AGREEMENT TO SALE FOR RS. _____/- ONLY

(_____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. _____/- ONLY

THIS **AGREEMENT OF SALE** is made on this _____ Day of _____**,** _____ BETWEEN:

(1) **M/S**. **INTEGRATED INFRACON (PAN - AAJF'3808B),** A partnership firm, having office at -Sugat Nagar Square, Ring Road, Jaripatka, Nagpur-440 014.Acting through and represented by partner/s -

SHRI ANIL S/O. TARACHAND WADHWANI Aged about 48 years, Occupation - Business, R/o. 11, Uday Lawn Square, Jaripatka, Nagpur-440 014.

SHRI RAJESH S/o. MULCHAND BATWANI,Aged about46 years, Occupation - Business, R/o. 28, Jaripatka, Nagpur - 440 014.

Hereinafter called the "VENDOR/ PROMOTER PARTY", which expression shall unless, Tashil and District Nagpur, Which Expression shall Unless repugnant to the context or meaning thereof, always mean and include the said "FIRM and its PARTNERS", as well as, their legal representatives, Liquidators, executors, administrators, successors and assigns of the **FIRST PART.**

AND

_____**,** Aged about _____ Years, Occupation - Business, Income Tax Permanent Account No. _____ Resident _____, 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 **SECOND PART.**

WHEREAS, the Vendor/Promoter Party hereinabove named is an exclusive, absolute and full Owner of the property comprising All that piece and parcel of non-agricultural land bearing Plot No. 19 and 20, containing by admeasurement 1820.88 Sq. Mtrs. under Pachpaoli Housing Accommodation Scheme, out of Unit No.01 CTS/C.S. No. 65 situated at Hansapuri, Municipal corporation house No. 657 and 657/A respectively, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil: Nagpur, District: Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District-NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***

The property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' and the Vendor/Promoter Party has acquired the plot in the following manner:-

WHEREAS; the previous owners were absolute owner and in possession of ALL THAT piece and parcel of land bearing plot No. 19 admeasuring 910.44 Sq. m. (9800 Sq. Ft.), under Pachpaoli Housing Accommodation Scheme, out of Unit No. 01, city survey No. 65, of Mouza – Hansapuri, corresponding to municipal corporation house No. 657, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur, having purchased the same from 1. Smt. Gangabai Prabhu Madnani, 2. Shri Kishor Prabhu Madnani, 3. Shri Ashok Prabhu Madnani and 4. Smt. Reshma Jaikishan Harchandani as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, at serial No. 663 in book No. A1 from pages 148 to 153 of volume No. 171 corresponding to registration entry No. 00490 dated 29/05/1998.

AND WHEREAS; originally, the said plot No. 19 was granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, on heritable, transferable and renewable lease hold rights basis in favour of Shri Prabhu Govindram Madnani in revenue case No. 3/NAA-48/1977-78 for a period of 30 years commencing from 01/04/1975 and ending on 31/03/2005, as per Indenture of Lease dated 21/08/1987.

AND WHEREAS; later, said Shri Prabhu Govindram Madnani left for his heavenly abode leaving behind him, his wife, Smt. Gangabai Prabhu Madnani, two sons, Shri Kishor Prabhu Madnani & Shri Ashok Prabhu Madnani and one daughter, Smt. Reshma Jaikishan Harchandani, as his only legal heirs as such the said plot No. 19 devolved upon his legal heirs by way of intestate succession. Consequently, the said property was purchased by the previous owners M/S. SHIV WOOD INDUSTRIES through its partners as referred above.

AND WHEREAS; after the demise of one of the partners of M/s. Shiv Wood Industries, namely Shri. Vishnu Sitaram Agrawal on 05/02/2015, his share and interest in the said plot No. 19 devolved upon his wife, Smt. Manju Vishnu Agrawal, his son Shri Roopesh Vishnu Agrawal and married daughter Smt. Rakhi Ashish Halalka, accordingly, their names came to be muted and recorded in City Survey Property Card, however, later on Smt. Rakhi Ashish Halalka has relinquished and released her share and interest in the said property in favour of her mother and brother as per relinquishment deed duly registered in the office of Sub-Registrar, Nagpur, bearing Serial/Registration No. 4498 dated 10/07/2015 and her name came to be deleted as per property card.

