AGREEMENT TO SELL

FOR RS. _____ ONLY

(RUPEES _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2023, BETWEEN:

M/S. CONCRETE DEVELOPERS (PAN NO. AAAFC6294L) a duly registered partnership firm, having its office at Plot No. 3 & 4, Gauri Heights, Canal Road, Ramdaspeth, Nagpur - 440010, and acting through its partners **(i) Shri Sanjay S/o Nagorao Paidlewar**, aged 55 years Occupation, Business, R/o 140, Shivaji Nagar, Nagpur - 440010 **(ii) Shri Nitish S/o. Rameshchandra Chordia**, Aged 53 years, Occupation Business R/o. Plot No. 139, Shankar Nagar, Nagpur - 440010, hereinafter called the **VENDOR / DEVELOPER,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM and it's PARTNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

(1) **SHRI/SMT. _____**, Aged about _____ Years, Occupation - _____, (Income Tax Permanent Account No.: _____, Aadhar No.: _____, Email Id: _____ , Mobile No. _____), and (2) **SHRI/SMT. _____**, Aged about _____ Years, Occupation - _____, (Income Tax Permanent Account No.: _____, Aadhar No.: _____, Email Id: _____ , Mobile No. _____), both Resident of _____, Pin Code - _____, 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/their respective

heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

WHEREAS, the Vendor/Developer hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of land bearing Plot Nos. 9/2 & 11, containing by admeasurement 1956.115 Sq. Mtrs., bearing City Survey No. 416 and Sheet No.795 of MOUZA-DHANTOLI, bearing Corporation House No. 48, situated at Chitale Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation, in Tahsil and District—NAGPUR; and more particularly described in the First Schedule hereunder written; AND

WHEREAS, the property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' and the Vendor /Developer has acquired the plot in the following manner; AND

WHEREAS, originally the said property bearing Nazul Leasehold Plot No. 9/2 & 11, containing by admeasurement 1863.619 Sq. Mtrs. (As per City Survey Record the area is 1821.60 Sq. Mtrs.) was given on lease to late Shri. Dattatraya Shankarrao Panditji vide Lease Deed dated 29-10-1948 by Deputy Commissioner on behalf of Governor of the C.P.& Berar, Nagpur. Thus, Shri. Dattatraya Shankarrao Panditji had become owner of the said property and adjacent Conservancy Lane rights, bearing City Survey No. 416 and Sheet No.58A of MOUZA-LENDHRA, situated at

Chitale Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation, in Tahsil and District—NAGPUR; AND

WHEREAS, thereafter, a Deed of Partition executed between late Shri. Dattatraya Shankarrao Panditji, his wife and son Shri. Sanjay Dattatraya Panditji, the said property was allotted in the share of Shri. Sanjay Dattatraya Panditji who became the sole and exclusive owner of the said property by virtue of Deed of Partition dated 01-05-1963; AND

WHEREAS, the aforesaid Shri. Sanjay Dattatraya Panditji later on transferred the aforesaid property comprising Nazul Plot No. 9/2 & 11 containing by admeasurement 1863.619 Sq. Mtrs. (As per City Survey Record the area is 1821.60 Sq. Mtrs.) by way of Deed of Assignment – Cum- Gift Dated 15-01-1997 to Radha Soami Satsang Beas, which is duly Registered at the office of the Sub-Registrar Nagpur–11, at Sr. No. 452 on even date. As a result thereof the said Radha Soami Satsang Beas became the owner of the aforesaid property with heritable and transferable rights therein and the said Radha Soami Satsang Beas got mutated its name in all the relevant revenue records as owner of the said property; AND

WHEREAS, the Collector, Nazul Department, Nagpur had renewed and extended the lease in respect of the said property vide registered Lease Deed dated 18-02-2008 registered at Serial No. NGN1-1233-2008 registered in the office of Sub-Registrar Nagpur–1, for a term commencing from 01-04-2003 and ending on 31-03-2033; AND

