**AGREEMENT TO SELL FOR Rs. _____ Only**
**(Rs. _____ Only)**
**Flat No. _____, _____ Floor, Wing __**
**Parking No. NIL**
**Stamp Duty paid Rs. _____**
**Market Value at Rs. _____**
**At the rate of _____/- Sq. Mt.**
**Khasra No. 18/1, City Survey No. 260,**
**Sheet No. 45, 48, Item No. 16.259/48, Mouza Dhaba , Nagpur**

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

1) **Smt. Jaya Kedia, W/O Shri. Rajesh Kedia**, aged about 52 Yrs., Occ. Business, R/O Civil Lines, Nagpur-440001, Tahsil and District - NAGPUR **having PAN No. AAPPK2770A and AADHAR No. 861866873696** through Power of Attorney Holder **Shri. Gaurav Agarwala S/O Shri. Ashok Agarwala**, aged about 43 Years, Occupation - Business, **Aadhar Unique Identity No. 3431 8634 2057,** Resident of "Silver Oak", Raj Nagar, Katol Road, Nagpur-400013, Tehsil and District – NAGPUR**;**

2) **M/S. SANDEEP DWELLERS PRIVATE LIMITED,** a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, "Gulmohar", Temple Road, Civil Lines, Nagpur-440001, **(Income Tax PAN AACCS0133P),** acting through its Authorized Director **Shri. Gaurav Agarwala S/O Shri. Ashok Agarwala**, aged about 43 Years, Occupation - Business, **Aadhar Unique Identity No. 3431 8634 2057,** Resident of "Silver Oak", Raj Nagar, Katol Road, Nagpur-400013, Tehsil and District – NAGPUR;

hereinafter referred to as **"THE VENDORS"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said VENDORS, as well as its legal heirs, representatives, liquidators, executors, administrators, successors and assigns of the **FIRST PART**.

**AND**

**Shri. _____, S/O Shri. _____,** aged about ___ yrs., Occ. ____**, having PAN No. _____, Aadhar Unique Identity No. _____**, and **Smt. _____, W/O Shri. _____,** aged about __ Years, Occ. _____**, having PAN No. _____, Aadhar Unique Identity No. _____,** both R/O ____, _____, _____, _____, _____, Nagpur-_____, hereinafter called the **"PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**.

**WHEREAS** ALL THAT Piece and Parcel of agricultural land bearing F. Sr. No. 18 admeasuring 2 H 57 R, Occ. Class II, Tal. Saza No. 7 of Mouza Dhaba, Nagpur, Tah & Distt. Nagpur was originally owned and possessed by late Shri. Upasrao Vithoba Gorkhede having received by him in family partition and after his death the same devolved upon his only surviving legal heirs namely Shri Vinod Upasrao Gorkhede, Smt. Rukhmabai Upasrao Gorkhede & Shri Vijay Upasrao Gorkhede.

**AND WHEREAS** during his lifetime Shri Upasrao Vithoba Gorkhede has entered into an Agreement to Sale Dt. 3.6.2004 with Shri Rakesh Babulal Patni in respect of the aforesaid property wherein Shri Vinod Upasrao Gorkhede, Smt. Rukhmabai Upasrao Gorkhede & Shri Vijay Upasrao Gorkhede have also signed and executed the said Agreement to Sale Dt. 3.6.2004.

**AND WHEREAS** the aforesaid legal heirs namely Shri Vinod Upasrao Gorkhede, Smt. Rukhmabai Upasrao Gorkhede & Shri Vijay Upasrao Gorkhede of late Shri Upasrao Vithoba Gorkhede, after the death of Shri Upasrao Vithoba Gorkhede have mutually partitioned the aforesaid property amongst themselves and thus by virtue of said partition Shri Vinod Upasrao Gorkhede became owner of agricultural land bearing F. Sr. No. 18/1 admeasuring 0 H 86 R, Smt. Rukhmabai Upasrao Gorkhede became owner of agricultural land bearing F. Sr. No. 18/2 admeasuring 0 H 85 R & Shri Vijay Upasrao Gorkhede became owner of agricultural land bearing F. Sr. No. 18/3 admeasuring 0 H 86 R of Mouza Dhaba, Nagpur.

