**"VASTU SQUARE"**
**BEFORE THE SUB-REGISTRAR OFFICE, NAGPUR GRAMIN**

**AGREEMENT TO SELL**

**VALUED AT Rs……../-**
**MARKET VALUE OF**
**Rs……/-**
**STAMP DUTY OF Rs……../- & Registration Charges of Rs……../-**
**MOUZA-HUDKESHWAR (BU)**
**TAHSIL NAGPUR GRAMIN, DIST-NAGPUR**
**Item No.55.605, Flat Rate Rs.29,280/- Per Sq. Mtrs.**

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

**EXECUTED BY**

**M/S AKS INFRASTRUCTURE,** a Partnership Firm having its office at 53, Pritha Complex, First Floor, Uday Nagar Square, Beside Bhagyalaxmi Sabhagruh, Manewada Ring Road, Nagpur-440024, acting through its Authorized Partners – **(1) MR. YUSUF NAJMUDDIN KANCHWALA,** aged about 41 years, Occupation - Business, R/o - Badri Stores, Opposite Bohra Masjid, Itwari, Nagpur-440002, **[PAN :- AKFPK 9393 K, AADHAR NO:- 5240-8332-9836] AND (2) SHRI. RAHUL S/O LAHUJI DESHMUKH,** aged about 41 years, Occupation – Business, R/o - Plot No.12, Shriram Nagar, Chikhali Layout, Ring Road, Nagpur-440024. **[PAN :- AKSPD 0095 N, AADHAR NO:- 8967-8864-0751],** hereinafter referred to and called as the "**VENDOR/SELLER/DEVELOPER"**, which expression shall unless repugnant to the context or meaning thereof always mean and includes the said "**VENDOR/SELLER/DEVELOPER"** as well as, their/its liquidators, administrators, agents and assigns of the **FIRST PART:**

**IN FAVOUR OF/AND**

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

**WHEREAS,** the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising All that piece and parcel of land bearing Plot No.2, admeasuring about 13854.53296 Sq. Ft. (i.e. 1287.596 Sq. Mtrs.) as per Sale Deed AND as per Release Letter of the NMC being a part and portion of the entire land bearing of Kh.No.172 of MOUZA - HUDKESHWAR (BU), Tah. and Dist. Nagpur and more particularly described in the Schedule – "A" hereunder written *(hereinafter referred to as "the project land/Property")*

**WHEREAS,** originally Old Kh. No.55 (New Kh. No.172) admeasuring 4.69 Acres of Mouza-Hudkeshwar (Buzurg) belonged & mutated in the name of Shri Nilkanth Sitaram Bhagat.

**WHEREAS,** thereafter, Shri Nilkanth Sitaram Bhagat has sold the said land to Shri Laxmanrao Marotrao Kalamkar by virtue of Sale Deed dated 26.08.1971 which is duly registered with the Sub- Registrar Office, Nagpur-3, in Book No. 1, at Sr. No. 1931.

**WHEREAS,** It is submitted that due to Re Survey and Re measurement conducted by the revenue Authority, land of Kh.No.55 has been re numbered as Kh.No.172.

**WHEREAS,** It is submitted that, Shri Laxmanrao Marotrao Kalamkar has left for heavenly abode on 30.07.1989 and after his death said property has devolved upon his legal heirs namely 1. Shri Dhanraj Laxmanrao Kalamkar, 2. Shri Natthu Laxmanrao Kalamkar,
3. Shri Pramod Laxmanrao Kalamkar, 4. Vananta Narendra Deoghare, 5. Tulsa Laxmanrao Kalamkar, 6. Tara @ Mohini Dinesh Mahajan and 7. Sau. Foolkanya Laxmanrao Kalamkar and their names have been duly mutated in the record of rights i. e. Seven Twelve Extract. It is submitted that names of 1. Vananta Narendra Deoghare, 2. Tulsa Laxmanrao Kalamkar, 3. Tara @ Mohini Dinesh Mahajan has been deleted from the record of rights i. e. Seven Twelve Extract vide Ferfar Panji No. 4544.

