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 on this _____ day of _____ in the Year _____ at **Nagpur**, Taluka **Nagpur**, District **Nagpur.**

By and Between

M/s. Gurukrupa Construction through it's Proprietor **Mrs. Chetna Ashok Deotale**, (**PAN AASPD4932E**), having its registered Office at Plot No. 19, New Subhedar Layout, Nr. Basweshwar Statue, Nagpur - 440024,

Hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PROPRIETORSHIP FIRM and their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

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, Originally **SHRI. BALKRUSHNA TUKARAMJI WAGHMARE** is the owner of ALL THAT piece and parcel of land bearing NIT Trust Plot No. 64, Corporation House No. 628/A/B/C, Ward No. 20, City Survey No. 182, Sheet No. 288 out of Kh. No. 579, Ganesh Nagar, Industrial Basti Scheme, Azamshah Layout, Old Nandanvan, Nagpur – 440009, total area admeasuring **371.612 Sq. Mtr.**

WHEREAS, SHRI. BALKRUSHNA TUKARAMJI WAGHMARE was passed away on 02.08.2022 leaving behind his legal heirs namely, **1. SHRI. PRALHAD BLKRUSHNA WAHMARE, 2. SHRI. VASUDEV BALKRUSHNA WAGHMARE, 3. SHRI. MANOHAR BALKRUSHNA WAGHMARE & 4. SHRI MORESHWAR BALKRUSHNA WAGHMARE.**

WHEREAS, 1. SHRI. PRALHAD BLKRUSHNA WAHMARE, 2. SHRI. VASUDEV BALKRUSHNA WAGHMARE, 3. SHRI. MANOHAR BALKRUSHNA WAGHMARE & 4. SHRI MORESHWAR BALKRUSHNA WAGHMARE being interested to sold the above said property and **M/s. GURUKRUPA CONSTRUCTION through it's Proprietor SAU. CHETANA ASHOK DEOTALE** being interested to purchase the above said property hence Agreement to sale was executed on dated 22.12.2011 duly registered before the sub registrar Nagpur No. 5 at Sr. No. 6297/2011.

WHEREAS, 1. SHRI. PRALHAD BLKRUSHNA WAHMARE, 2. SHRI. VASUDEV BALKRUSHNA WAGHMARE, 3. SHRI. MANOHAR BALKRUSHNA WAGHMARE & 4. SHRI MORESHWAR BALKRUSHNA WAGHMARE as a Vendor executed Sale Deed on

the name of **M/s. GURUKRUPA CONSTRUCTION through it's Proprietor SAU. CHETANA ASHOK DEOTALE** which duly executed on dated 31.05.2012 duly registered before the sub registrar Nagpur No. 5 at Sr. No. 2903/2012

AND WHEREAS, the present Vendor duly sanctioned the building plan vide it's Building Permit commencement certificate duly issued by Nagpur Municipal Corporation Nagpur vide its permit no. 863/PB/NAGPUR/TP/NMC/974 issued by Assistant Director Town Planning Dept Nagpur Hanuman Nagar Zone No. 03, Municipal Corporation Nagpur on dated 17.03.2022. The said Scheme has been named as **"GURUKRUPA HEIGHTS"**.

AND WHEREAS, the said Apartment is submitted to the provisions of Maharashtra Apartment Ownership Act and a Deed of declaration to the said effect is duly registered on Dated 02.05.2022 duly registered before the Sub-Registrar Nagpur No. 8 at Sr. No. 2633/2022.

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;

AND 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;

AND 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;

AND 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';

AND WHEREAS, the Vendor/Developer/Promoter has appointed Architect **Mr. Mahesh Padole**, having its office at **Plot No. 60, Gurukrupa Layout, Nr. Naik Nagar, Manewada Ring Road, Nagpur - 27**;

AND WHEREAS, the Vendor/Developer/Promoter has also appointed the Structural Engineer **Mr. Shrikant M. Kharwade**, having their office at **Gadikhana, Mahal , Nagpur** for structural designs and drawings of the building/s and the Vendor shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

AND 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;

AND 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 **Mr. Mahesh Padole,** 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;

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

AND 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. **863/BP/NAGPUR/TP/NMC/974** Dated 17.03.2022 have been annexed hereto and marked as Annexure C;

AND 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;

AND 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;

AND 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;

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

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

AND WHEREAS, the carpet area of the said Apartment is _____ Sq. Mtrs.; Open Balcony area is _____ Sq. Mtrs.; Enclosed Balcony area is _____ Sq. Mtrs.; Terrace area is _____ Sq. Mtrs.;

AND WHEREAS, for the purpose of this agreement following areas are defined:
Carpet Area: As per sub-section (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 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.