**AND WHEREAS** the competent authority vide Order Dt. 26.6.2007 has change holding class of aforesaid property from Occ. Class II to Occ. Class I.

**AND WHEREAS** Shri Rakesh Patni vide registered Sale Deed Dt. 31.1.2014 registered at Sr. No. 619/2014 registered in the office of Sub-Registrar-6, Nagpur had purchased from Shri Vinod Upasrao Gorkhede agricultural land bearing F. Sr. No. 18/1 admeasuring 0 H 86 R, Smt. Rukhmabai Upasrao Gorkhede agricultural land bearing F. Sr. No. 18/2 admeasuring 0 H 85 R & Shri Vijay Upasrao Gorkhede agricultural land bearing F. Sr. No. 18/3 admeasuring 0 H 86 R of Mouza Dhaba, Nagpur.

**AND WHEREAS** the VENDORS purchased from Mr. Rakesh Patni ALL THAT Piece and Parcel of agricultural land bearing F. Sr. No.18/1 admeasuring 0 H 86 R (8,600 Sq. Mts.), Rev. Rs. 2.00, holding Class Occ. Class I, Tal. Saza No. 7 of Mouza Dhaba, Nagpur, having City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur (herein after referred to as "the said property") in terms of registered Sale Deed Registered at Sr. No.6322-2020 Dt. 24.12.2020, in the office of Sub-Registrar-2, Nagpur and thus the Vendors became the owners of the aforesaid property which is now owned and possessed by the Vendors as lawful owners and their names are mutated in the revenue records.

AND WHEREAS the said property has been converted from agricultural to non-agricultural by order of The Collector, Nagpur Order Dt. 21.9.2019 in Rev. Case No. 58/NAP-34/Mouza Dabha/2019-2020.

AND WHEREAS the competent authority has sanctioned the layout of the said property in terms of its Letter No.04 Dt. 08.01.2020 and as per the sanctioned layout out of the said property an area admeasuring 431.77 Sq. Mts. has been earmarked as amenities space and the balance land admeasuring 8168.23 Sq. Mts. is available for development.

**AND WHEREAS** the VENDORS have decided to develop ALL THAT Piece and Parcel of land admeasuring 8,168.23 Sq. Mts., bearing Khasra No. 18/1, City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur, herein after referred as "The Project Land" (and more particularly described in FIRST SCHEDULE written herein below) which shall be named and styled as **"SDPL AASHRAY DABHA-2**

**APARTMENTS CONDOMINIUM"** comprising of Wing 1 & Wing 2 & Wing 3 & Wing 4 consisting of residential flats, shops. Club house with garden.

**AND WHEREAS** the VENDORS do hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenant or illegal encroachment on the said Project Land and the VENDORS have 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.

**AND WHEREAS** the VENDORS are constructing a Flat/Shop scheme named & styled as **"SDPL AASHRAY DABHA-2 APARTMENTS CONDOMINIUM"** on the said Project Land. It consists of four multistoried Building named as Wing 1, Wing 2, Wing 3 & Wing 4, club house with garden on the said project land, and accordingly the VENDORS had submitted various building plans for the approval of the same to The Nagpur Improvement Trust and the same have been approved vide Intimation of Building Permit No. B. E. (WEST)/Case No. BUL-G-289712/Tracking No. 2021100735/290 Dt. 4.2.2022.

**AND WHEREAS** the purchasers of Flats/Shops constructed/to be constructed on the said project land shall jointly form a society to be named and styled as **"SDPL AASHRAY DABHA-2 APARTMENTS CONDOMINIUM"**, (hereinafter referred to as "The Association") for the purposes of maintaining the open land, club house with garden, and common area, including the common washrooms, society office and halls on the ground floor, and each unit owner shall become the member of the society. The Purchasers of Shops in all the Wings shall not be entitled to make use of the Club House and Garden and fitness center and all other common facilities for the Residential Buildings as described in the Second Schedule written herein below.

