AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2018, BETWEEN : KRISHNKANT PRASAD PARTNER OF M/S POOJA CONSTRUCTION_____, a Partnership Firm, having its Office at 11 GROUND FLOOR LAXMIPOOJA NIWASH COSMO POLOTIAN SOCIETY SOMALWADA WARDHA ROAD NAGPUR,_____, hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PARTNERSHIP FIRM and its PARTNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

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MRS./SMT./SHRI. _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,
hereinafter called the **"PURCHASER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASER",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT piece and parcel of land bearing Plot No. 68,69 and 70 containing by admeasurement 4276.61 sq.ft_____ and more particularly described in the **Schedule – "A"** hereunder written ***(hereinafter referred to as "the project land")***

WHEREAS ALL THAT piece and parcel of land bearing Plot No. 1 containing by _____ Tahsil and District – NAGPUR, Originally belonged to NEW DIMENSSIONS INFRTECH _____, being his separate property; AND

WHEREAS the aforesaid _LAND_____ lateron transferred the aforesaid property by way of Sale to POOJA CONSTRUCTION_____, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. ___ on even date; AND

WHEREAS the aforesaid Plot No. 68,69,70 is covered under the scheme of 1900 layouts of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS for Regularisation and Development of the said Plot No. 68,69,70 from the Nagpur Improvement Trust, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularization, Upgradation and Control) Act, 2001, the Vendor had applied to the Nagpur Improvement Trust, Nagpur for the same. It also paid/deposited the Development Charges for Regularization and Development of the said Plot of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it; AND

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WHEREAS consideration the application of the said 68,69,70_____and also on receipt of the Development charges as demanded by it from it, the Nagpur Improvement Trust, Nagpur later on regularised the said Plot No. 68,69,70, and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (NORTH), Nagpur Improvement Trust, Nagpur vide his Permit No. 2021090225/504__ in favour of Maharana's. As per the regularisation Letter Dated 13/04/2022_ the area of the said Plot No.68,69,70 is shown and declared as 397.307_ Sq. Mtrs.; AND

WHEREAS the aforesaid lateron transferred the aforesaid property by way of Sale to POOJA CONSTRUCTION__., the Vendor named hereinabove, by a Sale Deed dated 04/05/2022 __, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-_4_ in Book No. 4458/2022 at Sr. No. =====__ on even date. As result therefore the Vendor has now become the owner of the aforesaid property with heritable and transferable rights therein; AND

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;

Apartments and consists of 10 No. (TEN) Tenements Apartments thus there are in all 10 (TEN) 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. _____ ***authenticated copy is attached in Annexure 'F'***;

WHEREAS, the Vendor/Developer/Promoter has appointed Architect Mr.B.R. SHARMA& ASSOCIATES _____, having its office at Plot No. 8 OLD SUBHEDAR LAYOUT EXTN.SHARDA CHOWK NAGPUR-24_____ Nagpur;

WHEREAS, the Vendor/Developer/Promoter has also appointed the Structural Engineer Mr. _B.R. SHARMA& ASSOCIATES_____ having their office at _____8 OLD SUBHEDAR LAYOUT EXTN.SHARDA CHOWK NAGPUR-24_____ _____, Nagpur for structural designs and drawings of the building/s and the Vendor

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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 into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

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

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

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Vendor to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively***;

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved Building Engineer (N), Nagpur Improvement Trust, Nagpur vide his Building Permit No. 2021090225/504_____ Dated _13/04/2022_____ have been ***annexed hereto and marked as Annexure C***;

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D;***

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-__ in Book _____. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

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

WHEREAS, the Purchaser has applied to the Vendor for purchase of Apartment No. _____----on _____-- Floor in Wing ____ constructed in the said Project

WHEREAS, the carpet area of the said Apartment is 78.394_____ **square meters;** Open Balcony area is 23.03_____ **square meters;** Enclosed Balcony area is 3 . 2 6 5 **square meters;** Terrace area is _____ **square meters.;**

WHEREAS, for the purpose of this agreement following areas are defined :

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

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area covered by the internal partition walls of the apartment. Carpet area is shown separately in **SCHEDULE – "B".**

Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE – "B".**

Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in **SCHEDULE – "B".**

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

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 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 as advance payment or Application Fee (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser 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 for the sale in respect of the said apartment and therefore, Vendor and the Purchaser 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 hereby agrees to purchase the said Apartment.

