

"AAKAR RESIDENCY"

BEFORE THE SUB-REGISTRAR OFFICE, NAGPUR

AGREEMENT TO SELL

VALUED AT Rs...../-

MARKET VALUE OF RS...../-

STAMP DUTY OF RS...../- & REGISTRATION CHARGES OF
RS...../-

MOUZA-MANEWADA,

City Survey No. 275, Sheet No.18& 10

Item No....., Page No....., Rate/- Per Sq. Mtrs.
TAHSIL NAGPUR DIST-NAGPUR

THIS **AGREEMENT TO SELL** is made on this day of 2022.

EXECUTED BY

(1) SHRI. UMESH DEVIDAS PAPADKAR, aged about 40 Years, Occupation – Service/Business, **(2) SHRI. MAHESH DEVIDAS PAPADKAR**, aged about 37 Years, Occupation – Service/Business, **(3) SHRI. YOGESH @ YOGESHWAR WAMANRAO PAPADKAR**, aged about 57 Years, Occupation – Service/Business, **(4) SHRI. PRAKASH WAMANRAO PAPADKAR**, aged about 55 Years, Occupation – Service/Business, **(5) SHRI. MAHESH DEVIDAS PAPADKAR**, aged about 37 Years, Occupation – Service/Business, **(6) SHRI. DYANESHWAR WAMANRAO PAPADKAR**, aged about 59 Years, Occupation – Service/Business, through their Power of Attorney Holder - **EVEREST BUILDERS, [PAN:- AAGFE 2756 H]**, Partnership Firm having its registered Office at Plot No.12, Shriram Nagar, Chikhali Layout Ring Road, Nagpur-440024 and having its Branch Office at Bothara Complex, Model Mill Square, Ganeshpeth, Nagpur-440032, through its Authorized Partners – **(1) SHRI. RAHUL S/O LAHUJI DESHMUKH** aged about 41 years, Occupation - Business, **[PAN:- AKSPD 0095 N, AADHAR:- 8967-8864-0751, MOB:- 9373010558]**, R/o-Plot No.12, Shriram Nagar, Nagpur-440024, **AND (2) SHRI.YUSUFBHAI S/O NAJIMUDDIN KANCHWALA**, aged about 41 years, Occupation - Business, **[PAN: AKFPK 9393 K, AADHAR:- 5240-8332-9836, Mob:- 9922802852]**, R/o - Bohara Masjiti, Itwari, Nagpur-440002, hereinafter referred to and called as the **"VENDOR/SELLER"**, which expression shall unless repugnant to the context or meaning thereof always mean and includes the said **"VENDOR/SELLER"** as well as, its liquidators, administrators, agents and assigns of the **FIRST PART:**

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IN FAVOUR OF/AND

....., aged about years, Occupation – Service/Business, R/o –, hereinafter referred to and called as the "**PURCHASER/S**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PURCHASER/S**, as well as, his/her/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART: PAN:-....., AADHAR:.....**

AND/WITH THE CONSENT OF

EVEREST BUILDERS, [PAN:- AAGFE 2756 H], Partnership Firm having its registered Office at Plot No.12, Shriram Nagar, Chikhali Layout Ring Road, Nagpur-440024 and having its Branch Office at Bothara Complex, Model Mill Square, Ganeshpeth, Nagpur-440032, through its Authorized Partners – **(1) SHRI. RAHUL S/O LAHUJI DESHMUKH** aged about 41 years, Occupation - Business, **[PAN:- AKSPD 0095 N, AADHAR:- 8967-8864-0751, MOB:- 9373010558]**, R/o-Plot No.12, Shriram Nagar, Nagpur-440024, **AND (2) SHRI.YUSUFBHAI S/O NAJIMUDDIN KANCHWALA**, aged about 41 years, Occupation - Business, **[PAN: AKFPK 9393 K, AADHAR:- 5240-8332-9836, Mob:- 9922802852]**, R/o - Bohara Masjiti, Itwari, Nagpur-440002, which expression shall unless repugnant to the context or meaning thereof always mean and includes the said "**DEVELOPER/CONFIRMING PARTY**" as well as its liquidators, administrators, agents and assigns of the **THIRD PART:**

HISTORY OF PLOT NO.20

WHEREAS, originally land bearing Plot No.20, Adm. 138.70450 Sq. Mtrs. of Mouza Manewada had purchased by Shri. Devidas Wamanrao Papadkar acting through natural guardian father Shri. Wamanrao Udebhanji Papadkar from Shri. Vinayak Wasudeorao Gorle by virtue of Sale Deed dated 19.09.1973, which is duly registered with the Sub-Registrar Office, Nagpur-1, in Book. No.1 at Sr. No. 3690.

WHEREAS, thereafter, Shri. Devidas Wamanrao Papadkar has left for heavenly abode on 11.07.1995 and after his death said property has devolved upon his legal heirs namely Smt. Hemlata Devidas Papadkar, Shri. Umesh Devidas Papadkar, Shri. Mahesh Devidas Papadkar and Smt. Megha Rajesh Kavidkar.

WHEREAS, It is submitted that, thereafter, Smt. Hemlata Devidas Papadkar also died on 13.09.1995 and after her death her name has been deleted from the record of rights.

WHEREAS, thereafter, Plot No. 20 comes under the 1900 layouts. However the NIT has regularized the same under the Maharashtra Gunthewari Development (Regularization, Up-gradation and Control) Act, 2001 and accordingly on receipt of the Regularization and

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development charges, regularized the said Plot of land vide its Permit No. 1468 Case No. 2015051313 dated 21.10.2017 and thereby the NIT has regularized plot area admeasuring 125.6520 Sq. Mtrs.