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

**AND WHEREAS**, the VENDORS have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the VENDORS accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

**AND WHEREAS**, the VENDORS have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority as "**SDPL Aashray Dabha-2",** vide Project Registration **No.** _____; authenticated copy is attached as **Annexure 'F'**;

**AND WHEREAS**, on demand from the Purchaser, the VENDORS have given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the DEVELOPER's Architect Mr. Rahul Agarwala, 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, Deed of Declaration, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the VENDORS and satisfied herself/himself/themselves about the title of the Vendor to the said property/to

the said Project land and/or right of the VENDORS to develop and to sell the same on ownership basis. The Purchaser hereby confirms that the VENDORS have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser, and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the VENDORS;

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

WHEREAS the authenticated copies of the plans of the Layout as proposed by the VENDORS and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project land have been **annexed hereto and marked as Annexure C**;

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

**AND WHEREAS**, the authenticated copies of plans of the Flat/Shop agreed to be purchased by the Purchaser have been **annexed and marked as Annexure-D;**

**AND WHEREAS** the VENDORS have decided to form an Association of Flat/Shop Owners of the buildings on the said project land, and accordingly a Deed of Declaration will be registered under the provisions of Maharashtra Apartment Ownership Act. The PURCHASER has read the said Deed of Declaration, and explicitly agrees to abide by the same and the Bye Laws appended thereto and also the rules framed under the said Act. The PURCHASER also agrees to abide by any changes/amendments as may be done in the Deed of Declaration/Bye Laws and any instructions as may be given by the VENDORS till the formation of the Association and thereafter by the Association.

**AND WHEREAS**, the VENDORS have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS**, the Purchaser has applied to the VENDORS for purchase of Flat No. ____, on the _____ Floor in, Wing __ being constructed on the said Project Land;

**AND WHEREAS**, the carpet area of the said Flat is ___ Sq. Mts. Net Carpet Area; (Refer Schedule B). "Carpet Area" means the net usable floor area of the Flat/Shop (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant, if any, to the said Flat/Shop for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the Flat.

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents the Purchaser has paid to M/s Sandeep Dwellers Pvt. Ltd. (Vendor-2) as instructed by the VENDORS to pay all sums in the name of the Vendor No. 2 and accepted by the purchaser, a sum of Rs. _____/- (Rs. _____ only), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the VENDORS to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the VENDORS hereby admits and acknowledges) and the Purchaser has agreed to pay to M/s Sandeep Dwellers Pvt. Ltd. (Vendor-2) the balance of the sale consideration in the manner hereinafter appearing;

**AND WHEREAS**, under section 13 of the said Act the VENDORS are required to execute a written Agreement for sale of said Flat/Shop with the Purchaser, 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 VENDORS hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/Shop.

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

**1.** THAT, the aforesaid Project consists of 4 (Four) Multistoried Building, named as WING 1, WING 2, WING 3 & WING 4, each building consisting of Ground Floor plus 7 (Seven) upper floors and club house with garden, constructed/to be constructed on ALL THAT Piece and Parcel of land admeasuring 8168.23 Sq. Mts., bearing Khasra No. 18/1, City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur. The Buildings consist of Covered Parking with Staircases, Lift Lobby, Society Office, Fitness Center, some Shops and common washrooms on the Ground Floor etc., and Residential Flats on the upper floors, all to be constructed by the VENDORS on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time. The undivided proportionate share of land for Flats/Shops shall be from ALL THAT Piece and Parcel of land admeasuring 8,168.23 Sq. Mts., bearing Khasra No. 18/1, City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur, and the PURCHSAERS of Flats/Shops shall jointly form a society to be named and styled as **"SDPL AASHRAY DABHA-2 APARTMENTS CONDOMINIUM"**.

**1.a** i) The Purchaser hereby agrees to purchase from the and the VENDORS, and the VENDORS hereby agrees to sell to the Purchaser Flat No. ___ having carpet area admeasuring ____ Sq. Mts. Net Carpet Area along with the attached Open Balcony admeasuring ____ Sq. Mts., on the _____ Floor in the Wing __ (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked **Schedule B** for the total sale consideration of Rs. _____/- (Rs. _____ Only) which includes:

i) Rs. _____/- towards cost of Flat/Shop and the proportionate price of the common areas, facilities, undivided proportionate share of land and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas

and facilities which are more particularly described in the **Second Schedule** annexed herewith.

ii) Rs. NIL/- towards the cost of allotted covered parking space bearing No. NIL situated at Stilt and open space around the building. The Purchaser hereby agrees that if no Parking slot, Covered or Open has been allotted to him/her, and he/she agrees that he/she will not claim any right towards the same.

iii) Besides above the Purchaser also agrees to pay to the VENDORS the amounts as mentioned in the Clause No. 9.5.