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

1.The promoter shall construct the said building/ consisting of _____basement and ground / stilt,/_____ podiums, and _____upper floors on the project land in the accordance with the plan , designs and specifications as approved by the concerned local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment No. ___ of the type ___ having carpet area admeasuring 78.394 Sq. Metres on _____ Floor in the Wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of Rs. _____/- (Rupees _____ Only). After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs. _____/- (Rupees)** to be paid by the Purchaser to the Vendor towards the said Apartment hereinafter referred to as the **"Consideration amount".** The Vendor specifically declares and the Purchaser 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.ii) The allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the allottee covered parking space bearing nos _____ situated at _____ Basement and/ or Stilt and /or_____ podium being constructed in layout for the consideration of Rs._____.

1.iii) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____.

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

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SCHEDULE – "E"

i) Rs. _____/- (Rupees _____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on execution of this Agreement.

ii) Rs. _____/- (Rupees _____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on execution of this Agreement.

iii) Rs. _____/- (Rupees _____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the Plinth of the building / wing in which the said Apartment is located.

iv) Rs. _____/- (Rupees _____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the slabs and stilts of the building or wing in which the said Apartment is located.

v) Rs. _____/- (Rupees _____) Only ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

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

vii) Rs. _____/- (Rupees _____) Only ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser 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.

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viii) Rs. _____/- (Rupees _____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser 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.

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

Rs. **(RUPEES _____ _____ ONLY)**

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor 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 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. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the

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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, which shall only be applicable on subsequent payments.

1.f THAT the Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h THAT, the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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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, 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. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the 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 397.307 Square Meters only and Vendor has planned to utilize Floor Space Index of 1.799 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 1.799 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

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

4.2 Without prejudice to the right of the Vendor to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the Vendor shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser

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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 and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Vendor in the said building and the Apartment as are set out in **Schedule - 'D',** ***annexed hereto***.

6. The Vendor shall give possession of the Apartment to the Purchaser on or before _____ day of _____ _____ If the Vendor fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor 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 as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the

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Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the case may be.

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

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

7.4 THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor.

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7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

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

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Vendor and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

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

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

The maintenance of Apartment is the primary responsibility of the Purchaser 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 neighbours and for the building structure.

The Purchaser 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 and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser 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 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.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the 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

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rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

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

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence for carrying on any Residential use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.0 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.

9.1 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.

9.2 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-4 in Book No. 1 at Sr. No. 6103 Dated 12-10-2018. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

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9.3 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.4 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.5 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.

9.6 The Allottee along with other allottee(s)s Apartment in the building shall 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 sign and execute the application for registration and /or membership and the other and documents necessary for the formation and registration of the society or Association all limited company and for becoming a member including the by-laws of the proportions society and duly filled in sign and returns to the promoter within 7 days of the being forwarded by the promoter to the allottee so as to enable the promoter to register organization of allottee ,So as to enable the promoter to register common organization of allottee no objection shall be taken by allottee is any character or modifications are made in the draught bye laws or the memorandum and or article Association as may be required by the register of cooperative societies are the registrations of companies as the case may be or any other complete authority.

a) The promoter shall within three months of registration of the society Association of limited company as aforesaid cost to the transferred to the society. Or Limited company all the right, title and interest of the Vendor/Lessor/original/owner/ promoter and /or the owners in the cell structure of the building or wing in which state department is situated

b) The promoter shall within three months of registrations of the Federation/ Apex body of the societies or limited company as aforesaid, cause to

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be transferred to the Federation/ Apex body all the right, tittle and the interest of the Vendor/Original/owner promoter and/or the owners in the project land on which the building with multiple Wings or buildings are constructed.

9.7 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional maintenance amount of Rs._____/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project.

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

Vendor shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers more particularly described in **Schedule – "F"**, until Vendor hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Vendor is not for maintaining the project for any particular years. Vendor hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Vendor shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Purchasers and this

maintenance fund will not be misused by the Vendor for any other purpose. Upon formation of Society as mentioned above, the Vendor shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser on the Vendor on the maintenance amount. Vendor shall have sole discretion to decide actual utilization of the maintenance charges collected from the

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Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.