AND WHEREAS; the lease hold rights of the said plot No. 19 granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, has been renewed/extended in favour of Shri Vishnu Sitaram Agrawal and Smt. Manju Vishnu Agrawal in revenue case No. 239/NAA-48/2009 for a period of 30 years commencing from 01/04/2005 and ending on 31/03/2035, as per Indenture of Lease Deed duly registered in the office of Sub Registrar, Nagpur – 3, bearing serial/registration No. 822/2009 dated 09/03/2009, having further renewal clause therein.

AND WHEREAS; previous owner was sole and absolute owner and in possession of ALL THAT piece and parcel of land bearing plot No. 20 admeasuring 910.44 Sq. m. (9800 Sq. Ft.), under Pachpaoli Housing Accommodation Scheme, out of Unit No. 01, city survey No. 65, of Mouza – Hansapuri, corresponding to municipal corporation house No. 657/A, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District – Nagpur, having purchased the same from 1. Smt. Gangabai Prabhu Madnani, 2. Shri Kishor Prabhu Madnani, 3. Shri Ashok Prabhu Madnani and 4. Smt. Reshma Jaikishan Harchandani as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, at serial No. 664 in book No. A1 from pages 154 to 159 of volume No. 171 corresponding to registration entry No. 00491 dated 29/05/1998.

AND WHEREAS; originally, the said plot No. 20 was granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, on heritable, transferable and renewable lease hold rights basis in favour of Shri Prabhu Govindram Madnani in revenue case No. 4/NAA-48/1977-78 for a period of 30 years commencing from 01/04/1975 and ending on 31/03/2005, as per Indenture of Lease dated 21/08/1987.

AND WHEREAS; later, said Shri Prabhu Govindram Madnani left for his heavenly abode leaving behind him, his wife, Smt. Gangabai Prabhu Madnani, two sons, Shri Kishor Prabhu Madnani & Shri Ashok Prabhu Madnani and one daughter, Smt. Reshma Jaikishan Harchandani, as his only legal heirs as such the said property devolved upon his legal heirs by way of intestate succession. Consequently, the said plot No. 20 was purchased by the previous owner as referred above.

AND WHEREAS; the lease hold rights of the said plot No. 20 granted by Government of Maharashtra through Collector/Nazul Officer, Nagpur, has been renewed/extended in favour of Shri Sunil Gopaldas Agrawal and Smt. Kavita Sunil Agrawal in revenue case No. 241/NAA-48/2009 for a period of 30 years commencing from 01/04/2005 and ending on 31/03/2035, as per Indenture of Lease Deed duly registered in the office of Sub Registrar, Nagpur – 3, bearing serial/registration No. 821/2009 dated 09/03/2009, having further renewal clause therein.

WHEREAS the previous owners namely M/S. SHIV WOOD INDUSTRIES through partners Through its partners, i. SMT. MANJU W/O. VISHNU AGRAWAL ii. SHRI ROOPESH S/O. VISHNU AGRAWAL & M/S. GANESH WOOD PRODUCTS Through its partners SHRI SUNIL S/O. GOPALDAS AGRAWAL & SMT. KAVITA W/O. SUNIL AGRAWAL jointly sold the entire property ALL THAT PIECE & PARCEL of Plot No. 19 and 20, containing by admeasurement 1820.88 Sq. Mtrs. under Pachpaoli Housing Accommodation Scheme, out of Unit No.01 CTS/C.S. No. 65 situated at Hansapuri, Municipal corporation house No. 657 and 657/A respectively, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil: Nagpur, District: Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District-NAGPUR to the PROMOTERS herein i.e. **M/S**. **INTEGRATED INFRACON** through its

partners herein by way of transfer/sale deed which is duly registered at the office of the Sub-Registrar Nagpur-1 at serial no.4355 on 03-06-2022.

WHEREAS the Vendor is in possession of the project land and the Promoter party is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

WHEREAS, the Promoter party has proposed to construct on the project land 1 (One) Building, having 1 Basement Floor, Ground Floor for Parking and 19 Upper Floors consisting of total 76 self contained separate Apartments therein.