**1.b** Thus the total aggregate consideration amount for the said Flat/Shop including Covered Parking Space, if any is Rs. _____/- (Rs. _____ only).

**1.c** The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment to the VENDOR No.2 and hereby agrees to pay to the VENDOR No.2 the balance amount of Rs. _____/- (Rs. _____ Only) in the following manner:

i) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of execution of this Agreement/ in the month of Booking.

ii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of start of the Foundation of the WING in which the said Flat/Shop is located.

iii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the Foundation/Plinth of the WING in which the said Flat/Shop is located.

iv) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 1st slab of the WING in which the said Flat/Shop is located.

v) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 2nd slab of the WING in which the said Flat/Shop is located.

vi) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 3rd slab of the WING in which the said Flat/Shop is located.

vii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7

days from the date of completion of the 4th slab of the WING in which the said Flat/Shop is located.

viii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 5th slab of the WING in which the said Flat/Shop is located.

ix) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 6th slab of the WING in which the said Flat/Shop is located.

x) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the 7th slab of the WING in which the said Flat/Shop is located.

xi) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the Roof slab of the WING in which the said Flat/Shop is located.

xii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the brick work of the said Flat/Shop.

xiii) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of the Plaster of the said Flat/Shop.

xiv) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 within 7 days from the date of completion of Finishing Work as may be prescribed in the Agreement of sale of the WING in which the said Flat/Shop is located.

xv) Rs. _____/- (Rs. _____ only) agreed to be paid by the Purchaser to the VENDOR No. 2 against and at the time of handing over of the possession of the Flat/Shop.

**Rs. _____ (Rs. ___ Lakh _____ Thousand _____ Hundred and _____ Only)**

**1.d** The above-mentioned total price/consideration includes Taxes (consisting of tax paid or payable by the VENDORS) by way of GST at current rate of 1% (5% for shop). However, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the carrying out the construction of the Project payable by the VENDORS up to the date of handing over the possession of the said Flat/Shop will be borne by the PURCHASER over and

above the contracted amount. The Purchaser specifically agrees to pay to the VENDORS all such Taxes & Insurance Premium simultaneously with the payment of each installment.
The Purchaser agrees to pay the difference in case any of the taxes like Service Tax, VAT, GST, or any other Tax or premiums, whether included or excluded in the total price are increased prospectively or retrospectively with respect to the said Flat/Shop after the date of execution of this Agreement and shall always keep the VENDORS indemnified against the same.

**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 VENDORS 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 VENDORS 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. The VENDORS will charge the Purchaser separately for any upgradation/changes specifically requested or approved by the Purchaser in fittings, fixtures and specifications and any other facilities which have been done on the Purchasers request but which have not been agreed upon herein or shown in the website of the registered authority.

**1.f** THAT the VENDORS shall be exclusively 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 Flat/Shop 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 VENDORS.

**1.g** THAT during the period of building construction the Purchaser with Two days advance intimation in writing, to the VENDORS, and after receiving the consent of the VENDORS in writing, 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** The VENDORS may allow, at his sole discretion, a rebate for early payments of instalments payable by the Purchaser to the VENDORS by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the VENDORS.

**1.i** THAT the VENDORS shall confirm the changes in the final Carpet Area (if any) that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Buildings 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 VENDORS. If there is any reduction in the carpet area beyond the defined limit, then the VENDORS 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 VENDORS 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.j** The Purchaser do hereby authorizes the VENDORS 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 VENDORS may at their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the DEVELOPER to adjust her/his payments in any manner.

**2.1** THAT the VENDORS 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 Flat/Shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat/Shop. Notwithstanding anything to the contrary contained herein, the allottee shall not be entitled to claim possession of the said Flat/Shop until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said Flat/Shop to the VENDORS and has paid the necessary maintenance amount/deposit, GST, service tax, vat, premium, charges and other taxes payable under this agreement for the said Flat/Shop to the VENDORS.

Howsoever for the purpose of defect liability on the VENDORS, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves the VENDORS from the same.