**WHEREAS,** Later on, during the lifetime of Shri Laxmanrao Marotrao Kalamkar, Partition has been taken place amongst legal heirs of Shri Laxmanrao Marotrao Kalamkar namely (1) Sau. Foolkanya Laxmanrao Kalamkar (2) Shri Pramod Laxmanrao Kalamkar (3) Shri Dhanraj Laxmanrao Kalamkar (4) Shri Natthu Laxmanrao Kalamkar in respect of said land owned by Shri Laxmanrao Marotrao Kalamkar by executing Partition Deed dated dt.10.12.1988 which is duly registered with the Sub-Registrar Office, Nagpur-2, in Add. Book No. 1, Of its Vol. No.799, at Sr. No. 8003, Pages from 75-81 in view of the said Partition**,** *Shri Dhanraj Laxmanrao Kalamkar & Shri Natthu Laxmanrao Kalamkar became*

*the owners land admeasuring 1.90 HR out of out of land Survey No.172.*

**WHEREAS,** Thereafter, on application made by land owners Shri Dhanraj Laxmanrao Kalamkar & Shri Natthu Laxmanrao Kalamkar, the aforesaid land of Kh.No. 172 of Mouza-Hudkeshwar
(B) have been converted from Agriculture to Non-Agricultural use
i.e. Residential use by virtue of an Order dt.18.05.2016 passed by the Collector, Nagpur in Revenue Case No. 288/NAP-34/2015-16.

**WHEREAS,** Thereafter, Shri Dhanraj Laxmanrao Kalamkar & Shri Natthu Laxmanrao Kalamkar have decided to develop the said land admeasuring 18983.900 Sq. Mtrs. of Khasra No. 172 and accordingly, they have prepared a layout in the said Khasra land by demarcating various sized plots therein and the said layout has been tentatively sanctioned and approved by Town Planning, Vide his order dated 21.07.2017. Accordingly, an Agreement dated 21.07.2017 has been executed between the Nagpur Improvement Trust, Nagpur and Shri Dhanraj Laxmanrao Kalamkar & Shri Natthu Laxmanrao Kalamkar.

**WHEREAS,** Thereafter Shri Dhanraj Laxmanrao Kalamkar & Shri Natthuji Laxmanrao Kalamkar have sold Plot No.2 from and out of said Layout to Shree Saibab Bahu Udeshiya Nagrik Sahakari Pratya Sanstha Maryadit through its Staff- Shri.Pravin Harichandra Karade by virtue of Sale Deed dated 27.04.2017 and the same is duly registered with the Sub- Registrar office Nagpur – 10 in A.B.No.1 at Sr.No.3609.

**WHEREAS,** It is submitted that as per terms and conditions, the Competent Authority of NMC has released Plot No. 2, 6, 13, 17, 19,
22, 23, 26, 28, & 29 from and out of the layout prepared in the said land of Khasra vide its Release Letter No.02 dt.01.04.2019 and thereby release Plot No.2 area 1287.596 Sq. Mtrs. That the said Letter has issued in the name of Shri Dhanraj Laxman Kalamkar & Shri Natthu Laxman Kalamkar on various terms and conditions mentioned therein.

**WHEREAS,** thereafter, Shree Saibab Bahu Udeshiya Nagrik Sahakari Pratya Sanstha Maryadit through its Staff- Shri.Pravin Harichandra Karade has sold Said Plot No. 2 area 1287.596 Sq. Mtrs. to M/s AKS Infrastructure Acting through Partners Shri. Rahul Lahuji Deshmukh and Mr. Yusufbhai Kanchwala by virtue of Sale Deed dt. 31.03.2021, which is duly registered with the Sub-Registrar Office Nagpur-10 in Addl. Book No. 1 at Sr. 6892 on 15.04.2021.