WHEREAS, Later on Smt. Megha Rajesh Kavitar (Before Marriage Name Miss Megha Devidas Papadkar) has executed General Power of Attorney dated 08.11.2019 in favour of Shri Mahesh Devidas Papadkar in respect of Undivided Share in said Property for Sale and Mortgage, etc., which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 5446.

WHEREAS, It is submitted that Smt. Megha Rajesh Kavitar (Before Marriage Name Miss Megha Devidas Papadkar) Acting through Power of Attorney Shri Mahesh Devidas Papadkar has relinquished their 1/3rd undivided share and right from the said Plot No. 20 in favour of Shri. Umesh Devidas Papadkar & Shri. Mahesh Devidas Papadkar by executing Deed of Relinquishment dt.13.12.2021, which is duly registered with the Sub-Registrar Office, Nagpur-3 in Book No. 1 at Sr. No.6805.

WHEREAS, thereafter, Shri. Umesh Devidas Papadkar & Shri. Mahesh Devidas Papadkar have entrusted development work of the said Plot No. 20 by executing Agreement of Development and Sale dated 13.12.2021 in favour of M/s Everest Builders acting through its Authorized Partners Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala and the same is duly registered with the Sub Registrar Office, Nagpur- 3 in Book No. 1 at Sr. No. 6809 on even date.

WHEREAS, In support of Development Agreement, the Land Owner/s - Shri. Umesh Devidas Papadkar & Shri. Mahesh Devidas Papadkar have executed General Power of Attorney dated 13.12.2021 in favour of Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala, which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 6810.

HISTORY OF PLOT NO.21

WHEREAS, originally land bearing Plot No.21, Adm. 138.5418 Sq. Mtrs. of Mouza Manewada had purchased by Shri. Wamanrao Udebhanji Papadkar from Shri. Vinayak Wasudeorao Gorle by virtue of Sale Deed dated 18.08.1973, which is duly registered with the Sub-Registrar Office, Nagpur-1, in Book. No.1 at Sr. No. 3368.

WHEREAS, thereafter, Shri. Wamanrao Udebhanji Papadkar has left for heavenly abode on 07.10.1997 and his wife Smt. Prabhavati Wamanrao Papadkar died on 21.12.2006 and his son Shri. Devidas Wamanrao Papdakar also died on 11.07.1995 after their death said property has devolved upon their legal heirs namely 1. Shri. Dyaneshwar Wamanrao Papadkar, 2. Shri. Yogesh Wamanrao Papadkar, 3. Shri. Prakash Wamanrao Papadkar, 4. Smt. Usha

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Ambadas Patil, 5. Smt. Hemlata Devidas Papadkar, 6. Shri. Umesh Devidas Papadkar, 7. Shri. Mahesh Devidas Papadkar and 8. Smt. Megha Rajesh Kavidkar and mutation to that effect has been done in the record of rights.

WHEREAS, It is submitted that, thereafter, Smt. Hemlata Devidas Papadkar also died on 13.09.2015 and after her death her name has been deleted from the record of rights.

WHEREAS, thereafter, Plot No. 21 comes under the 1900 layouts. However the NIT has regularized the same under the Maharashtra Gunthewari Development (Regularization, Upgradation and Control) Act, 2001 and accordingly on receipt of the Regularization and development charges, regularized the said Plot of land vide its Permit No. 1067, Case No. 2015051314 dated 17.12.2015 and thereby the NIT has regularized plot area admeasuring 125.6380 Sq. Mtrs.

WHEREAS, Later on Smt. Megha Rajesh Kavitar (Before Marriage Name Miss Megha Devidas Papadkar) has executed General Power of Attorney dated 08.11.2019 in favour of Shri Mahesh Devidas Papadkar in respect of Undivided Share in said Property, which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 5446.

WHEREAS, It is submitted that Smt. Usha Ambadas Patil and Smt. Megha Rajesh Kavitar (Before Marriage Name Miss Megha Devidas Papadkar) Acting through Power of Attorney Shri Mahesh Devidas Papadkar has relinquished their 1/7th Undivided share and right from the said Plot No. 21 in favour of 1. Shri. Dnyaneshwar Wamanrao Papadkar, 2. Shri Yogesh @ Yogeshwar Wamanrao Papadkar, 3. Shri Prakash Wamanrao Papadkar, 4. Shri Umesh Devidas Papadkar and 5. Shri Mahesh Devidas Papadkar by executing Deed of Relinquishment dt.13.12.2021, which is duly registered with the Sub-Registrar Office, Nagpur-3 in Book No. 1 at Sr. No.6806.

WHEREAS, thereafter, 1. Shri. Dyaneshwar Wamanrao Papadkar, 2. Shri. Yogesh Wamanrao Papadkar, 3. Shri. Prakash Wamanrao Papadkar, 4. Shri. Umesh Devidas Papadkar and 5. Shri. Mahesh Devidas Papadkar have entrusted development work of the said Plot No. 21 by executing Agreement of Development and Sale dated 13.12.2021 in favour of M/s Everest Builders acting through its Authorized Partners Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala and the same is duly registered with the Sub Registrar Office, Nagpur- 3 in Book No. 1 at Sr. No. 6811 on even date.