**2.2** THAT time is essence for the VENDORS as well as the Purchaser. The VENDORS shall abide by the time schedule for completing the project and handing over the Flat/Shop 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDORS as provided in clause 1 (c) herein above. **("Payment Plan")**.

**3.** The VENDORS hereby declares that the Floor Space Index available as on date in respect of the project land is 20100.288 Sq. Mts. only and VENDORS reserves the right to plan and utilize additional Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDORS have disclosed the

Floor Space Index of 16213.486 Sq. Mts. For the project land as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flats/Shops to be carried out by the VENDORS by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDORS only. For further clarification it is specifically understood and agreed by the Purchaser that the percentage and proportion of the undivided share in the said plot of land agreed, to be purchased by her/him shall be subject to the proportionate reduction in case some additional floors/Flats/Shops are constructed thereon and under such circumstances the prospective buyers of such Flats/Shops shall have all interest and rights in the common areas and facilities provided in the said scheme including the right to use the staircase etc. Further, in case at any time during the construction of the Scheme or at any time in future after completion of Construction, the authorities permit transfer of TDR/FSI, then the VENDORS shall be at liberty to load the same on the said Project in line with the rules framed by the concerned authorities and the Purchaser shall have no objection to the same.

**4.1** If the VENDORS fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser, the VENDORS agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules, 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 VENDORS, interest at the rate stipulated by Rules, on all the delayed payments which become due and payable by the Purchaser to the VENDORS under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the VENDORS.

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

Provided that, VENDORS shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the VENDORS 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 VENDORS shall refund to the Purchaser, subject to deduction by way of liquidated damages an amount equal to 20 % of the total consideration amount or a minimum sum of Rs. 1,00,000/- (Rupees One Lakh) Only, whichever is higher, plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Flat/Shop which may till then have been paid by the Purchaser to the VENDORS.

**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 VENDORS in the said building and the Flat/Shop as are set out in **Annexure 'E', annexed hereto**.

**6.** The VENDORS shall give possession of the Flat/Shop to the Purchaser on or before 31st day of January 2027, but subject however to grant of necessary electric and water connections or supply and also subject to the Government restrictions, force majeure, 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 VENDORS any other reasonable cause and the Purchaser agrees 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 VENDORS. If the VENDORS fails or neglects to give possession of the Flat/Shop to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the VENDORS shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat/Shop with interest at the same rate as mentioned in the clause 4.1 herein above from the date the VENDORS received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDORS shall not deliver the actual physical possession of the said Flat/Shop 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, Service Tax, VAT etc. are paid by the Purchaser in full to the VENDORS hereto.

Provided further that the VENDORS shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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 thereof including Occupancy Certificate/Completion Certificate.

**7.1** Procedure for taking possession– The VENDORS 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 Flat/Shop 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 VENDORS shall give possession of the said Flat/Shop to the Purchaser. The VENDORS agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDORS. The Purchaser agree(s) to pay the maintenance charges as determined by the VENDORS or Association of Purchasers, as the case may be.

**7.2** THAT the Purchaser hereby agrees not to occupy the said Flat/Shop without prior written permission of the VENDORS else Purchaser shall be treated as a trespasser.

**7.3** THAT the VENDORS 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, Service Tax, VAT, Sales Tax and all other Taxes and Cesses if applicable, that may be levied and payable at the time of Registration from the Purchaser, the VENDORS 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/Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed in writing 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 Flat/Shop chosen by the Purchaser to the VENDORS.

**7.4** 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 Flat/Shop chosen by Purchaser in the 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 Flat/Shop Owners for the purpose of maintenance.

**7.5** Failure of Purchaser to take Possession of Flat/Shop: Upon receiving a written intimation from the VENDORS as per clause (7.1) the Purchaser shall take possession of the Flat/Shop from the VENDORS by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the VENDORS shall give possession of the Flat/Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the VENDORS or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

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

**7.7** If within a period of five years from the date of receipt of the Occupancy Certificate, the Purchaser brings to the notice of the VENDORS any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDORS at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the VENDORS, compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of said Flat, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the VENDORS shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any changes or modifications to the specifications are affected at the request of the Purchaser, then the defect Liability will not be applicable to such modified specification items. Similarly, if the Purchaser has made modifications, changes or repairs and alterations to the Flat/Shop resulting in damages of any nature, then under such circumstances the VENDORS shall not be liable for make good of the defect.