WHEREAS, the Promoter party has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

WHEREAS, on demand from the Purchaser, the Promoter party has 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 Promoter Party's Architects Arc. Lokesh Kadu 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 Promoter Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Promoter Party to sell the same on ownership basis. The Purchaser hereby confirms that the Promoter Party 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 Promoter Party;

WHEREAS, the Promoter Party had applied the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and has received registration vide **Certificate No.** _____

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

WHEREAS, the authenticated copies of Specifications of the Apartment and Specification of Building agreed to be purchased by the Purchaser have been annexed and marked as **Annexure-D and Annexure-E** respectively **AND** ;

WHEREAS the Purchaser being desirous of owning an apartment for his/her/it Residential use in the said Multistoried building with heritable and transferable rights therein has approached the Vendor and expressed his/her/there desire and willingness to purchase the **Undivided** ____ **Percent** share and interest in the said All that piece and parcel of immovable property being, of Plot No. 19 and 20, containing by admeasurement 1820.88 Sq. Mtrs. under Pachpaoli Housing Accommodation Scheme, out of Unit No.01 CTS/C.S. No. 65 situated at Hansapuri, Municipal corporation house No. 657 and 657/A respectively, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil: Nagpur, District: Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District-NAGPUR TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No.** _____ **situated** on _____ **Floor** of a building constructed thereon and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchasers have also specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire cost of undivided share in land and cost of construction thereof to the Vendor upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. THAT, the aforesaid Project consists of a Multisoried Building consisting of Basement Floor, Ground Floor and 19(Nineteen) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a i) The Purchaser hereby agrees to purchase from the Promoter Party and the Promoter Party hereby agrees to sell to the Purchaser **Apartment No.** _____ of having **Carpet area of** _____ **Sq. Mtrs.** on the _____ **Floor** in the Building known as styled as **"_____'** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures B** for the total sale consideration of **Rs.** _____**/- (RUPEES** _____ **ONLY)** which includes :

i) Rs. ___, 00,000/- towards cost of Apartment,

iii) Rs. _____/- being the proportionate price of the common areas, facilities 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.

iv) No Allotted Parking/ No's Alloted Parking.

1.b Thus the total aggregate consideration amount for the said Apartment **excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is Rs. _____/-.**

Commented [A1]: ADDED

1.c ***The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-***

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) 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.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said

Apartment. The Purchaser specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. 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 as may be applicable) etc. simultaneously with the payment of each installment.

Commented [A2]: ADDED

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 Promoter Party and to credit the same in the appropriate account of Income Tax Department.

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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 Promoter Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the Promoter Party 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 Promoter Party.

Commented [A4]: ADDED

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Promoter Party, 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.

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1.h THAT, the Promoter Party 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 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit then Promoter shall refund the excess money paid by Purchaser within 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 Promoter 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.

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

2.1 THAT, the Promoter Party 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 Promoter Party as well as the Purchaser. The Promoter Party 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 Promoter Party as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Promoter Party hereby declares that the Floor Space Index available as on date @_____ in respect of the project land is _____ Square Meters only as per 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 Promoter Party has disclosed the Floor Space Index of _____ 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 Promoter Party by utilizing the proposed FSI if any

and on the understanding that the declared proposed FSI shall belong to Promoter Party only.

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

4.2 Without prejudice to the right of Promoter Party 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 Promoter Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter Party shall at his own option, may terminate this Agreement:

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

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 Promoter Party in the said building and the Apartment as are set out in ***Annexure 'C', annexed hereto***.

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

Provided further that the Vendor/Promoter Party 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 etc. are paid by the Purchaser in full to the Promoter Party hereto.

Provided further that the Promoter Party 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 or any pandemic situation like COVID-19 etc ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession – The Promoter Party 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 or through email, the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 3 months (Three Months) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Purchaser. The Promoter Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter Party or Association of Purchasers, as the case may be.

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

7.3 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Promoter Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Promoter Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter Party shall give possession of the Apartment 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 Promoter Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter Party, compensation for such defect in the manner as provided under the Act.

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.

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

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

Commented [A7]: ADDED

7.8 THAT the Vendor/Promoter Party 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 Vendor/Promoter 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 Promoter Party.

7.9 In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party 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.

Commented [A8]: ADDED

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

Commented [A9]: ADDED

Commented [A10]: ADDED

The Purchaser shall use the Apartment 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.

8.2 THAT it is understood by the Purchaser that the Promoter Party 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 Promoter Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

Commented [A11]: ADDED

9.1 That the Promoter Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. 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.

Commented [A12]: ADDED

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 interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

Commented [A13]: ADDED

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.

Commented [A14]: ADDED

9.4 The Promoter Party shall, within 3 (THREE) Months from the date possession date or from the date execution of sale deed the right, title and the interest of the Vendor/ Promoter Party and/or the dedicate the property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all owners in the said structure of the Building in which the said Apartment is situated. The Promoter shall not be held responsible for any delay on behalf of the association members for providing relevant information of members, executive body, Adhoc-committee members, bank account opening of association etc etc and for non-co-operation of members due to any reason whatsoever.