WHEREAS, In support of Development Agreement, the Land Owner/s - 1. Shri. Dyaneshwar Wamanrao Papadkar, 2. Shri. Yogesh Wamanrao Papadkar, 3. Shri. Prakash Wamanrao Papadkar, 4. Shri. Umesh Devidas Papadkar and 5. Shri. Mahesh Devidas Papadkar have

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executed General Power of Attorney dated 13.12.2021 in favour of Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala in respect of Plot No. 21 for Signed and Sale, etc., which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 6812.

HISTORY OF PLOT NO.22 & 23

WHEREAS, originally land bearing Plot No.22, Adm. 1762.50 Sq. Ft. & Plot No.23, Adm. 1625 Sq. Ft. of Mouza- Manewada had purchased by Shri. Prakash Wamanrao Papadkar from Smt. Usha Ambadas Patil by virtue of Sale Deed dated 18.08.1986, which is duly registered with the Sub-Registrar Office, Nagpur-2, in Book. No.1 at Sr. No. 2042. It is submitted that, name of Shri. Prakash Wamanrao Papadkar has been duly mutated in the record of rights.

WHEREAS, thereafter, that Plot No. 22 & 23 comes under the 1900 layouts. However the NIT has regularized the same under the Maharashtra Gunthewari Development (Regularisation, Upgradation and Control) Act, 2001 and accordingly on receipt of the Regularization and development charges, regularized the said Plot of land vide its Permit No. 1064, Case No. 201512076 & 201512077 dated 17.12.2015 and thereby the NIT has regularized plot area admeasuring 140.0530 Sq. Mtrs and 128.4020 Sq. Mtrs. respectively.

WHEREAS, thereafter, Shri. Prakash Wamanrao Papadkar has entrusted development work of the said Plot No. 22 & 23 by executing Agreement of Development and Sale dated 13.12.2021 in favour of M/s Everest Builders acting through its Authorized Partners Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala and the same is duly registered with the Sub Registrar Office, Nagpur- 3 in Book No. 1 at Sr. No. 6813 on even date.

WHEREAS, In support of Development Agreement, the Land Owner/s - Shri. Prakash Wamanrao Papadkar has executed General Power of Attorney dated 13.12.2021 in favour of Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala, which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 6814.

HISTORY OF PLOT NO.24

WHEREAS, originally land bearing Plot No.24, Adm. 138.5418 Sq. Mtrs. of Mouza Manewada had purchased by Shri. Dyaneshwar Wamanrao Papadkar acting through natural guardian father Shri. Vinayak Wasudeorao Papadkar from Shri. Vinayak Wasudeorao Gorle by virtue of Sale Deed dated 19.09.1973, which is duly registered with the Sub-Registrar Office, Nagpur-1, in Book. No.1 at Sr. No. 3691 and his name has been duly mutated in the record of rights.

WHEREAS, thereafter, that Plot No. 24 comes under the 1900 layouts. However the NIT has regularized the same under the Maharashtra Gunthewari Development (Regularisation, Upgradation and Control) Act, 2001 and accordingly on receipt of the Regularization and development charges, regularized the said Plot of land vide its Permit No. 1065, Case No. 2015051316 dated 17.12.2015 and thereby the NIT has regularized plot area admeasuring 125.6380 Sq. Mtrs.

WHEREAS, Thereafter, Shri. Dyaneshwar Wamanrao Papadkar has entrusted development work of the said Plot No. 25 by executing Agreement of Development and Sale dated 13.12.2021 in favour of M/s Everest Builders acting through its Authorized Partners Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala and the same is duly registered with the Sub Registrar Office, Nagpur- 3 in Book No. 1 at Sr. No. 6815 on even date.

WHEREAS, In support of Development Agreement, the Land Owner/s - Shri. Dyaneshwar Wamanrao Papadkar has executed General Power of Attorney dated 13.012.2021 in favour of Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala in respect of Plot No. 24 for Signed and Sale, etc., which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 6816.

HISTORY OF PLOT NO.25

WHEREAS, originally land bearing Plot No.25, Adm. 105.67321 Sq. Mtrs. of Mouza Manewada had purchased by Shri. Yogeshwar Wamanrao Papadkar acting through natural guardian father Shri. Vinayak Wasudeorao Papadkar from Shri. Vinayak Wasudeorao Gorle by virtue of Sale Deed dated 19.09.1973, which is duly registered with the Sub-Registrar Office, Nagpur-1, in Book. No.1 at Sr. No. 3689 and his name has been duly mutated in the record of rights.

WHEREAS, thereafter, that Plot No. 25 comes under the 1900 layouts. However the NIT has regularized the same under the Maharashtra Gunthewari Development (Regularisation, Upgradation and Control) Act, 2001 and accordingly on receipt of the Regularization and development charges, regularized the said Plot of land vide its Permit No. 1066, Case No. 2015051317 dated 17.12.2015 and thereby the NIT has regularized plot area admeasuring 97.0550 Sq. Mtrs.

WHEREAS, thereafter, Shri Yogesh @ Yogeshwar Wamanrao Papadkar has entrusted development work of the said Plot No. 25 by executing Agreement of Development and Sale dated 13.12.2021 in favour of M/s Everest Builders acting through its Authorized Partners Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala and the same is

duly registered with the Sub Registrar Office, Nagpur- 3 in Book No. 1 at Sr. No. 6817 on even date.

WHEREAS, In support of Development Agreement, the Land Owner/s - Shri Yogesh @ Yogeshwar Wamanrao Papadkar has executed General Power of Attorney dated 13.12.2021 in favour of Shri Rahul Lahuji Deshmukh and Shri Yusufbhai Kanchwala in respect of Plot No. 25 for Signed and Sale, etc., which is duly registered with the Sub-Registrar Office, Nagpur 3, in Book No. 4, at Sr. No. 6818.