WHEREAs, the said Radha Soami Satsang Beas had applied to Collector, Nagpur for conversion of the said property from Lease Hold to Free Hold according to the G.R. dated 02-03-2019 and the Collector, Nagpur had approved the conversion of the said property into Free Hold property vide its order dated 12-08-2022 in Revenue Case No. 17/MRC-81/2021-22; AND

WHEREAS, the VENDOR /DEVELOPER had purchased the aforesaid property from Radha Soami Satsang Beas by way of Sale Deed on 05-09-2022, which is duly registered at Serial No. NGN3-5829-2022 in the office of Sub Registrar of Assurances No.-3 at Nagpur, on even date. Thereafter the Vendor /Developer became the absolute and full owner of the above described property heritable and transferable rights therein and got mutated its name in all the relevant revenue records as owner of the above described property; AND

WHEREAS, the Vendor /Developer have applied in the office of Dist. Superintendent of Land Records for correction of area in City Survey Records and in pursuance of the application of Vendor /Developer, the Superintend of Land Records issued order dated 09-11-2022 and as per the Order dated 09-11-2022 the area of the said property was corrected to 1863.63 Sq. Mtrs. in the City Survey Records and the Mouza of said property has been changed from Mouza – Lendhra to Mouza–Dhantoli and property Card of City Survey No. 1207 has been merged in City Survey No.416 of Mouza–Dhantoli; AND

WHEREAS, the Vendor /Developer acquired Lease Hold rights of adjacent Conservancy Lane admeasuring 92.485 Sq. Mtrs. from Nagpur Municipal Corporation by way of registered Lease Deed dated 28/11/2022 which is registered at Sr. No. NGN4-10310-2022 at Sub Registrar office Nagpur–4. Hence the total Plot area of the said Plot No. 9/2 and 11 is 1956.115 Sq. Mtrs. (Plot area 1863.63 Sq. Mtrs. + Conservancy Lane area 92.485 Sq. Mtrs.) and accordingly Vendor /Developer got mutated its name in all the relevant revenue records; AND

WHEREAS, the Vendor /Developer decided to develop the property into a "RESIDENTIAL ESTATE" by constructing a Multi-storeyed Buildings thereon consisting of various self contained separate Apartments therein and hence the Vendor /Developer obtained the sanction of building plans from the **Deputy Director of Town Planning, Nagpur Municipal Corporation on 17/01/2023, vide Proposal Code : NMO-22-52562, Building Permission No. NMO/RB/2023/APL/00060 and Revised Building Permit No. 157775** and accordingly the owners have started construction of the said multi-storied building on the said plot of land and the Vendor /Developer are constructing ONE BUILDING consist of 46 Apartments as shown in Annexed Map and marked as **Annexure " C "**; AND

WHEREAS, the Vendor/ Developer does hereby state and declare that there are no impediments attached to the said Project Land. There are no 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 the Vendor / Developer is entitled to construct building on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the VENDOR/DEVELOPER has proposed to construct on the project land as per the sanction building plan 1 (One) Building, having Ground Floor and Tower Parking Building adjacent to main Building for Parking and 23 Upper Floors consisting of total 46 (FOURTY SIX) self contained separate Apartments therein; AND

WHEREAS, the Vendor / Developer has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and has obtained registration vide **Certificate No. _____** have been annexed and marked as **Annexure-F**; AND

WHEREAS, the Vendor / Developer has appointed following professionals:

Architect	:	**Miss. Meenakshi Gajendra Nagpure,** Reg.:- NMO/R/2022/APL/10583 Address : Plot No. 151, Anjali Apartment Gandhi Nagar, Nagpur - 440010.