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 tp 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 as follows :

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

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

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

iv. There are no encumbrance upon the project land or the project expect those disclosed in the title report,

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

vi. 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;

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

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are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. 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 created herein, may prejudicially be affected;

ix. 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 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 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, 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 is fully aware that water connection for said Scheme is not yet obtained from Municipal Corporation 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 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 indemnified at all times.

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

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

i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible

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and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor 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 for any purposes other than for purpose for which it is sold.

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of

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any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the 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 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 is 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 the 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 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, but all the same such

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mis-statement, error omission will always be subject to correction by the parties hereto.

15. 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 who has taken or agreed to take such Apartment.

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

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [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, in Nagpur after the Agreement is duly executed by the Purchaser 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 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 that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of _____ or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name _____

ii. Bank Name -:

iii. Branch -:

iv. Account Number

v. IFSC code.-:

vi. Account type –

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

_____ Name of Purchaser

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_____ (Purchaser's Address)

Notified Email ID : _____

_____

(Name of Vendor name)

_____

(Address of Vendor)

Notified Email ID :

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

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

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

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

30. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force 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.

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.

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SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT Piece and parcel of land bearing Plot No.68,69,70 containing by admeasurement 397.307_____ including all other easementary rights appurtenant and belonging therein, bearing City Survey No. 506_____ Tahsil and District – NAGPUR and bounded as under:

ON THE EAST	**-**	**9.00MTRS.WIDE ROAD**
ON THE WEST	**-**	**PLOT NOS.62,63,&64**
ON THE NORTH	**-**	**PLOT NO.67**
SOUTH	**-**	**PLOT NO.71**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Buildin:_LAXMI POOJA NIWASH_____

Apartment No.	Floor	Carpet Area Sq. Mtrs.	Enclosed Balcony Sq. Mtrs.	Open Balcony Sq. Mtrs.	Attached Terrace Sq. Mtrs.	Undivided Share in Land (%)
		78.394	1.799	23.03	NIL	10%

The said Apartment is bounded as under :

ON THE EAST : BY _9.00MTRS.WIDE ROAD

ONTHEWEST: BY PLOT NOS .62,63,&64

ON THE NORTH:BYPLOT NO.67

ON THE SOUTH : BY _PLOT NO.71_____

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) 1(ONE) Staircases are provided to the said Building.

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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.

SCHEDULE – "D" ABOVE REFERRED TO

(Authenticated copies of the Floor plans)

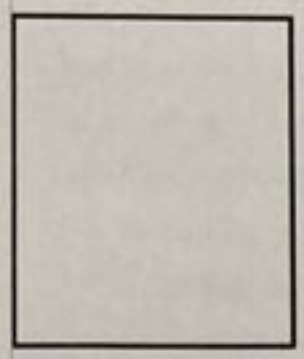
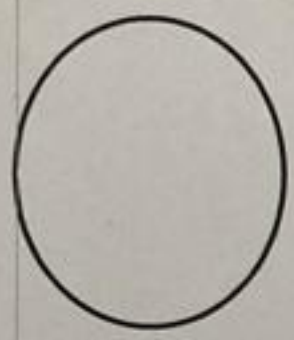
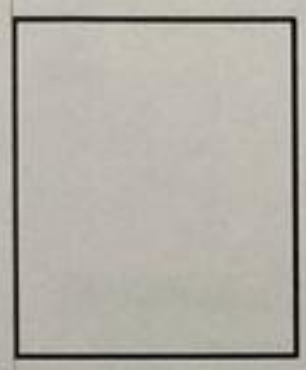
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IN WITNESS WHEREOF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			M/S. POOJA CONSTRUCTION 1)KRISHNKANT BABULAL PRASD ()
02			2) MRS.RUKHMINI KRISHNKANT PRASAD Authorized partner ()

POOJA CONSTRUCTION ★ NAGPUR ★

Contd. . .

			
04			(_____) ALLOTTEE/PURCHASER

WINTESSES :-

(1) _____ (2) _____

APJ & Associates