**WHEREAS,** the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There

are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

**WHEREAS,** the Vendor is in possession of the project land and it is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

**WHEREAS,** the Vendor has proposed to construct on the project land 2 (TWO) Wings i.e. Wing 'A' & Wing 'B', Wing A having Ground Floor for Parking and 4 (FOUR) Apartments and 4 (FOUR) Upper Floors and Wing 'B' having Ground Floor for Parking and 4 (FOUR) Apartments and 4(SIX) Upper Floors. Wing A consists of 16 (SIXTEEN) Apartments and Wing 'B' consists of 16 (SIXTEEN) Apartments thus there are in all 32 (THRITY TWO) self contained separate Apartments therein;

**WHEREAS,** the Vendor 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 Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Regn. No. …….;

**WHEREAS,** the Vendor/Developer/Promoter has appointed Architect Mr. Nitin Ramteke, having its office at Kingsway, Near Railway Station, Nagpur-440001;

**WHEREAS,** the Vendor/Developer/Promoter has also appointed the Structural Engineer Mr. Nitin Ramteke having their office at Kingsway, Near Railway Station, Nagpur-440001, for structural designs and drawings of the building/s and the Vendor shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

**WHEREAS,** the Vendor has sole and exclusive right to sell the Apartment in the said building/s to be constructed by the Vendor on the Project Land and to enter Agreement/s with the prospective Purchaser/s(s)/s of the Apartments to receive the sale consideration in respect thereof.

**WHEREAS,** on demand from the Purchaser/s, the Vendor 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 Vendor's Architects Mr. Nitin Ramteke**,** 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.

**WHEREAS,** the authenticated copies of Certificate of Title issued by the advocate of the Vendor, 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.

**WHEREAS,** the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved Building Engineer, Nagpur Municipal Corporation, Nagpur vide his Building **Permit No.187/BP/Hudkeshwar/TP/NMC/369 Dated 21.07.2022** have been *annexed hereto.*

**WHEREAS,** the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser/s have been *annexed hereto**;***

**WHEREAS,** while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor 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;

**WHEREAS,** the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a **Deed of Declaration** u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur-10 in Book 1 at Sr. No…….. on ……. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment

Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and her/his/their successors in title;

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

**WHEREAS,** the Purchaser/s has applied to the Vendor for purchase of **Apartment No…… on …… Floor** constructed in the said Project;

**WHEREAS,** the carpet area of the said Apartment is ……Square Mtrs and "carpet area " means net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in **SCHEDULE-B**

**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,** prior to the execution of these presents the Purchaser/s has paid to the Vendor a sum of Rs…….. (Rupees ……) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing;

**WHEREAS,** the Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. …….;

**WHEREAS,** under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Apartment with the Purchaser/s for the sale in respect of the said apartment and therefore, Vendor and the Purchaser/s are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

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

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

1) THAT, the aforesaid Project consists of a Multistoried buildings consists of Ground Plus 6 (SIX) Upper Floors having Parking and 13 Shops at Ground Floor & First to Sixth Floor Consist of 10 Flats/Unit each to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

**Provided** that the Vendor 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.

1.A) The Purchaser/s hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser/s **Apartment No. …….** having carpet area admeasuring ……. Sq. Mtrs. on the ……. Floor (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the total sale consideration of Rs………../- (Rupees Only). After due discussions, diligence and negotiations between the Vendor and the Purchaser/s, the Purchaser/s hereby agrees to purchase from the Vendor and the Promoter agrees to sell to the Purchaser/s the Said Apartment for a lump sum consideration **Rs._____/- (Rupees…….)** to be paid by the Purchaser/s to the Vendor towards the said Apartment hereinafter referred to as the **"Consideration amount".** The Vendor specifically declares and the Purchaser/s hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.B) The Purchaser/s has/have paid on or before execution of this Agreement a sum of Rs……/- (Rupees ……. Only) ***(not exceeding 10% of the total Sale consideration)*** as advance payment or Application Fee and hereby agrees to pay to the Vendor the balance amount of Rs……../- (Rupees…… Only) in the following manner:-

| | | |
|---|---|---|
| **1** | **Rs……/-** | **(Rupees_____) Only (not exceeding 30% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on execution of this Agreement.** |
| **2** | **Rs……/** | **(Rupees_____) Only (not exceeding 30% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on execution of this Agreement.** |
| **3** | **Rs……/** | **(Rupees_____) Only (not exceeding 45% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on completion of the Plinth of the building / wing in which the said Apartment is located.** |
| **4** | **Rs……/** | **(Rupees_____) Only (not exceeding 70% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on completion of the slabs and stilts of the building or wing in which the said Apartment is located.** |
| **5** | **Rs……/** | **(Rupees_____) Only (not exceeding 75% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.** |

| | | |
|---|---|---|
| **6** | **Rs……/** | **(Rupees _____ ) Only (not exceeding 80% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.** |
| **7** | **Rs……/** | **(Rupees _____) Only (not exceeding 85% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor 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.** |
| **8** | **Rs……/** | **(Rupees _____) Only (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser/s to the Vendor 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.** |

| | | |
|---|---|---|
| **9** | **Rs……/** | **(Rupees ) Only agreed to be paid by the Purchaser/s to the Vendor against and at the time of handing over of the possession of the Apartment to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.** |
| | | **Total Sale Consideration** |