Structural Engineer	:	**Mr. Milind Awasarmol** Address : C/o. Milind Awasarmol & Associates, MM/325-L, Mastermind IV, Royal Palms, Aarey Colony, Goregaon (E), Mumbai - 400065

WHEREAS, the Vendor /Developer has sole and exclusive right to sell the Apartments in the said building to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Vendor /Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications 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 / Developer and satisfied herself/himself/themselves about the title of the Vendor / Developer to the said Property and/or right of the Vendor / Developer to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor / Developer have 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 / Developer; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor/Developer, authenticated copies of Property card showing the nature of the title of the Vendor / Developer 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 Floor Plan of the Apartment agreed to be purchased by the Purchaser have been annexed and marked as **Annexure D**; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

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

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:-

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

ii) **Balcony**: 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.

iii) **Open Terrace**: 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.

iv) **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 proportionately in the ratio of built-up area, over the number of apartments in the project to arrive at proportionate common area of each apartment.

WHEREAS, under section 13 of the said Act the Vendor / Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908; In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor /Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multisoried Building consisting of Ground Floor + 24 Floors and adjacent Tower Parking Building to main Building for Parking and 23 Upper Floors consisting of total 46 (FOURTY SIX) Apartments and One Recreational Floor on Top Floor to be constructed by the Vendor / Developer as per sanctioned plan.

1.a The Purchaser hereby agrees to purchase from the Vendor / Developer and the Vendor / Developer hereby agrees to sell to the Purchaser UNDIVIDED _____**%** share and interest in the land described in schedule here in under along with superstructure bearing **Apartment No. ____** of having **carpet area admeasuring _____ Sq. Metres on _____ Floor** of the Building known as styled as **"DEV DATTA HEIGHTS"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures "D"** for the total sale consideration of **Rs. _____/- (Rupees _____ Only)** to be paid by the

Purchaser to the Vendor / Developer towards the said Apartment hereinafter referred to as the **"Consideration amount"**. The Vendor / Developer specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and parking, proportionate price of common areas & facilities which is detailed in **Annexure–"D"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The Purchaser has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees_____Only)** by Ch. No. _____, Dated _____ Drawn on _____ for Rs. _____/- (Rupees _____ Only) and By Ch. No. _____, Dated _____, drawn on _____ for Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor / Developer the balance amount of **Rs _____/- (Rupees _____Only)** in the following manner:-

STAGE OF PAYMENT	**% Calculation**	**Amount**
AT THE TIME OF BOOKING	10%	
Within _____ days from the date of Execution this Agreement	20%	
ON COMPLETION OF PLINTH	15%	

ON COMPLETION OF GROUND FLOOR SLAB	1%	
ON COMPLETION OF SLAB OF FLOOR 1	1%	
ON COMPLETION OF SLAB OF FLOOR 2	1%	
ON COMPLETION OF SLAB OF FLOOR 3	1%	
ON COMPLETION OF SLAB OF FLOOR 4	1%	
ON COMPLETION OF SLAB OF FLOOR 5	1%	
ON COMPLETION OF SLAB OF FLOOR 6	1%	
ON COMPLETION OF SLAB OF FLOOR 7	1%	
ON COMPLETION OF SLAB OF FLOOR 8	1%	
ON COMPLETION OF SLAB OF FLOOR 9	1%	
ON COMPLETION OF SLAB OF FLOOR 10	1%	
ON COMPLETION OF SLAB OF FLOOR 11	1%	
ON COMPLETION OF SLAB OF FLOOR 12	1%	
ON COMPLETION OF SLAB OF FLOOR 13	1%	
ON COMPLETION OF SLAB OF FLOOR 14	1%	
ON COMPLETION OF SLAB OF FLOOR 15	1%	
ON COMPLETION OF SLAB OF FLOOR 16	1%	
ON COMPLETION OF SLAB OF FLOOR 17	1%	
ON COMPLETION OF SLAB OF FLOOR 18	1%	
ON COMPLETION OF SLAB OF FLOOR 19	1%	
ON COMPLETION OF SLAB OF FLOOR 20	1%	
ON COMPLETION OF SLAB OF FLOOR 21	1%	
ON COMPLETION OF SLAB OF FLOOR 22	1%	
ON COMPLETION OF SLAB OF FLOOR 23	1%	