**8.1** The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use. He shall use the parking space only for purpose of keeping or parking vehicle. In the similar manner the Purchaser of Shop shall use the same as a Shop but not for any immoral or illegal activities.

**8.2** THAT it is understood by the Purchaser that the VENDORS shall be entitled to display any type of Board, signs, banners etc. on any exterior part of buildings constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The VENDORS shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the VENDORS.

**9.1** That the VENDORS have decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and accordingly will execute a Deed of Declaration. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970, as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto, and as such shall always remain binding upon the Purchaser and her/his/their successors in title.

**9.2** THAT the Purchaser agrees to incorporation of 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/Shop 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 Buildings shall be for common use of all the Flat/Shop 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 Flat/Shop Owner or Owners.

**9.4** The VENDORS shall, within 18 (Eighteen) Months from the date of dedication of the said project land to the provisions of The Maharashtra Apartment Ownership Act, or after receiving the Occupancy/Completion certificate, whichever is later, shall arrange to transfer the said Association of Flat/Shop Owners, all the rights, titles and the interest of the VENDORS and/or the owners in the said structure of the Buildings in which the said Flat/Shop is situated.

**9.5** Within 15 days after notice in writing is given by the VENDORS to the Purchaser that the Flat/Shop 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 Flat) 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 monthly contribution of Rs. ___ per month

towards the outgoings. The Purchaser also agrees to pay an amount of Rs. 5,000 as deposit towards the Society Deposit Charges to the VENDORS before possession. The said amount shall not carry any interest and will remain with the VENDORS until the execution of conveyance as stated above and the VENDORS shall be entitled to deduct such amount if any incurred on the said building after the conveyance is executed. On the execution of conveyance, the aforesaid deposits after deducting the proportionate share and arrears if any shall be transferred in the name of the Flat/Shop Owners Association.

**10. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**:

The VENDORS hereby represents and warrants to the Purchaser as follows:

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

iii. 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;

iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said buildings/wings are valid and subsisting and have been obtained by following due process of law;

v. The VENDORS have 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/Shop which will, in any manner, affect the rights of Purchaser under this Agreement, and The VENDORS have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vi. The VENDORS hereby confirms that they are not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser in the manner contemplated in this Agreement;

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

viii. At the time of execution of the Sale Deed of the Flat/Shop in favor of the Purchaser, the VENDORS have shall handover lawful, vacant, peaceful, physical possession of the Flat/Shop to the PURCHASER;

ix. The VENDORS have 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.

x. 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 project land) has been received or served upon the VENDORS in respect of the project land and/or the Project except those disclosed in the title report.

xi. THAT the VENDORS shall not be liable or responsible for loss or damage caused to the said Flat/Shop or to the entire building due to natural calamities like flood, earthquake, lightning, cyclone etc., nor shall be responsible for cause of damage due to public disturbances like riots.

**11.** The Purchaser with intention to bring all persons into whosoever hands the Flat/Shop may come, hereby covenants with the VENDORS as follows:

i. To maintain the Flat/Shop at the Purchaser's own cost in good and tenantable repair and condition from the date of possession of the Flat/Shop and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
ii. That even after taking over the actual possession of the Flat/Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the VENDORS in any way in carrying on and completing the work of other Flats in the said building and keeping building materials on the available open land.
iii. Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
iv. That the Purchaser may have pet/s in his/her Flat, but the Purchaser shall ensure that no pet/s is left open unattended in any common areas and so also the pets do not litter in any commons areas and further the pet/s should not cause any nuisance or disturbance to the other occupiers of the project.
v. To carry out at her/his own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the VENDORS to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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.
vi. Not to demolish or cause to be demolished the Flat/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building in which the Flat/Shop 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/Shop without the prior written permission of the VENDORS and/or the Association of the Flat/Shop Owners.
vii. Not to do or perform any activity, which will result in damages to the said Flat/Shop 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.
viii. 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/Shop is situated

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

ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.

x. Shop owners shall not create any opening or install any of its items including air conditioners, Air coolers etc. on the walls facing the common areas of the residential wings.