**1.c** The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the said Apartment. The Purchaser/s specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. In the event of implementation of Goods Service Tax (GST) Provisions, the increased or decreed 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 GST etc. simultaneously with the payment of each installment.

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

**1.e** THAT the Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by the 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.

**1.f** THAT, the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority by furnishing the details of the changes if any, in the carpet area, subject to the variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit, then the Vendor 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 Purchaser/s, the Vendor 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.

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

**2.1** THAT, the Vendor 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 the said Apartment.

**2.2** THAT, Time is essence for the Vendor as well as the Purchaser/s. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the Purchaser/ss after receiving the occupancy certificate or the completion certificate. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. **("Payment Plan")**.

**3.** The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is _____Square Meters only and Vendor has planned to utilize Floor Space Index of____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI

by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of_____as proposed to be utilized by it on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

**4.1** If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Vendor agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Vendor, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser/s to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Vendor.

**4.2** Without prejudice to the right of the Vendor to charge interest on delayed payment 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 under this agreement as per the stages mentioned **Schedule – "E"** (including his/her proportionate share of taxes levied by concerned local authority or any other government authority and other outgoings) and if the Purchaser/s commits three defaults on making payment as per the stages mentioned in **Schedule – "E"** then the vendor shall at his own option may terminate this agreement:

**Provided that,** the Vendor shall serve a notice of 15 days in writing to the Purchaser/s, by registered Post AD at the address provided by the Purchaser/s and e-mail at the e-mail address provided by the Purchaser/s, informing its intention to terminate this Agreement and if the Purchaser/s fails to rectify the breach as mentioned by the Vendor within a period of 15 days, then the Vendor shall be entitled to terminate this Agreement.

**Provided Further that,** upon termination of this agreement as aforesaid, the Vendor shall refund to the Purchaser/s after deducting up to 10% of the Consideration Amount towards adjustment and recovery of any agreed liquidated damages or any and other administrative expenses or any other amount which may be payable to Vendor. Balance amount (if any) shall be refunded within 30 days of termination. In the event of termination Vendor

is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser/s shall apply for refund at their own effort and cost.

**5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Vendor in the said building.

**6.** The Vendor shall give possession of the Apartment to the Purchaser/s on or before _____day of _____20_____ If the Promoter Fails or neglects to give 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 Promoter shall be liable on demand to refund to the Purchaser/s the amount already received by him in respect of the apartments with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor 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.

**7.1** **Procedure for taking possession** – The Vendor upon obtaining the Completion Certificate 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 shall give possession of the said Apartment to the Purchaser/s. The Vendor 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 Vendor. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchaser/ss, as the case may be.

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

**7.3 FAILURE OF PURCHASER/S TO TAKE POSSESSION OF APARTMENT :** Upon receiving a written intimation from the Vendor as per

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

**7.4** 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 to the structural portions. In the like manner the Purchaser/s shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser/s, then in such event, Purchaser/s will be solely responsible for any consequences which may arise. The Purchaser/s shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

The maintenance of Apartment is the primary responsibility of the Purchaser/s and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.

The Purchaser/s shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor 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 regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser/s shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Society or the Limited Company

The Purchaser/s shall 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 said land and the building in which the Apartment is situated.

**7.5** If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Vendor 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 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, compensation for such defect in the manner as provided under the Act.

**8.0** The Purchaser/s shall use the Apartments/Shops or any part thereof or permit the same to be used only for purpose of residence in case of Apartments and business in case of Shops. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

**9.0** The Allottee along with other allottee(s)s of Apartments in the building on sale of 51% unit in Project shall join in forming and registering the Society or Association or a Limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or Association or Limited company and for become a member, including the by-laws of the proposed Society and duly fill in, sign and return to the promoter within seven days of the same been forwarded by the promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee No objections shall be taken by the Allottee if any changes or modification are made in the draft by-laws, or the Memorandum and/or Article of Association as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case maybe, or any other competent authority.