ON COMPLETION OF SLAB OF FLOOR 24	1%	
ON COMPLETION OF BRICK WORK, INTERNAL PLASTER, FLOORING DOOR AND WINDOW FRAME FIXING OF THE SAID APARTMENT	5%	
ON COMPLETION OF STAIRCASES, LIFT WELLS, LOBBIES UP TO THE FLOOR LEVEL OF THE SAID APARTMENT	5%	
ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATER PROOFING OF THE SAID APARTMENT.	5%	
ON COMPLETION OF LIFTS, WATER PUMPS, ELECTRICAL FITTINGS, SANITARY FITTINGS ELECTRO, MACHANICAL REQUIREMENTS, ENTERENCE LOBBY, OF THE SAID APARTMENT.	10%	
ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER	5%	
Total	**100%**	

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor /Developer by way of Goods and Service Tax 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 /Developer up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay

to the Vendor /Developer all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor / Developer indemnified against the same. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each instalment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 5% if applicable 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 / Developer 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 / Developer 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 / Developer 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 / Developer 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 Developer / Promoter / Confirming Party.

1.g The Vendor / Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the Nagpur Municipal Corporation, 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 Vendor/Developer. If there is any reduction in the carpet area within the defined limit then Vendor/Developer shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor/Developer 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.h THAT during the period of building construction the Purchaser with Two days advance intimation to the VENDOR / DEVELOPER, 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.i 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 Five 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.

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

2.1 THAT, the Vendor / Developer 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 / Developer as well as the Purchaser. The Vendor / Developer 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. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor / Developer as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Vendor / Developer hereby declares that the Floor Space Index available as on date **10910.96 Sq. Mtrs**. Only and the Vendor / Developer obtained Sanction of Floor Space Index of **10788.72 Sq. Mtrs** 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 / Developer has plans of utilising the remaining Floor Space Index of **122.24 Sq. Mtrs**. as proposed to be utilized on the project land in the said Project in future 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 /

Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor / Developer only.

4.1 If the Vendor / Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor / Developer 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 / DEVELOPER, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Vendor / Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the VENDOR / DEVELOPER.

4.2 Without prejudice to the right of Vendor / Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor / Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor / Developer shall at his own option, may terminate this Agreement. Provided that, Vendor / Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific

breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted instalments alongwith interest payable thereon, as mentioned by the Vendor / Developer 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 Vendor / Developer shall refund to the Purchaser, subject to deduction of the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the VENDOR / DEVELOPER.

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

6. The Vendor / Developer shall give possession of the Apartment to the Purchaser on or before **30/09/2026.** If the Vendor / Developer 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 / Developer 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 / Developer received the sum till the date the amounts and interest thereon is repaid. However this will subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor / Developer 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 / DEVELOPER. The Vendor / Developer 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 G.S.T., etc. are paid by the Purchaser in full to the Vendor / Developer hereto.

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

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

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 That the Vendor / Developer declares that the final allotment of the Open/Covered Car Parking to be given to the Purchasers in the proposed **"DEV DATTA HEIGHTS"** to be constructed by the Vendor/ Developer would be done by drawl of lots/chits i.e. lottery system. All Open/Covered Car Parkings shall be given a unique number and all such numbers shall be then written on separate chits and respective Purchasers shall lift one chit from amongst them. Number of Car Parking found written on it shall be of the respective apartment to be granted to that Purchaser after completion of scheme. Said number shall not be changed by any of the parties to this agreement. This draw will be supervised by Vendor/ Developer and will be done in presence of apartment purchasers who remain present on the date and the time intimated by the Vendor / Developer in advance. After drawl of such lots, each apartment purchaser shall be given letter containing the number of his/her/their apartment and also indicating its geographical situation/description

7.2 Procedure for taking possession – The Vendor / Developer upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor / Developer shall give possession of the said Apartment to the Purchaser. The Vendor / Developer

agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR / DEVELOPER. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor / Developer or Association of Purchasers, as the case may be.

