AGREEMENT TO SALE FOR RS. _____/- ONLY

(_____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR) RS.

_____/- ONLY

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

DHANSHREE CONSTRUCTION BUILDERS AND DEVELOPERS, A Partnership Firm, having its Office at Plot No.3, Ekta Nagar, Borgaon, Gorewada Road, Nagpur Income Tax PAN AAJFD4818L, and acting through its Authorised Partner SHRI. JOGINDARS S/o LILADHAR SAHU Aged about 28 Years, Occupation -Business, Aadhar Unique identity No 2613 1353 9825 Resident of Plot No.3, Ekta Nagar Borgaon, Gorewada Road, Nagpur-440013 Tahsil and District - NAGRUR

Hereinafter referred to and called the "PROMOTER" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said PROMOTER, as well as it's/his heirs, legal representatives, successors, executors, assigns etc. of the ONE PART;

AND

(PAN – & AADHAAR No.)
Aged about years, Occupation –
R/o.

Hereinafter referred to and called the "ALLOTTEE" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said ALLOTTEE, as well as his heirs, legal representatives, successors, executors, assigns etc. of the OTHER PART.

WHEREAS the Vendor is an exclusive, absolute and full owner and in possession of the property comprising ALL THAT Piece and parcel of land bearing Plot No. 27 out of the layout of Shri Geeta Co-operative Housing Society Limited, Nagpur containing by admeasurement 454.50 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 93/3, 95/1 & 96/1 of MOUZA – BORGAON, P.S.K. 8, bearing Corporation House No 482/A/7B/27, City Survey No. 328 and Sheet No. 17, situated at Gorewada, Nagpur within the limits of the Nagpur Municipal Corporation Ward No.61 in Tahsil and District-NAGPUR; AND

WHEREAS ALL THAT Piece and parcel of land bearing Plot No. 27 out of the layout of Shri Geeta Co-operative Housing Society Limited, Nagpur containing by admeasurement 468 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 93/3,95/1, & 96/1, of MOUZA BORGAON, P.S.K. 8, bearing City Survey No 328 and Sheet No 17, situated at Gorewada, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 61 in Tahsil and District-NAGPUR, Originally belonged to Mahammd Nasir Mahammad Ibrahim, having purchased the same by him from Shri Geeta Co-operative Housing Society Limited, Nagpur, by a Sale Deed dated 18-03-1987 which is duly registered at the Office of the Joint Sub-Register Nagpur in Addl. Book No.1 , at Sr. No. 1204(P) on event date; AND

WHEREAS the aforesaid Mohammd Nasir Mohammad Ibrahim later on transferred the aforesaid property by way of Sale to Mrs. Anuradha Arun Varhokar, the Vendor named hereinabove, by a Sale Deed Dated 19-06-1993 which is duly registered at the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 707 on Pages 114 to 115 at Sr. No. 3426 on even date; AND

WHEREAS the aforesaid Plot No. 27 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 27 from the Nagpur Improvement Trust, Nagpur under The Provisions of Maharashtra Gunthewari Developments (Regularisation, 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 Regularisation and Development of the said Plots of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it; AND

WHEREAS considering the application of the Vendor 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. 27 and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (WEST) Nagpur improvement Trust, Nagpur vide his Permit No. 924 Dated 15-09-2016 in favour of the Vendor. As per the regularisation Letter Dated 15-09-2016 the area of the said Plot No. 27 is shown and declared as 454.50 Sq. Mtrs. instead of 408 Sq Mtrs. Thus the area of the said Plot No. 27 is at present total area of 454.50 Sq. Mtrs. As a result therefore the Vendor has now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records, AND

WHERAS the aforesaid Plot No. 27 out of Kh. Nos. 93/3, 95/1 & 96/1 of MOUZA - BORGAON, P.S.K. 8 is converted for Non-Agricultural (Residential) Use vide Order Dated 23-11-2016 passed by the Additional Tahsildar, Nagpur in Revenue Case No. 1512/NAP-34/2016-17; AND

WHEREAS the Promoter has purchased the said Plot from Mrs. Anuradha Arun Varhokar through Sale Deed Dated 23.11.2022

WHEREAS the Promoter has purchased the said Plot from Mrs. Anuradha Arun Varhokar through Sale Deed Dated 11.08.2018

WHEREAS, DHANSHREE CONSTRUCTION BUILDERS AND DEVELOPERS decided to develop the aforesaid Portion of the Plot into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein.

AND WHEREAS, DHANSHREE CONSTRUCTION BUILDERS AND DEVELOPERS has prepared a plan of a Multistoried building then proposed to be constructed on the said Southern Portion of the Plot and to be known and styled as "SUNSHINE APARTMENT" and the same is duly sanctioned by the Deputy Director, Town Planning Deptt., Nagpur Improvement Trust vide his Building Permit No. B.E.(WEST)/ CASE NO.BUL-G-2005/Tracking No.202107288/801 Dated 12-08-2022.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. The Promoter shall construct the aforesaid Project consists of a Multisoried Building consisting of Basement, Ground Floor and 7(Seven) Upper Floors. The Basement and Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-. which includes :

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

1.c *The Allottee has paid on or before execution of this agreement a sum of Rs*
_____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to
that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-
i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each installment.

The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee 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 Allottee from the Sale Consideration payable to the Promoter Party 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 Promoter Party undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.f The Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee 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 Allottee shall be void and shall not be binding upon the Promoter Party.

1.g The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ __% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter

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

within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 Allottee do hereby authorizes the Promoter Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter Party may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter Party to adjust her/his payments in any manner.