**9.1** The Promoter shall, within three months of date of issue of occupancy certificate of Building / Apartment 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 in which said apartment is situated.

**9.2** The promoter shall, within three months of date of issue of occupancy certificate of Building / Apartment 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 owner in the project land on which the building with multiple wings or buildings are constructed.

**9.3** That the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur Gramin-10 in Book No. 1 at Sr. No. ……on ……. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and her/his/their successors in title.

**9.4** 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

**9.5** 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/s severally or jointly with any other Apartment Owner or Owners.

**9.6** The Vendor shall, after execution of Sale Deeds of all the Apartments in the said Building, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

**9.7** Within 15 days after notice in writing is given by the Vendor 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/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs

and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Vendor such proportionate share of outgoings as may be determined.

**9.8** The Promoter and Vendor both hereby agrees that the relevant Act under which the Apartment Scheme is constructed, accordingly, the points as specified from 9.0 to 9.7 will be made applicable to both the parties.

**10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:** The Vendor hereby represents and warrants to the Purchaser/s as follows:

i. The Vendor 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;

ii. The Vendor shall have every right to change and appoint any new consultant as per his discretion & choice.

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

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

viii. The Vendor and/or Vendor 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;

x. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;

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

xii. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser/s, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xiii. The Vendor 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.

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

xv. The Purchaser/s is fully aware that water connection for said Scheme is not yet obtained from Municipal Corporation/Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendor will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser/s agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/sanctioning authority/ Vendor always indemnified.

xvi. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser/s of the Apartment and such terrace spaces are

intended for the exclusive use of the respective Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Vendor or the Association/Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

xvii. The Vendor 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.

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

**11.** The Purchaser/s or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows:-

i. To maintain the Apartment at the Purchaser/s'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/s hereby specifically agrees with the Vendor 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 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/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor 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 regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser/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 from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor within fifteen days of demand by the Vendor, 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/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 under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Vendor.

xi. The Purchaser/s 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/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 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/s shall permit the Vendor 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.

**12.** The Vendor shall maintain a separate account in respect of sums received by the Vendor 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 purposes for which they have been received.

A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts( including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real

Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with agreed terms of payment.

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

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

**15.** **PROMOTER SHALL NOT MORTAGAGE OR CREATE A CHARGE:** After the Vendor 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/s who has taken or agreed to take such Apartment.

**16.** **BINDING EFFECT :** Forwarding this Agreement to the Purchaser/s by the Vendor does not create a binding obligation on the part of the Vendor 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 as and when intimated by the Vendor. If the Purchaser/s(s) fails to execute and deliver to the Vendor 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, then the Vendor 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 annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

**19.** **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/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 any 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform 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 AGREEMENT :** Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

**22.** **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate

the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

**24.** The Purchaser/s and/or Vendor 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 Vendor will attend such Office and admit execution thereof.

**25.** Vendor specifically communicates to the Purchaser/s that the Purchaser/s shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of **AKS Infrastructure** or by electronic mode of transfer:
NEFT/ RTGS details are as under:-

| | |
|---|---|
| Account Holder Name | **AKS Infrastructure** |
| Bank Name | Bandhan Bank |
| Branch | Shop No.4-5, Ground Floor, Panchsheel Theatre Primises, Panchasheel Square, Nagpur (M.S) |
| Account Number | 11210002363501 |
| IFSC code | BDBL0002074 |
| Account type | Current Account |

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

**NAME OF THE PURCHASER/S/S**

**……..,**
aged about …… years, Occupation – Service/Housewife,
**……..,**
aged about ….. years, Occupation – Service/Business, Both R/o –
……
……...