xi. Shop owners shall not put any material/s out of the shop in the open area in front of the shop and shall also not permit any of its customers who are not the member/s of the society to use any of the common and open areas of the buildings.

xii. To Pay to the VENDORS within fifteen days of demand by the VENDORS, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat/Shop is situated.

xiii. 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 Flat/Shop by the Purchaser for any purposes other than for purpose for which it is sold.

xiv. Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Purchaser to the VENDORS under this Agreement are fully paid up.

xv. Shall observe and perform all the rules and regulations which the Association of the Flat/Shop 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 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 Flat/Shop Owners regarding the occupancy and use of the Flat/Shop 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.

xvi. Till handing over the management of said Building maintenance to the Association of Flat/Shop Owners for all phases of the Project Land, the Purchaser shall permit the VENDORS 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.

xvii. In case some of the Flats in the said Project remains unsold, even after completion of the same, then the VENDORS shall bear and pay the regular Maintenance Charges payable for such unsold Flats.

xviii. That the Purchaser agrees that he/she shall not erect any superstructure either temporary or permanent upon the available open land of the said plot or on the top of the Building or on the Terrace of the said Building without written permission from the VENDORS and its Consultants.

xix. THAT notwithstanding anything contained hereinabove the allocated covered Parking Place shall be exclusively used by only those Flat/Shop Owners to whom the same has been allotted by Serial No. The Purchaser further agrees that he will not challenge any allotment of any parking space made by the VENDORS to any other Purchaser/s. Though, the purchaser has been given the right of exclusive use of the car parks and the purchaser agrees that if for any reason it be held that allotment of the Car Park herein to the Purchaser by the VENDORS is not permissible, then the Purchaser shall

not be entitled to ask for refund of any amount or compensation as price herein agreed to is only for the flat/shop and allotment is made for beneficial enjoyment of the same. The Purchaser agrees that in case if the layout is changed/modified and the parking place if any allotted to the Purchaser is changed, the same shall be accepted by the Purchaser without raising any objection/claim. Likewise, the Terraces attached/allotted to various Flats/Shops will be exclusively used by the Flat/Shop Owners to whose Flat/Shop the same have been provided.

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

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

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

**15.** After the VENDORS execute this agreement, he shall not mortgage or create a charge on the Flat/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat/Shop.

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

**17. ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment

letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/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 Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop 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.

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/Shop in the said Project.

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

**23. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the VENDOR, either directly or through power of attorney, and DEVELOPER through its authorized signatory at the VENDORS Office, or at some other place, which may be mutually agreed between the VENDORS and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the VENDORS or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

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

**25.** That all notices to be served on the Purchaser and the VENDORS as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or

the VENDORS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser
_____ (Purchaser's Address)
Notified Email ID: _____

**Smt. Jaya Rajesh Kedia**
**M/S. SANDEEP DWELLERS PRIVATE LIMITED,**
3 B, "Gulmohar", Temple Road, Civil Lines, Nagpur – 440 001.
Notified Email ID: info@sandeepdwellers.com

It shall be the duty of the Purchaser and the VENDORS 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 VENDORS or the Purchaser, as the case may be.

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

**27. STAMP DUTY AND REGISTRATION:** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser. As per the information declared along with the documents attached by the purchaser and the income certificate issued by the Tehsildar, it is certified that the beneficiary falls in Economically Weaker Section (EWS) category as per Pradhan Mantri Awaas Yojana for the purposes of concession in Stamp Duty of Rs. 1,000/- only as per Government of Maharashtra Notification dated 31.03.2018. In case any of the information is found to be not true, the purchaser shall be liable to pay the whole of the stamp duty and penalty, if any, as if there was no reduction in stamp duty from the beginning.

**28. 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.

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

**30. POWER OF ATTORNEY:** That the power of attorney to present the document for registration/ admission, execution & verification by principal executants of Power of Attorney has not been cancelled for any reason whatsoever & that none of the executants of power of attorney are dead. Aforesaid power of attorney is completely valid and the present executant, on behalf of the VENDORS is competent enough to execute the present sale deed or any other acts mentioned in the aforesaid Power of Attorney. That the Power

of Attorney holder is aware of the fact that of any statement is found to be false therein, he shall be liable for prosecution u/s 82 of Registration Act, 1908.