WHEREAS, Thereafter, on application made by the owners, the competent Authority of the NIT has issued the Amalgamation Letter No.233 dt.21.12.2021 for the Plot No.20 to 25 area admeasuring 742.438 Sq. Mtrs. and Plot Area Surrendered to NIT admeasuring 96.201 Sq. Mtrs. in the names of 1. Smt. Usha Ambadas Patil, 2. Shri. Mahesh Devidas Papadkar, 3. Shri. Umesh Devidas Papadkar, 4. Smt. Megha Rajesh Kavidkar, 5. Shri. Prakash Wamanrao Papadkar, 6. Shri. Dyaneshwar Wamanrao Papadkar and 7. Shri. Yogeshwar Wamanrao Papadkar.

WHEREAS, the Vendor/Developer/Confirming Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project and the Vendor/Developer/Confirming Party has clear possession of the said Project/Plot. 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.

WHEREAS, the Vendor/Developer/Confirming Party has proposed to construct on the project/Scheme **having Ground for Parking and 6 (Six) Upper Floors consisting of 28 (Twenty Eight)** self contained separate Apartments/Flats therein.

WHEREAS, the Vendor/Developer/Confirming Party has entered into a standard Agreement with an Architect Mr. Kishor Mehata, Nagpur, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the Vendor/Developer/Confirming Party has get the said Project registered under the provisions of the Act with the **Real Estate Regulatory Authority (RERA) vide its Registration No.**

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

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WHEREAS, on demand from the Purchaser/s, the Vendor/Developer/Confirming Party has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Promoter/Confirming Party's Architects Mr. Kishor Mehata, Nagpur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (*hereinafter referred to as "the said Act"*) and the Rules and Regulations made there under. The Purchaser/s has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor/Developer/Confirming Party and satisfied herself/himself/themselves about the title of the Vendor/Developer/Confirming Party to the said Property and/or right of the Vendor/Developer/Confirming Party to sell the same on ownership basis. The Purchaser/s hereby confirms that the Developer/Promoter/Confirming Party has produced for inspection to the Purchaser/s, all information and documents and has made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/Developer/Confirming Party.

WHEREAS, the Vendor/Developer/Confirming Party has decided to developed the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and accordingly executed **Deed of Declaration** Under Section 2 of Apartment Ownership Act, 1970, which is duly Registered in the Office of the Sub-Registrar, Nagpur - 3 in Book No. 1 at Sr. No..... on AND

WHEREAS, the authenticated copies of Property Card/Akhiv Patrika showing the nature of the title of the Vendor/Developer/Confirming Party to the Project Land on which the Apartments are to be constructed have been **annexed hereto and marked as Annexure 'A':**

WHEREAS, the authenticated copies of the Amalgamation Letter as sanctioned and approved by the Nagpur Improvement Trust, Nagpur have been **annexed hereto and marked as Annexure "B":**

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been **annexed hereto and marked as Annexure C:**

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser/s has/have been **annexed and marked as Annexure-D:**

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and

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restrictions which are to be observed and performed by the Vendor/Developer/Confirming Party 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 Vendor/Developer/Confirming Party has accordingly commenced construction of the said building/s in accordance with the said Sanctioned/proposed plans;

WHEREAS, the Purchaser/s has/have applied/approach to the Vendor/Developer/Confirming Party for purchase of apartment/Flat, more particularly described in the **SCHEDULE OF PROPERTY-B** hereunder written.

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;

WHEREAS, under the provisions of applicable Law, Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Vendor/Developer/Confirming Party is required to execute a written Agreement to Sell of the said Apartment with the Purchaser/s and also to register said Agreement under the Registration Act, 1908 AND

AND WHEREAS, in accordance with mutual understanding and the terms and conditions set out in this Agreement Vendor/Developer/Confirming Party agrees to sell and the Purchaser/s agrees to purchase the said Apartment.

WHEREAS, the Purchaser/s being desirous of owning an Apartment in the said Multistoried building for his/her/their residential use with heritable and transferable rights therein has approached the Vendor/Developer/Confirming Party and expressed his/her/their desire and willingness to purchase the undivided proportionate share and interest in the said land together with the entire R.C.C. Superstructure comprising **Apartment No.....** on the **FLOOR** of **“AAKAR RESIDENCY”**, more particularly described in the **Schedule of Property-B** hereunder written ; **AND**

WHEREAS, considering her/his/their request and after detailed negotiations the Vendor/Developer/Confirming Party has now agreed to sell the aforesaid property to the Purchaser/s for a total consideration of **Rs...../- (Rupees Lacs Only)** upon the following terms and conditions.

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

1a) THAT, the VENDOR/DEVELOPER/CONFIRMING PARTY will SELL and the PURCHASER/S will BUY one flat, more particularly described in the **Schedule of Property-B** hereunder written.

Rs...../- towards cost of Apartment, cost of Infrastructure and 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 following manner.