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

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

7.5 THAT the Vendor / Developer 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 Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor / Developer 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 / DEVELOPER.

7.6 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 multi-storied 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.

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

7.8 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.

7.9 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 / Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor / Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the VENDOR / DEVELOPER, 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 / Developer 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 in plan or modification to the Specification are effected at the request of the Purchaser, or after taking Possession the Purchaser makes any changes/modifications in the Plan, Specifications or in any Rooms including Kitchen and Toilets, or while installation of Mirror, Hooks, Soap cases by drilling hole in the wall or due to negligence of Servant, resulting choakage of Pipeline due to which leakages or seepage happens, 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 / Developer 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 / Developer 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 / Developer shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor / Developer.

9.1 That the Vendor / Developer has decided to submit the aforesaid property to the provisions of The Maharashtra Apartment Ownership Act,

1970 and Deed of Declaration u/s 2 of the said Act shall be executed after obtaining revised Sanction by utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the title of Apartment 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 Sale Deed of Apartment and in the Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

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

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

9.4 The Promoter 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.
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/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.5 Within 15 days after notice in writing is given by the Vendor / Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor / Developer 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 / Developer provisional monthly contribution of as determined by the Promoter per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor / Developer shall not carry any interest and remain with the Vendor / Developer until handing over the management of the said Building to the Association of Apartment Owners.

10. THAT, the PURCHASER shall on or before delivery of the said Apartment keep deposited with the Vendor/Developer the following amounts.

(i) Rs. _____/- for share money, Application entrance fees 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. _____/- shall separately deposit with the Vendor / Developer towards his/her/their share of maintenance fund. The Vendor / Developer shall hand over the deposits collected from the individual purchasers to the elected body of the association of Apartment Owners.

(v) Rs. _____/- for deposit towards Water, Electric and other utility and services connection charges and

(vi) Rs. _____/- for deposits of Electrical receiving and sub - station provided in the building.

- The above mentioned amounts are based on estimate only. However, the actual amounts will be as demanded by the Vendor/Developer at appropriate time.

11. The Purchaser shall pay to the Vendor/Developer a sum of Rs. _____/- for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law / Advocates of the Vendor/Developer in connection with the formation of the said Society or Limited company or Federation or Apex Body and for preparing its Rules, Regulations, and Bye-laws and cost of preparing and engrossing the conveyance or assignment of the Lease.

12. At the time of registration of Conveyance for Lease of the structure of the building, the Purchaser shall pay to the Vendor/Developer, the Purchaser share of Stamp Duty and Registration charges payable, by the said Society or limited company on such Conveyance or Lease or any documents or instrument of transfer in respect of the structure of said land to be executed infavour of the Apex Body or Federation or Society.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / DEVELOPER:

The Vendor / Developer hereby represent and warrants to the Purchaser as follows:

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

ii. The Vendor / Developer 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 Vendor / Developer 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 Vendor / Developer 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;

vii. The Vendor and/or Vendor / Developer 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;

viii. The Vendor / Developer confirms that the Vendor / Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser 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 Purchaser, the Vendor / Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The Vendor / Developer 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 Possession or Completion whichever is earlier 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 Vendor / Developer in respect of the project land and/or the Project except those disclosed in the title report.

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 / Developer 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 / Developer 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 / Developer 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/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 / Developer 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 / Developer 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.

ix. Pay to the Vendor / Developer within fifteen days of demand by the Vendor/Developer, 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 / Developer under this Agreement are fully paid up.