**NAME OF THE VENDOR/DEVELOPER/DEVELOPER M/S AKS INFRASTRUCTURE,**
a Partnership Firm having its office at 53, Pritha Complex, First Floor, Uday Nagar Square, Beside Bhagyalaxmi Sabhagruh, Manewada Ring Road, Nagpur-440024, acting through its Authorized Partners –
**MR. YUSUF NAJMUDDIN KANCHWALA,**
aged about 41 years, Occupation - Business,
R/o - Badri Stores, Opposite Bohra Masjid, Itwari, Nagpur-440002,
**SHRI. RAHUL S/O LAHUJI DESHMUKH,**
aged about 41 years, Occupation – Business,
R/o - Plot No.12, Shriram Nagar, Chikhali Layout, Ring Road, Nagpur-440024.

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

**27.** **JOINT PURCHASER/SS : I**n case there are Joint Purchaser/ss all communications shall be sent by the Vendor to the Purchaser/s 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 Purchaser/ss.

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

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

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

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

## SCHEDULE-A

**(DESCRIPTION OF ENTIRE PROPERTY)**

All that piece and parcel of land bearing **Plot No.2, admeasuring about 13854.53296 Sq. Ft. (i.e. 1287.596 Sq. Mtrs.)** as per Sale Deed AND as per Release Letter of the NMC being a part and portion of the entire land bearing of **Kh.No.172** of **MOUZA: HUDKESHWAR (BU)**, Patwari Halka No.37 bearing Nagpur Municipal Corporation House No. 172/DLK/2, Ward No.76, situated in layout of Shri Ashtavinayak Nagar, Nagpur within the limits of the Nagpur Municipal Corporation, Nagpur and the Nagpur Improvement Trust, Nagpur, in Tah. and Dist. Nagpur and the same is bounded as under:-

East : Plot No 4, 5, 6, & 7
West : 80 ft. Wide Road
North : 40 ft. Wide Road
South : Plot No.03

## SCHEDULE - B

**(DESCRIPTION OF PROPERTY AGREED TO BE SOLD)**

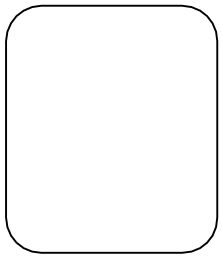
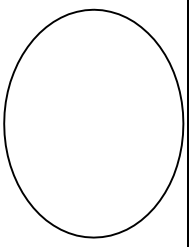
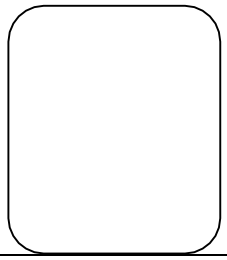
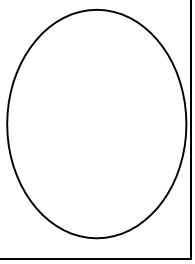
| | |
|---|---|
| Flat No. | **……, Type -2 BHK** |
| Name of the Scheme | **VASTU SQUARE** |
| Floor | |
| Carpet area (Sq. Mtrs.) | |
| Built up area (Sq. Mtrs.) | |
| Common area (Sq. Mtrs.) | |
| Share in Parking Area (Sq. Mtrs.) | |
| Terrace area (Sq. Mtrs.) | |
| Undivided Share (%) | |

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

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/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/s will be responsible for the same & not advocate and Sub. Register.

| | | |
|---|---|---|
| | | **M/S AKS INFRASTRUCTURE,**<br>acting through its Authorized Partners<br><br>**SHRI.RAHUL LAHUJI DESHMUKH**<br><br>**SHRI.YUSUFBHAI S/O NAJIMUDDIN KANCHWALA**<br>**(VENDOR/SELLER)** |
| | | **…….**<br>**(PURCHASER/S)** |

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

| | | |
|---|---|---|
| 1……. |  |  |
| 2……. |  |  |

## SCHEDULE – "C" ABOVE REFERRED TO

**[Description of common areas and facilities]**

A) Covered Parking Facility is provided to the said Building.

b) Common passage leading to the Stair Ways.

c) Compound wall on front sides 1 (ONE) Grill Gate/s is/are provided to the said Building for ingress and egress of Apartment Owners.

d) The following facilities located throughout the building.

i) 2 (TWO) Staircases are provided to the said Building.

ii) A Sump with Electric Motor and Pump.

iii) Plumbing net work, throughout the building.

iv) Electric wiring network throughout the building.

v) Necessary light and public water connections.

vi) 2 (TWO) Overhead Water Tank/s.

vii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

viii) AND in general all apparatus and installations existing for common use.