/Promoter only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

4.1 If the Vendor/Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor/Developer/Promoter 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 Vendor/Developer/Promoter, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor/Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer/Promoter.

4.2 Without prejudice to the right of the Vendor/Developer/Promoter to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the Developer/ Promoter/ Confirming Party shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Vendor/Developer/Promoter within a period of 15 days, then the Vendor/Developer/Promoter shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor/Developer/Promoter is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor/Developer/Promoter, then the Vendor/Developer/Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser. In the event of cancellation by Purchaser, the Vendor/Developer/Promoter is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

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 Vendor/Developer/Promoter in the said building and the Apartment as are set out in **Annexure - 'D', *annexed hereto***.

6. The Vendor/Developer/Promoter 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 Vendor/Developer/Promoter 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 Vendor/Developer/Promoter. If the Vendor/Developer/Promoter 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/ Promoter/ Confirming Party 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/ Promoter/ Confirming Party received the sum till the date the amounts and interest thereon is repaid.

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

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

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

7.1 Procedure for taking possession – The Vendor/Developer/Promoter upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment 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 Vendor/Developer/Promoter shall give possession of the said Apartment to the Purchaser. The Vendor/Developer/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer/Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter or Association of Purchasers, as the case may be.

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

7.4 THAT the Vendor/Developer/Promoter 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 GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Developer/ Promoter/ Confirming Party 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 Vendor/ Developer/Promoter.

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 multistoried 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.

THAT the Vendor/Developer/Promoter reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Developer/ Promoter/ Confirming Party in so utilising and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor/Developer/Promoter and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Vendor/Developer/Promoter and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well

aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Vendor/Developer/Promoter as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor/Developer/Promoter. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

8.2 THAT it is understood by the Purchaser that the Vendor/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 will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/Developer/Promoter shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor/Developer/Promoter.

9.1 That the Vendor/Developer/Promoter has 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-4 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. 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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 Multistoried 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.

9.5 Within 15 days after notice in writing is given by the Vendors 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 Vendors 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 Vendors provisional maintenance amount of Rs. _____/- in addition to the consideration amount.

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Vendors shall not carry any interest and remain with the Vendors until handing over the management of the said Building to the Association of Apartment Owners.

Vendors shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in **Schedule – "F"**, until Vendors hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Vendors is not for maintaining the project for any particular years. Vendors hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Vendors shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Purchasers and this maintenance fund will not be misused by the Vendors for any other purpose. Upon formation of Society as mentioned above, the Vendors shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the

Purchaser on the Vendors on the maintenance amount. Vendors shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

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

i. The Vendor/Developer/Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Vendor/Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

vi. It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor's and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

vii. The Vendor/Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice

for acquisition or requisition of the said property) has been received or served upon the Vendor and/or the Vendor/Developer/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

ix. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendor/Developer/Promoter or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

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 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 Vendor/Developer/Promoter that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor/Developer/Promoter 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 Vendor/Developer/Promoter 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.

vii. 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.

viii. 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 Vendor/ Developer/ Promoter within fifteen days of demand by the Vendor/Developer/Promoter, 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 Apartment is situated.

ix. 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.

x. 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/Developer/Promoter under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor/ Developer/ Promoter.

xi. 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.

xii. Till completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor/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.

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/Developer/Promoter shall bear and pay @ Rs. _____/- Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

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 Vendor/Developer/Promoter 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.

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

24. Vendor/Developer/Promoter specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor/Developer/Promoter by Demand Draft or by local cheques drawn in the name of **SHRI. VIKRAM DHANRAJ BATRA** or by electronic mode of transfer.
NEFT/ RTGS details are as under:
i. Account Holder Name **SHRI. VIKRAM DHANRAJ BATRA,**
ii. Bank Name -:
iii. Branch -:
iv. Account Number:-
v. IFSC code.-:
vi. Account type –

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

SHRI. _____ Name of Purchaser
Resident of _____ (Purchaser's Address)
Notified Email ID : _____
SHRI. VIKRAM DHANRAJ BATRA (Name of Vendor)
52, Near Eastern Sports Club, East Wardhman Nagar, Nagpur, (Address of Vendor)
Notified Email ID :

It shall be the duty of the Purchaser and the Vendor/Developer/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer/Promoter or the Purchaser, as the case may be.

27. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Vendor/Developer/Promoter 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.

28. 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.

29. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT Piece and Parcel of land bearing Plot No. 79 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur containing by admeasurement 419.5720 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82/1 of MOUZA – BORGAON P.S.K. 8A, including

all other easementary rights appurtenants belonging thereto, bearing Corporation House No. 808/C/79, City Survey No. 11 and Sheet No. 14A & 23A of Mouza – Borgaon, situated at Gokul Housing Society's Layout, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	**-**	**ROAD,**
ON THE WEST	**-**	**PLOT NO. 82,**
ON THE NORTH	**-**	**PLOT NO. 78,**
ON THE SOUTH	**-**	**PLOT NO. 80.**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : AMARA

Apartment No.	Floor	Carpet Area Sq. Mtrs	Closed Balcony Area Sq. Mtrs	Open Balcony Area Sq. Mtrs	Terrace Area Sq. Mtrs	Undivided Share in Land (%)

The said Apartment is bounded as under :

ON THE EAST	**:**	**BY**
ON THE WEST	**:**	**BY**
ON THE NORTH	**:**	**BY**
ON THE SOUTH	**:**	**BY**

SCHEDULE – "C" ABOVE REFERRED TO

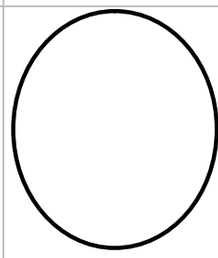
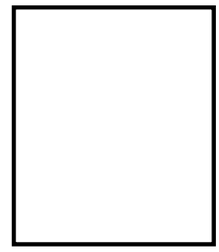
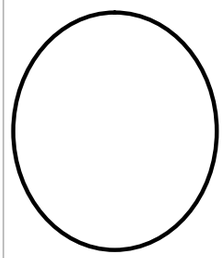
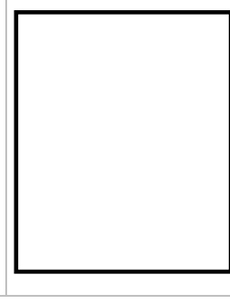
[Description of common areas and facilities]

SCHEDULE – "D" ABOVE REFERRED TO

FLOOR PLAN

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(VIKRAM DHANRAJ BATRA) VENDOR/DEVELOPER/PROMOTER
02			(_____) PURCHASER
WITNESSES : (1) _____			(2) _____