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 / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. THAT, in case extra amenities such as Solar Water Heater system etc. are required to be provided in the complex, other than the ones specified in SCHEDULE "E" then the expenses to be made on them shall be borne by the PURCHASER proportionately along with the other Apartment Owners in the said complex and all the apartment owners should have 100% consensus for the same.

xiv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor / Developer shall bear and pay the regular Maintenance Charges payable for such unsold Apartments.

15. The Vendor / Developer shall maintain a separate account in respect of sums received by the Vendor / Developer 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.

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 / Developer 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. The Vendor/Developer shall not mortgage or create a charge

After the Vendor / Developer 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 / Developer does not create a binding obligation on the part of the Vendor / Developer 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 / DEVELOPER. If the Purchaser(s) fails to execute and deliver to the Vendor / Developer 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 / DEVELOPER, then the Vendor / Developer 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 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 / Developer through its authorized signatory at the VENDOR / DEVELOPER’s Office, or at some other place, which may be mutually agreed between the Vendor / Developer and the Purchaser, in Nagpur after the

Agreement is duly executed by the Purchaser and the Vendor / Developer 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 / Developer 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 / Developer will attend such Office and admit execution thereof.

28. That all notices to be served on the Purchaser and the Vendor / Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor / Developer 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 : _____

M/s. Concrete Developers

Plot No. 3 & 4, Gauri Heights, Canal Road, Ramdaspeth, Nagpur-440010

Notified Email ID : cd@concretedevelopers.com

It shall be the duty of the Purchaser and the Vendor / Developer 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 / Developer or the Purchaser, as the case may be.

27. JOINT PURCHASERS:

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

28. STAMP DUTY AND REGISTRATION :

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

29. DISPUTE RESOLUTION:

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

30. GOVERNING LAW:

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

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and Parcel of land bearing Plot Nos. 9/2 & 11, containing by admeasurement 1956.115 Sq. Mtrs., bearing City Survey No. 416 and Sheet No.795 of MOUZA-DHANTOLI, bearing Corporation House No.48, Ward No.5, situated at Chitale Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation, in Tahsil and District—NAGPUR and bounded as under :

ON THE EAST - CONSERVANCY LANE.

ON THE WEST	**-**	**9 MTR WIDE ROAD.**
ON THE NORTH	**-**	**CITY SURVEY NO. 417.**
ON THE SOUTH	**-**	**12 MTR WIDE ROAD.**

SECOND SCHEDULE ABOVE REFERRED TO FACILITIES IN THE APARTMENT SCHEME:

COMMON AREAS

- The staircase area of the building, lifts, fire staircases, lobbies, Tower Parking buildings parking area and on the Ground floor and common entrances and exits of the building.
- Security guard cabin area.
- Installation area such as electricity, water, sanitation, solar water system.
- Water tanks, sumps, motor, backup unit, ducts and all apparatus connected with installation for common use.
- Arrangement of water supply through well/ bore well.

SCHEDULE 'A'

(Description of Apartment hereby agreed to be sold)

Name of Building :- **"DEV DATTA HEIGHTS"**

Apartment	Floor	Carpet	Balcony	Undivided

No.		Area Sq. Mtrs	Area Sq. Mtrs.	Share of Land (%)

The Said Apartment is bounded as under :