9.5 Within 15 days after notice in writing is given by the Promoter Party 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 Association is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter Party 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 Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings from the date of possession/Sale deed & shall be deducted from the association deposit/corpus fund of members for the amount paid by the developer. The amounts so paid by the Purchaser to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.

9.6 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.7 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

10. The Purchaser shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY:

The Promoter Party hereby represents and warrants to the Purchaser as follows:

i. The Promoter Party 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 Promoter Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the

Promoter Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

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

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

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

Commented [A15]: ADDED

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

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

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

13. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter Party 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 Promoter Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Promoter Party 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 Promoter Party 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 Promoter Party 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 Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water,

electricity or any other service connection to the building in which the Apartment is situated.

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 Promoter Party under this Agreement are fully paid up.

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 handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Promoter Party 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 Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.

xiv. The Purchaser shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Purchaser/s have deemed to be done the work at his/her/their respective consequences and liability.

14. The Promoter Party shall maintain a separate account in respect of sums received by the Promoter Party 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.

15. 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 Promoter Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

16. 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.

Commented [A16]: ADDED

17. After the Promoter Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

. **18.** **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Promoter Party does not create a binding obligation on the part of the Promoter Party 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 Promoter Party. If the Purchaser(s) fails to execute and deliver to the Promoter Party 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 Promoter Party, then the Promoter Party 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.

19. **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.

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

21. **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.

22. 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.

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

24. 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.

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

26. The Purchaser and/or Promoter Party 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 Promoter Party will attend such Office and admit execution thereof.

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

MR._____
MRS._____
(Name of Purchaser)
Both R/o _____
(Purchaser's Address)
Notified Email ID : _____

M/S. **INTEGRATED INFRACON,**
(Name of Promoter Party)
Sugat Nagar Square, Ring Road, Jaripatka, Nagpur-440 014
(Address of Promoter Party)
Notified Email ID : _____

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

28. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Promoter Party 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.

29. STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSCIATION DEPOSIT : 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. Additionally the Purchaser shall bare the expenses of Rs._____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)

30. 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.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this DEED OF 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 UNDIVIDED SHARE OF _____**%** IN All that piece and parcel of non-agricultural land bearing Plot No. 19 and 20, containing by admeasurement 1820.88 Sq.Mtrs. under Pachpaoli Housing Accommodation Scheme, out of Unit No.01 CTS/C.S. No. 65 situated at Hansapuri, Municipal corporation house No. 657 and 657/A respectively, ward No. 53, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil: Nagpur, District: Nagpur. The said Plots are bounded on its four sides as under :-

TO THE EAST	:	Plot No 21
TO THE WEST	:	Plot No 19
TO THE NORTH	:	Road
TO THE SOUTH	:	Road

Note: Undivided Share in land does not include the area of covered parking in the Building scheme.

SECOND SCHEDULE ABOVE REFERRED TO
FACILITIES IN THE APARTMENT SCHEME:
COMMON AREAS

- The staircase area of the building,_ lifts, _ regular staircase, lobbies, compound wall and common entrances and exits of the building.
- Common basement/plinth, terrace area on the top, Margin area around the building and common storage spaces.
- Installation area such as electricity, water, sanitation, solar water system on terrace as per standard requirement.
- Water tanks, sumps, common area backup unit, fire equipments, ducts and all apparatus connected with installation for common use.
- Arrangement of water supply through well/ bore well.

SCHEDULE 'A'

(Description of Apartment hereby agreed to be sold)

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ covering a **Carpet Area** _____**Sq.Mtrs.** situated on the _____ **Floor** in Multistoried Building out of the entire Housing Scheme to be known and styled as "**THE EMPIRE**", with undivided share as per the FIRST SCHEDULE above and without Covered Car Parking area.

ON THE EAST -
ON THE WEST -
ON THE NORTH -
ON THE SOUTH -

SR. NO	**FINGER PRINT (LEFT THUMB)**	**PASSPORT SIZE PHOTOGRAPH**	**SIGNATURE & FULL NAME**
01			M/S. **INTEGRATED INFRACON** **(_____)** **SHRI ANIL S/O. TARACHAND WADHWANI** **VENDOR/PROMOTER PARTY**
02			M/S. **INTEGRATED INFRACON** **(_____)** **SHRI RAJESH S/o. MULCHAND BATWANI** **VENDOR/PROMOTER PARTY**
3			**(_____)** **PURCHASER**

WITNESSES :

(1) _____

(2) _____