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

1b)

MANNER OF PAYMENT

1	Rs...../-	Paid by the Purchaser/s to the Vendor/Developer/Confirming Party by way of Cheque No..... dated drawn on the and the receipt whereof is hereby acknowledged by the Vendor/Developer/Confirming Party.
2	Rs...../-	The Balance Sale Consideration agreed to be paid by the Purchaser/s to the Vendor/Developer/Confirming Party time to time as per progress of the work, as demanded by the Vendor/Developer/Confirming Party and the same is agreed by and between the parties.
	Rs...../-	Total Sale Consideration (Rupees Only)

1c) That, the above mentioned total agreed consideration excludes the taxes consisting of tax paid or payable by the Vendor/Developer/Confirming Party by way of VAT, Service Tax and Cess or GST, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carrying out the project payable by the Vendor/Developer/Confirming Party up to the date of handing over possession of the said Apartment. The Purchaser/s specifically agrees to pay to the Vendor/Developer/Confirming Party all such Taxes and Insurance Premium as and when

demanded and shall always keep the Vendor/Developer/Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser/s to pay the amount of VAT, Service Tax, (GST as may be applicable) etc. simultaneously with the payment of each installment.

- 1d) That, the total agreed consideration is escalation free, save and except escalations/increase, 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 for time to time. The Vendor/Developer/Confirming Party undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authorities etc. The Vendor/Developer/Confirming Party shall enclosed the said Notification/Order/Rules/Regulation Published issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 1e) That, it is responsibility of the Purchaser/s to pay the TDS (Tax Deducted at Source @ 1 % if applicable and supply the copy of such Challan / Receipt issued by the Income Tax Department to the Vendor/Developer/Confirming Party well before execution and registration of Sale Deed / Conveyance.
- 1f) That the Vendor/Developer/Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s 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/s shall be void and shall not be binding upon the Vendor/Developer/Confirming Party.
- 1g) The Vendor/Developer/Confirming Party in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s to Vendor/Developer/Confirming Party by discounting such early payments @ 8 % per annum for the period by which the respective installment has been proponed. The provision of allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Vendor/Developer/Confirming Party.

- 1h) If the Vendor completes the construction before time then the Purchaser/s hear by agrees and accepts to pay the consideration amount payable for early completed stages as per payment linked to said stages immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.
- 1i) That, the Vendor/Developer/Confirming Party shall confirm the final Carpet area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising of R.C.C. and Brickwork and particularly described in specification appended here to. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus three percent variation in dimensions shown in sanction building plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Developer/Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Vendor/Developer/Confirming Party shall refund the excess money paid by the Purchaser/s 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/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Vendor/Developer/Confirming Party shall demand additional amount from the Purchaser/s 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.
- 1j) That, Purchaser/s OR Allottee authorizes the Vendor/Developer/Confirming Party to adjust / appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name/s as the Vendor/Developer/Confirming Party may in its sole discretion deem fit and the Purchaser/s undertakes not to object / demand / direct the Vendor/Developer/Confirming Party to adjust such payments in any manner.

- 2.1 That, the Vendor/Developer/Confirming 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/s, obtain from the concerned local authority occupancy and / or completion certificates in respect of said Apartment.
- 2.2 That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser/s and the time is the Essence of Contract for the Vendor/Developer/Confirming Party for completing the project and handing over the Apartment to the Purchaser/s and the common areas to be association of the owners after receiving the occupancy certificate or the completion certificates the case may be. Similarly the Purchaser/s shall make timely payments of the installment and other dues payable by them and meeting the other obligations as per Clause 1b, under this Agreement subject to completion of project by the Vendor/Developer/Confirming Party.
3. That the Vendor/Developer/Confirming Party declares that the FSI available as on date in respect of the said project and which are applicable to the said project and the same is disclosed by the Vendor/Developer/Confirming Party and the Purchaser/s has / have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor/Developer/Confirming Party by utilizing the said F.S.I. on the understanding that the declared proposed FSI shall belong to the Vendor/Developer/Confirming Party being exclusive owners and developers of the said project.
- 4.1 That if Vendor/Developer/Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Vendor/Developer/Confirming Party agrees to pay to the Purchaser/s who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over the possession. The Purchaser/s agrees to pay to the Vendor/Developer/Confirming 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/s to the Vendor/Developer/Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Vendor/Developer/Confirming Party.

- 4.2 That without prejudice to the right of Vendor/Developer/Confirming Party to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Vendor/Developer/Confirming Party under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Vendor/Developer/Confirming Party shall at his own option may terminate this Agreement. Provided that, Vendor/Developer/Confirming Party shall give notice of fifteen days in writing to the Purchaser/s, by registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches and / or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor/Developer/Confirming Party within the period of 15 days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer/Confirming Party shall refund the Purchaser/s, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lac 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/s to the Vendor/Developer/Confirming 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 Vendor/Developer/Confirming Party in the said building.
6. That the Vendor/Developer/Confirming Party shall give possession of the Apartment to the Purchaser/s on or before
..... however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor/Developer/Confirming Party any other reasonable

cause and the Purchaser/s agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor/Developer/Confirming Party. If the Vendor/Developer/Confirming Party fails or neglects to handover possession of the Apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor/Developer/Confirming Party shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 above from the date Vendor/Developer/Confirming Party received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Vendor/Developer/Confirming 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 ;
- (ii) Any notice, order, rule, notification of the Government and / or other public or competent authority / court.
- (iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate .
- (iv) In case of delay or default in payment of dues by the Purchaser/ss under these presents.

7.1 Procedure for taking possession:

The Vendor/Developer/Confirming Party upon obtaining Completion or Occupancy Certificate from the Competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the apartment to the Purchaser/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor/Developer/Confirming Party shall give possession of the said Apartment to the Purchaser/s, The Vendor/Developer/Confirming Party agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the

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Vendor/Developer/ Confirming Party. The Purchaser/s agrees to pay the maintenance charges as determined by the Vendor/Developer/Confirming Party or Association of Purchaser/ss, as the case may be.