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

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

## FIRST SCHEDULE ABOVE REFERRED TO (THE PROJECT LAND)

ALL THAT Piece and Parcel of land admeasuring 8,168.23 Sq. Mts., bearing Khasra No. 18/1, City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur and bounded as under:

| | | |
|---|---|---|
| ON THE EAST | : | Khasra No.19 / 12m Internal Road |
| ON THE WEST | : | Khasra No.29 |
| ON THE NORTH | : | 9Mt Road & Kh.No.24 |
| ON THE SOUTH | : | Khasra No.18/2 |

## SECOND SCHEDULE ABOVE REFERRED TO

**[Here set out the nature, extent and description of common areas and facilities.]**

COMMON AREAS AND FACILITIES FOR RESIDENTIAL UNITS SITUATED ON THE RESPECTIVE PLOTS OF LAND:

(i) Compound wall with gates.
(ii) Foundations and outer wall, R.C.C column beams of the buildings.
(iii) Well / Bore well with electric meter, pump and fittings.
(iv) Underground water storage sump with pump, electric motor switch, starter and fittings.
(v) Electric underground cable to the buildings.
(vi) Electric wiring networks throughout the respective buildings along with electric meters.
(vii) Water connection from well / borewell / NMC to underground storage sump and from there to overhead water tanks and from overhead water tanks to respective Units.
(viii) Plumbing works throughout the buildings.
(ix) Sanitary and waste pipe line, manholes and fittings, Electric connections in the open land and for security lights, parking areas, common parking areas, common toilets.
(x) Sewerage lines up to the sewerage main line.
(xi) Overhead water tanks and fittings.
(xii) Open parking area.
(xiii) Staircases with landings and passages of the Building.
(xiv) Lifts: One Automatic 8 passenger capacity Lift per BUILDING.
(xv) Power Backup: Back Up Generator for Lift, pump and lights in common areas.
(xvi) Common Areas: Well-designed entrance lobby and good landscaping at ground level. Paved / Concrete flooring.
(xvii) Common Rooms: Society Office & Fitness Centre on Ground floor.
(xviii) Security: CCTV Surveillance on Ground Floor.
(xix) Firefighting: Arrangements as per statutory requirements.

(xx) Club House: One Club house with hall and recreational room and garden and fitness centre in the open space (Shop Owners shall not be entitled to use the same)

COMMON AREAS AND FACILITIES FOR CONVENIENT SHOPINNG UNITS SITUATED ON THE RESPECTIVE PLOTS OF LAND:

(i) Marginal Space in front of the Shops on the respective Plots, however they shall not claim any exclusive right over the same.

**SCHEDULE 'A'**

THE UNDIVIDED __ % share and interest in ALL THAT Piece and Parcel of land admeasuring 8,168.23 Sq. Mts., bearing Khasra No. 18/1, City Survey No. 260, Sheet No. 45, 48, Ward No. 68, situated at Dabha, Nagpur (City) within the limits of Nagpur Municipal Corporation, Tehsil & Distt. Nagpur, together with ALL THAT R.C.C. Superstructure comprising Flat No. _____ on the _____ Floor of Wing 1, in the Complex to be known and styled "SDPL AASHRAY DABHA - 2 CONDOMINIUM" on the aforesaid Plot of land covering a Carpet admeasuring ___ Sq. Mts. Net Carpet Area along with the attached Open Balcony admeasuring ___ Sq. Mts., and Parking No. NIL (more particularly described in the floor plan as per Schedule –B).

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

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

Drafted by A. S. Mehadia, Adv.

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 | | | **(JAYA RAJESH KEDIA) THROUGH POWER OF ATTORNEY HOLDER GAURAV ASHOK AGARWALA** **VENDOR NO.1** |
| 02 | | | **FOR M/S. SANDEEP DWELLERS PRIVATE LIMITED** **(GAURAV ASHOK AGARWALA)** **Authorised Director** **VENDOR NO.2** |

| | | | |
|---|---|---|---|
| **03** | | | **(  )**<br>**PURCHASER** |
| **04** | | | **(  )**<br>**PURCHASER** |
| **WITNESSES :-** | | | |
| **01** | | | **(_____)**<br>**WITNESS NO.1** |
| **02** | | | **(_____)**<br>**WITNESS NO.2** |