AND 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;

AND 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;

AND 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._____;

AND 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 Apartment and the garage/covered parking.

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

1. THAT, the aforesaid Project consists of a Multistoried building/~~Wings~~ consists of 5 Floors, having Ground Floor shall utilized for Parking and 10 (TEN) Apartments to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser 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 _____ of carpet area admeasuring _____ Sq. Mtrs. on _____ Floor in the building **GURUKRUPA HEIGHTRS** (hereinafter referred to as "the Apartment") as shown in the

Floor plan thereof hereto annexed and marked **Schedule D** for the consideration of Rs._____/- (Rupees _____Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the sale common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1. a) ii) After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the garage bearing Nos _____ situated at _____ Ground Floor and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

1. a) iii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser covered parking spaces bearing Nos _____ situated at _____ Ground Floor and/or stilt and/or _____podium being constructed in the layout for the consideration of Rs. _____/-

1.b) The total aggregate consideration amount for the apartment including garages/covered parking spaces in thus Rs. _____/- (Rupees _____ _____ Only)

SCHEDULE – "E"

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

i) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) agreed to be paid by the Purchaser to the Vendor after execution of this Agreement.
ii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) agreed to be paid by the Purchaser to

the Vendor on completion of plinth of the building in which the said Apartment is located.

iii) Amount of 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 including podiums and stilts of the building in which the said Apartment is located.

iv) Amount of 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.

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

vi) Amount of 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 in which the said Apartment is located.

vii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the Vendor on completion of lifts, water pumps, electrical fittings, electro, mechanical and environmental 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. _____/- (Rupees _____ Only) 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) 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. 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 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 authorises 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.

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 _____ Sq. Mtrs. only and Vendor has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Purchaser 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 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 the 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 _____ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. 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 not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Vendor hereto.

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.

If the Vendor completes the construction before time, then the Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

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 3 (three) months 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 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.

The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

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.

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 reserves it's right to 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 Purchaser 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 be 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.

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 neighbors 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 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 proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the 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. The Purchaser along with other purchaser(s) of Apartment 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 Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;

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

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

9.3 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, 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 monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Vendors to the Society or the limited company, as the case may be.

9.4 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 - ____ in Book No. _____ at Sr. No. _____ Dated _____. 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.

9.5 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the

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

9.6 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.

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

(i) Rs. _____ for share money, application entrance fees of the Society or 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 outgoings of 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.

11. The Purchaser shall pay to the Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/ Advocates of the Vendor 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 Leas o f the structure of the building or wing of the building, the Purchaser shall pay to the Vendor, the Purchaser's Share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of

conveyance or Lease of the project land, the Purchaser shall pay to the Vendor, the Purchaser's 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 VENDOR: The Vendor hereby represents and warrants to the Purchaser as follows:

i) The aforesaid property is presently not mortgaged with any financial institutions.

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 encumbrances upon the project land or the Project except 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 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/~~Grampanchayat~~ and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendor will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser 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.

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.

14. 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 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 non-observance of 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.

15. 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.

15A. In case the transaction being executed by this agreement between the Vendor and the Purchaser is facilitated by a Registered Real Estate Agent, all amount (including the said Registered Real Estate Agent, shall be paid by the Vendor/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

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 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.

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

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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**.

27. 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.