- 7.2 That the Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the Vendor/Developer /Confirming Party to the Purchaser/s intimating that the said Apartment is ready for use and occupancy.
- 7.3 That the Purchaser/s hereby agrees not to occupy the said apartment without prior written permission of the Vendor/Developer/Confirming Party else Purchaser/s shall be treated as a trespasser.
- 7.4 That the Vendor/Developer/Confirming Party does hereby agree with the Purchaser/s that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including Stamp Duty and Registration Fees, payment of Sales Tax, and all other Taxes and cesses that may be levied and payable at the time of Registration from the Purchaser/s, the Vendor/Developer/ Confirming Party will execute a proper Sale Deed relating to the undivided share and interest in the land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favor of the Purchaser/s or the nominee (s) appointed by the Purchaser/s and get the same duly registered at the costs of Purchaser/s in accordance with the law in force provided the Purchaser/s shall have also paid the entire agreed cost of construction of the Apartment chosen by him/ her/ them to the Vendor/Developer/Confirming Party.
- 7.5 That, on obtaining proper Sale Deed relating to the undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other co-owners thereof. However the apartment chosen by the Purchaser/s in the proposed multistoried building shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance after selling out entire flats/apartments to the prospective Purchaser/s.
- 7.6 **Failure of Purchaser/s to take Possession of Apartment :**
Upon receiving a written intimation from the Vendor/Developer/Confirming Party as per Clause 7.1, the Purchaser/s shall take possession of the Apartment from the Vendor/Developer/Confirming Party by executing necessary

indemnities, undertakings and such other documentation as prescribed in this agreement and the Vendor/Developer/Confirming Party shall give possession of the Apartment to the Purchaser/s. In case Purchaser/s fails to take possession within the time provided in Clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Vendor/Developer/Confirming Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

- 7.7 That, the Purchaser/s shall protect the important parts of the building such as columns, beams, walls , slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser/s, then in such event, Purchaser/s will be solely responsible for any consequences which may arise. The Purchaser/s shall not be entitled to put pots (Kundi) / plants etc. in the open passage / lobby of the building.
- 7.8 That if within a period of five years from the date of handing over the said apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Vendor/Developer/Confirming 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 Vendor/Developer/Confirming Party at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendor/Developer/Confirming Party, 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 the said apartment, the Purchaser/s shall lodge claim of defect, shortcomings directly with the manufacturer of such item and the Vendor/Developer/Confirming Party shall always co-operate and assist the Purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the specification are affected at the request of the Purchaser/s, then the defect liability will not be applicable to such modified specification items. Similarly if the Purchaser/s has made modifications, changes or repairs and alterations to the

Apartment resulting in damages of any nature, then under such circumstances the Vendor/Developer/Confirming Party shall not be liable for make good of the defect.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Vendor/Developer/Confirming Party and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. defect/s in fittings and fixtures are not included therein.

- 8.** The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of 'residence' not for carrying any Residential Industry. The Purchaser/s shall use the parking space for keeping or parking vehicles.
- 9.1** The Vendor/Developer/Confirming Party has already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s. 2 of the said Act after utilization of the proposed FSI. Thus the said project will be governed by the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and their successors in title.
- 9.2** That the Purchaser/s agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made there under.
- 9.3** That, the available open space (excluding the restricted area as may be mentioned in the Deed of declaration), the common areas and common facilities as may be provided in the said 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 or any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other apartment owner or owners.
- 9.4** The Vendor/Developer/Confirming Party shall within Six Months from the date of Occupancy of Building/Apartments, dedication of the said property to the provisions of the Maharashtra Apartment Ownership Act as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/Developer/Confirming Party and

the owners in the said structure of the building or wing in which the said apartment is situated.

9.5 That within 15 days after notice in writing is given by the Vendor/Developer/Confirming Party to the Purchaser/s that the apartment is ready for use and occupancy, the Purchaser/s 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 namely local taxes, 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 the clerks, bill collectors, watchman's, sweepers and all their expenses necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to tit, the Purchaser/s shall pay to the Vendor/Developer/Confirming Party such proportionate share of all the outgoing as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Vendor/Developer/Confirming Party provisional lump sumps contribution of Rs. as decide one time towards the outgoings. The amounts to paid by Purchaser/s to the Vendor/Developer/Confirming Party shall not carry any interest and remain with the Vendor/Developer/Confirming Party until handing over the management of the said building to the Association of Apartment Owners.

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

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

- i. The Vendor/Developer/Confirming Party has clear and marketable title with respect of the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.
- ii. The Vendor/Developer/Confirming 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 an subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Vendor/Developer/Confirming 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 and common areas.
- vi. The Vendor/Developer/Confirming Party has the right to enter this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein , may prejudicially be affected ;
- vii. The Vendor/Developer/Confirming 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/s under this Agreement ;
- viii. The Vendor/Developer/Confirming Party confirms that the Vendor/Developer/Confirming Party is not restricted in any manner whatsoever from selling the said apartment to the Purchaser/s in the manner contemplated in this Agreement.;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser/s, the Vendor/Developer/Confirming Party shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Apartment Owners.
- xi. The Vendor/Developer/Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, and taxes or 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/Developer/Confirming Party except those disclosed in the title report.