2.1 The Promoter Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter 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 Promoter has disclosed the Floor Space Index of _ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed

construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

Provided that, Promoter Party shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Promoter Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Promoter Party shall refund to the Allottee, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of

sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter Party.

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

6. The Promoter Party shall give possession of the Apartment to the Allottee on or before _____. If the Promoter Party fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Promoter Party shall not deliver the actual physical possession of the said Apartment to the Allottee until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and etc. are paid by the Allottee in full to the Promoter Party hereto.

Provided further that the Promoter Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God etc ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession – The Promoter Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing or through email, the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 months (Three Months) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Allottee. The Promoter Party agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Allottee agree(s)

to pay the maintenance charges as determined by the Promoter Party or Association of Allottees, as the case may be.

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

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

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

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

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

7.7 The Allottee 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 Allottee 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 Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 The Vendor/Promoter Party does hereby agree with the Allottee 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 Allottee, the Vendor/Promoter Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.

7.9 In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee 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 Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect.

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

8.2 It is understood by the Allottee that the Promoter Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be

constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party.

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

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

9.3 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 Allottee severally or jointly with any other Apartment Owner or Owners.

9.4 The Allottee along with other allottee(s)s of Apartments in the building 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 the 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 becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar

of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority

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

9.6 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/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 Promoter Party to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter Party such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings from the date of possession/Sale deed & shall be deducted from the association deposit/corpus fund of members for the amount paid by the developer. The amounts so paid by the Allottee to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.

10 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY:

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

i. The Promoter Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has

actual, physical and legal possession of the project land for the implementation of the Project;

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

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

vii. The Promoter 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 Allottee under this Agreement;

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

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

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

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

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

14. The Allottee or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter Party as follows :-

i. To maintain the Apartment at the Allottee'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 Allottee hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or prevent or obstruct the Promoter Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter Party to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter Party and/or the Society/ 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 Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

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

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix. Pay to the Promoter within fifteen days of demand by the Promoter, 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

x. 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 Allottee for any purposes other than for purpose for which it is sold.

xi. The Allottee 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 Allottee to the Promoter Party under this Agreement are fully paid up.

xii. The Allottee 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 Allottee 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.

xiii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiv. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof

xv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.

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

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

16. 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 Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

. 18. BINDING EFFECT :

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

19. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY :

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said Project.

24. FURTHER ASSURANCES :

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

25. PLACE OF EXECUTION :

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

.

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

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

1. MR._____
2. MRS._____

(Name of Allottee)

Both R/o _____

(Allottee's Address)

Notified Email ID : _____

DHANSHREE CONSTRUCTION BUILDERS AND DEVELOPERS

(Name of Promoter Party)

Flat no.103 Plot no.41.Awade Babu Opposite. KaliMandir Lashkaribagh Nagpur - pin 440017.

(Address of Promoter Party)

Notified Email ID: _____

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

28. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter Party to the Allottee 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 Allottees.

29. STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSCIATION DEPOSIT : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Allottee. Additionally the Allottee shall bare the expenses of Rs_____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)

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

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

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

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

FIRST SCHEDULE ABOVE REFERRED TO

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Khasra No.____ containing by admeasurements _____ Sq. Mtrs. of Mouza – _____, including all easementary rights appurtenant and belonging thereto, situate at Village

– _____, within the limits of _____ri, in Tahsil –and District – NAGPUR and bounded over as under :-

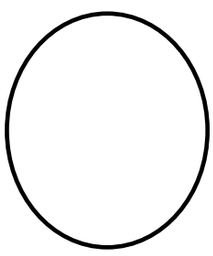
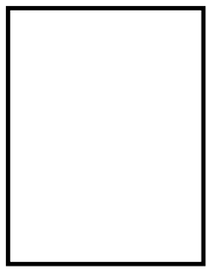
ON THE EAST - _____
ON THE WEST - _____
ON THE NORTH - _____
ON THE SOUTH - _____

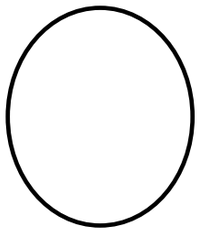
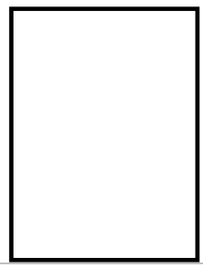
Note: Undivided Share in land does not include the area of covered parking in the Building scheme.

SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **FLAT _____ on** the **GROUND FLOOR** of the Residential Building, as per the Deed of Declaration Registered on dated _____,out of the Complex to be known and styled as **"SUNSHINE APARTMENT"** constructed on the aforesaid land covering a **Carpet Area _____Sq. Mtrs.,** (Built-up area of _____Sq. Mtrs.), including proportionate area any share in stair case and balconies for upper floors, TOGETHER WITH **UNDIVIDED _____% share** and interest in the aforesaid Plotable area of _____ sq. mtrs.

IN WITNESS WHEREOF the VENDOR, the ALLOTTEE and the CONFIRMING PARTY herein above named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written

SR. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			SMT. DHANSHREE CONSTRUCTION BUILDERS AND DEVELOPERS (_____) AUTHORIZED PARTNER

02.			(_____) ALLOTTEE

WITNESSES :

(1) _____

(2) _____

LIST OF ANNEXURE

Annexure "A" : Property Card

Annexure "B" : Building Commencement Certificate

Annexure "C" : Sanctioned Plan of the Project

Annexure "D" : Copy of Floor Plan

Annexure "E" : Authenticated copy of Registration Certificate of the Project granted by the Real EstateRegulatory Authority.