28. 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 **M/s. Gurukrupa Construction** or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name : - **M/s. Gurukrupa Construction**
ii. Bank Name : - **IDFC FIRST Bank**
iii. Branch : - **Zade Bhavan Branch, Nagpur**
iv. Account Number v. IFSC code. : - **10081545694 / IDFB0042503**
v. Account type : **Current Account**

29. 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 :-
(Purchaser's Address) :-
Notified Email ID :-

For M/s. Gurukrupa Construction
64, Ganesh Nagar,
Nr. Mayur Mangal Karyalaya,
Nandanvan, Nagpur - 440009
Notified Email ID: - ckwanjari29@gmail.com

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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

SCHEDULE – "A" ABOVE REFERRED TO Description of the Project land

ALL THAT Piece and parcel of land bearing NIT Trust Plot No. 64, Corporation House No. 628/A/B/C, Ward No. 20, Sheet No. 288 out of Kh. No. 579, Ganesh Nagar, Industrial Basti Scheme, Azamshah Layout, Old Nandanvan, Nagpur – 440009 containing by admeasurement 371.612 Sq. Mtrs including all other easementary rights appurtenant and belonging therein, bearing City Survey No. 182 Tahsil Nagpur and District – NAGPUR and bounded as under:

ON THE EAST	-	BY PLOT NO. 63
ON THE WEST	-	BY PLOT NO. 65
ON THE NORTH	-	BY PLOT NO. 69
ON THE SOUTH	-	BY THE ROAD

SCHEDULE – "B" ABOVE REFERRED TO Description of the Apartment

Name of Building: GURUKRUPA HEIGHTS

Flat No.	Carepet Area (Sq. Mt.)	Built Up Area of Flat (In Sq. Mt.)	Open Balcony (Sq. Mt.)	Common Share Area (In Sq. Mt.)	Open Terrace (Sq. Mt.)	Super Built Up Area (In Sq. Mt.)	Common Parking (Sq. Mt.)	Undivided Share in Land (Sq. Mt.)	Undivided Share in Land (%)
F-101-3-BHK	77.185	86.329	2.385	19.305	7.852	105.634	14.4449	38.678	10.411%
F-102-2-BHK	68.963	76.518	12.73	20.768	NIL	97.286	12.8033	35.622	9.589%
F-201-3-BHK	77.185	86.329	2.385	19.305	7.852	105.634	14.4449	38.678	10.411%
F-202-2-BHK	68.963	76.518	12.73	20.768	NIL	97.286	12.8033	35.622	9.589%
F-301-3-BHK	77.185	86.329	2.385	19.305	7.852	105.634	14.4449	38.678	10.411%
F-302-2-BHK	68.963	76.518	12.73	20.768	NIL	97.286	12.8033	35.622	9.589%
F-401-3-BHK	77.185	86.329	2.385	19.305	7.852	105.634	14.4449	38.678	10.411%
F-402-2-BHK	68.963	76.518	12.73	20.768	NIL	97.286	12.8033	35.622	9.589%
F-501-3-BHK	77.185	86.329	2.385	19.305	7.852	105.634	14.4449	38.678	10.411%
F-502-2-BHK	68.963	76.518	12.73	20.768	NIL	97.286	12.8033	35.622	9.589%
Total	**730.740**	**814.235**	**75.575**	**200.365**	**39.260**	**1014.600**	**136.2410**	**371.500**	**100.000%**

The said Apartment is bounded as under: -

ON THE EAST - BY PLOT NO. 63

ON THE WEST - BY PLOT NO. 65

ON THE NORTH - BY PLOT NO. 69

ON THE SOUTH - BY THE ROAD

SCHEDULE – "C" ABOVE REFERRED TO [Description of common areas and facilities]

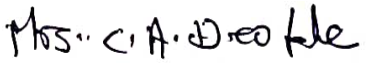
a. Covered Parking Facility is provided to the said Building.
b. Common passage leading to the Stair Ways.
c. Compound wall on front sides 2 (TWO) Grill Gate/s is/are provided to the said Building for ingress and egress of Apartment Owners.
d. The following facilities located throughout the building.
    i) 1 (ONE) Staircases are provided to the said Building.
    ii) Two Sumps with Electric Motor and Pump.
    iii) Plumbing network, 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.

SR. NO.	**Finger Print (LEFT THUMB)**	**PASSPORT SIZE PHOTOGRAPH**	**SIGNATURE & FULL NAME**
1)			For M/s. Gurukrupa Construction  Sau. Chetna Ashok Deotale (Proprietor)
2)			(Name & Signature of Allottee (1)
3)			(Name & Signature of Allottee (2)

WITNESSES: -

(1) (2)