11. The Purchaser/s themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Developer/Confirming Party as under :

- i. To maintain the apartment at the Purchaser/s'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 any 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/s hereby specifically agrees with the Vendor/Developer/Confirming Party that even after taking over the actual possession of the apartment chosen by Purchaser/s, the Purchaser/s will not object or prevent or obstruct the Vendor/Developer/Confirming Party in any way in carrying on and completing the work of that apartments in the said building and keeping building materials on the available open space.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are too 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 authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircase, 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/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iv. To carry out at his/her/their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state an order in which it was delivered by the Vendor/Developer/Confirming Party to the Purchaser/s 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 regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

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- 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 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 in any other manner cause damage to columns, beams , walls slabs or RCC , Partis or other structural members in the apartment without the prior written permission of the Vendor/Developer/Confirming 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 areas of the project. The Purchaser/s shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in any carriage or transporting vehicle beyond the sustainable limit of the floor within the said project.
- 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 for the said apartment in the compound or any portion of the project land and the building in which the apartment is situated. Pay to the Vendor/Developer/Confirming Party within 15 days of demand by the Vendor/Developer/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 said 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/s for any purposes other than for purpose for which it is sold.
- x. The Purchaser/s shall not let, sub-let transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/s to the Vendor/Developer/Confirming Party under this Agreement are fully paid up.

- xi. The Purchaser/s shall observe and perform all the rules and regulations which the Association of 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/s 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 outgoings in accordance with the terms of this Agreement.
 - xii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser/s shall permit the Vendor/Developer/Confirming 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 Apartment in the said project remains unsold, even after completion of the same, then the Vendor/Developer/Confirming Party shall bear and pay the proportionate maintenance charges for such unsold apartment.
12. The Vendor/Developer/Confirming Party shall maintain a separate account in respect of sums received by the Vendor/Developer/Confirming Party from the Purchaser/s 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 purpose for which they have been received.
13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said apartments or of the said plot of land and building or any part thereof. The Purchaser/s shall have a claim save and except in respect of the apartment hereby agreed to be sold to them and all open spaces, parking spaces lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor/Developer/Confirming Party until the management of the said building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.
14. That the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreement, restrictions and rights of the other co-owners for the remaining undivided share in the

said plot of land and shall not annual this contract/agreement, nor shall any compensation be allowed in respect thereof to the Purchaser/s, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

15. After the Vendor/Developer/Confirming Party executes this Agreement he shall not mortgage or create a charge on this 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 17 force, such mortgage, charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such apartment.
16. **BINDING EFFECT** : Forwarding this agreement to the Purchaser/s by Vendor/Developer/Confirming Party does not create a binding obligation on the part of Vendor/Developer/Confirming Party or the Purchaser/s until, firstly, the Purchaser/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Vendor/Developer/Confirming Party. If the Purchaser/s fails to execute and deliver to the Vendor/Developer/Confirming Party this agreement within 30 (Thirty) days from the date of its receipt by the Purchaser/s and / or appear before the Sub-registrar for its registration as and when intimated by the Vendor/Developer/Confirming Party, then the Vendor/Developer/Confirming Party shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.
17. **ENTIRE AGREEMENT** : This agreement along with its schedules and annexure , constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral , if any, between the parties in regard to the said apartment / plot / building, as the case may be.
18. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the parties hereto.

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- 19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S :** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchaser/ss of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.
- 20. SEVERABILITY:** If an provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE PRESENT AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in project, the same shall be proportion to the carpet are of the (Apartment) to the total carpet are of all the apartment in the said project.
- 22. FURTHER ASSURANCES:** Both the 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 reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 23. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer/Confirming Party through its authorized signatory at the Vendor/Developer/Confirming Party Office or at some other place, which may be mutually agreed between the Vendor/Developer/Confirming Party and the Purchaser/s, in Nagpur after the Agreement is duly executed by the Purchaser/s and the Vendor/Developer/Confirming 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.

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24. That the Purchaser/s and/or Vendor/Developer/Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of the registration within the time limit prescribed by the Registration Act, 1908 and the Vendor/Developer/Confirming Party will attend such Office and admit execution thereof.
25. That all notices to be served on the Purchaser/s and the Vendor/Developer/Confirming Party as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Vendor/Developer/Confirming Party by Registered Post A.D. and notified Email Id / Under Certificate of Posting at their respective address specified below.

NAME OF THE PURCHASER/S

MR.,
aged about years, Occupation– Service/Business,
Both R/o –

NAME OF THE VENDOR/DEVELOPER/CONFIRMING PARTY

SHRI. UMESH DEVIDAS PAPADKAR, (2) SHRI. MAHESH DEVIDAS PAPADKAR, (3) SHRI. YOGESH @ YOGESHWAR WAMANRAO PAPADKAR, (5) SHRI. PRAKASH WAMANRAO PAPADKAR, (6) SHRI. MAHESH DEVIDAS PAPADKAR, (8) SHRI. DYANESHWAR WAMANRAO PAPADKAR,
through their Power of Attorney Holder –
EVEREST BUILDERS, through its Authorized Partners –
(1) SHRI. RAHUL S/O LAHUJI DESHMUKH (2) SHRI.YUSUFBHAI S/O NAJIMUDDIN KANCHWALA,
Notified Email ID:@gmail.com

That, it shall be duty of the Purchaser/s and the Vendor/Developer/Confirming 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 the communications and letter posted at the above address shall be deemed to have been received by the Vendor/Developer/Confirming Party or the Purchaser/s, as the case may be.

26. **JOINT PURCHASER/SS** : That in case there are joint Purchaser/s all communications shall be sent by the Vendor/Developer to the Purchaser/s whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Purchaser/s.
27. **STAMP DUTY AND REGISTRATION** : All the 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

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their charges and Misc. Expenses including the Lawyer's fee payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

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 there under as amended from time to time.
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 of or this Agreement.
30. That for the matters not specifically covered herein, the provisions of transfer of Property Act shall apply.

SCHEDULE OF PROPERTY - A
(DESCRIPTION OF ENTIRE PROPERTY)

All that piece and parcel of land bearing **Plot Nos.20-21-22-23-24-25** total admeasuring **742.438 Sq.Mtrs** as per Amalgamation Letter of the NIT dated 21.12.2021 issued by the Competent Authority of NIT being a part and portion of the entire land bearing Khasra No.35 of **Mouza-MANEWADA**, P.H. No.39, Ward No. 14, **City Survey No. 275, Sheet No.18& 10** situated within the limits of Nagpur Municipal Corporation, Nagpur and the Nagpur Improvement Trust, Nagpur in Tahsil and Dist. Nagpur and the same is bounded as under:-

Boundaries as per Amalgamation Plan :-

On East : 9 Mtr. wide Road
On West : Plot No.33A and 33B
On North : 9 Mtr. wide Road
On South : 9 Mtr. wide Road

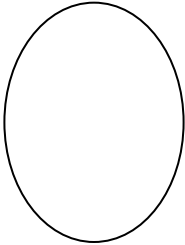
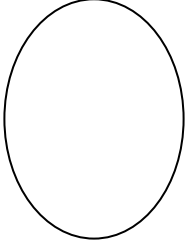
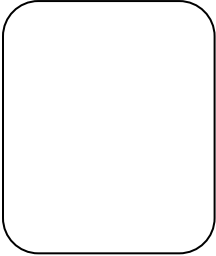
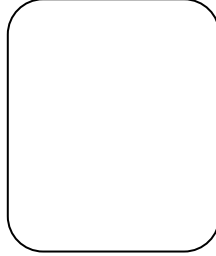
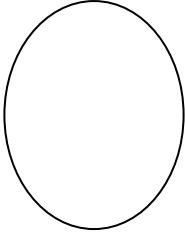
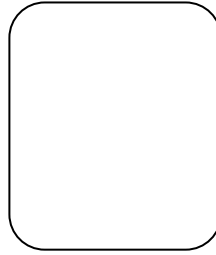
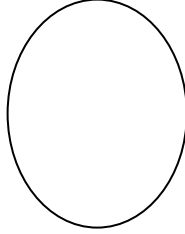
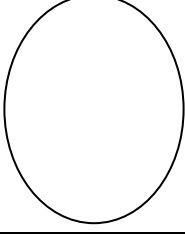
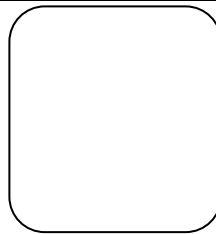
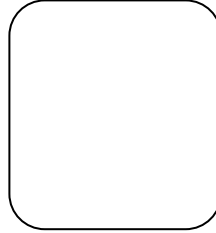
SCHEDULE OF PROPERTY - B
(DESCRIPTION OF PROPERTY AGREED TO BE SOLD)

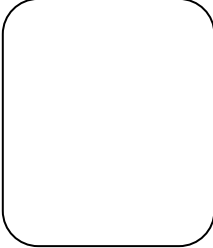
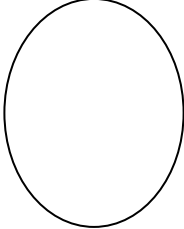
Flat No.	, Type -2 BHK
Floor	
Carpet area (Sq. Mtrs.)	
Built up area (Sq. Mtrs.)	
Common area (Sq. Mtrs.)	
Share in Parking Area (Sq. Mtrs.)	
Terrace area (Sq. Mtrs.)	
Undivided Share (%)	

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IN WITNESS WHEREOF the **VENDOR/DEVELOPER/CONFIRMING PARTY/DEVELOPER** and the **PURCHASER/S** hereinabove named have here to set their respective hands and signed this **AGREEMENT TO SELL** at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

This Document is drafted by Adv.Nishant V. Potdar as per the instructions and information given by the parties hereto and on the basis of documents supplied to advocate and the Vendor/Developer/Developer has assured that he/they has/have not Mortgage the Property with any banking institution or not Created Third Party interest in the said Property. The Purchaser/s has/have also satisfied himself/themselves to the same, then only this draft is prepared by the Advocate. In case any defect in title of the Vendor/Developer//Developer is found, the Vendor/Developer & Purchaser/s will be responsible for the same & not advocate and Sub. Register.

 	 	SHRI. UMESH DEVIDAS PAPADKAR, SHRI. MAHESH DEVIDAS PAPADKAR, SHRI. YOGESH WAMANRAO PAPADKAR, SHRI. PRAKASH WAMANRAO PAPADKAR, SHRI. MAHESH DEVIDAS PAPADKAR, SHRI. DYANESHWAR WAMANRAO PAPADKAR EVEREST BUILDERS through its Authorized Partners SHRI. RAHUL S/O LAHUJI DESHMUKH SHRI. YUSUF NAJIMUDDIN KANCHWALA (VENDOR/SELLER)
		 (PURCHASER)
 	 	EVEREST BUILDERS through its Authorized Partners SHRI. RAHUL S/O LAHUJI DESHMUKH HRI. YUSUF NAJIMUDDIN KANCHWALA (DEVELOPER/CONFIRMING PARTY)

WITNESSES:- The contents of this deed are read over and explained to the parties in our presences and the Vendor/Developer & Purchaser/s have signed this Deed in our presences. The Parties say that the Deed is drafted as per their say and instructions.		
1.....		
2.....	