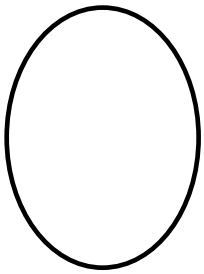
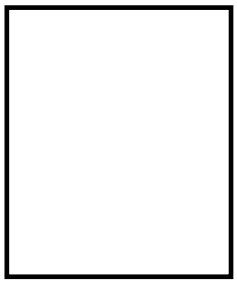
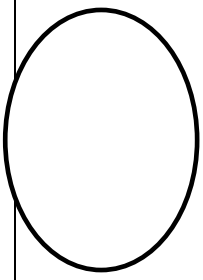
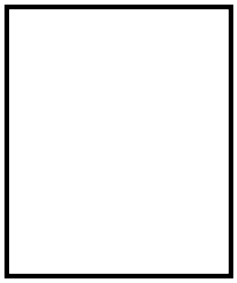
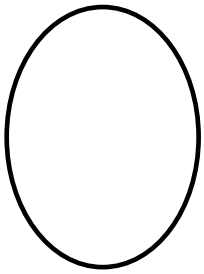
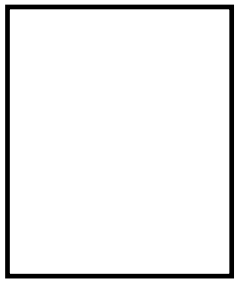
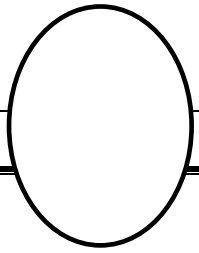
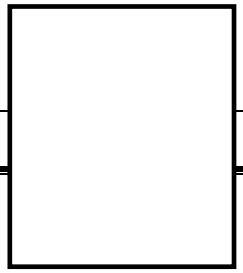
ON THE EAST - _____

ON THE WEST - _____

ON THE NORTH - _____

ON THE SOUTH - _____

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

SR. NO.	FINGER PRINT (LIFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
1.			**For M/S. CONCRETE DEVELOPERS** **(SANJAY NAGORAO PAIDLEWAR)** **PARTNER**
2.			**(NITISH RAMESHCHANDRA CHORDIA)** **PARTNER** **VENDOR / DEVELOPER**
3.			**(_____)**
			

4.			**(_____)** **PURCHASER/S / PARTY NO.2**

WITNESSES :

(1) _____ **(2) _____**

ANNEXURE –E

(SPECIFICATIONS)

Foundation Structure

- RCC Frame Structure in high Strength OPC cement of reputed Brand and TMT steel. Anti-termite treatment. Being in seismic zone, precautions and safeguards against earth-quake to be ensured.

Walls

- AEC Blocks -External 9” & 6” Brick Work,
- Internal 4-1/2”Brick Work.

Wall Finish and Painting

- External: sand- face plastering. Two coats of acrylic paint.
- Fungus Resistant paint: coat of Silicon base anti-fungal paint.
- Internal: Plastic paint, company like Asian /Berger.

Flooring

- Lobby and stair case: Granite trades and risers.
- Drawing, Dinning: Vetrified flooring as per Builders choice and in

kitchen and all other rooms, vitrified Tiles flooring of Reputed Brand.

- Bathrooms: Antiskid tiles as per design.
- Parking: ISI make pavement block flooring..

Kitchen

- Granite platform with salem stainless steel sink and Glazed tiles Dado upto 4 feet, with municipal and well water connections.
- Provision of outlet pipe for chimney.

Tile cladding & Dadoing

- Kitchen: Designer coloured glazed tiles dado upto ceiling above kitchen platform.
- Bathroom & WC: Designer coloured glazed tiles.
- Utilities /Wash: Glazed tiles upto 7'.

Toilets

- Sanitary ware of 1st quality Hindustan/Duravet/Cera or Jaguar make with flush valve to all toilets.

- Glazed tiles dado upto ceiling
- Chromium-plated Taps, mixers or Diverters or of Jaguar/Grohe make and one shower panel in master bathroom of Jaquar make with glass enclosure.

Doors

- Wooden Main door frame & decorative shutter with beading and Brass fitting with Night latch.
- All Internal Doors frames made of wood & wooden shutters of laminated panels with decorative beading and brass fitting.

Windows

- Aluminum or UPVC French window frame with shutters with plain glass.
- Well painted M.S, grills to all the windows.

Plumbing

- G.I or CPVC pipes and fittings of reputed company for all internal concealed piping.
- “B” class pipe for external water supplies.

- SWR pipes of reputed company for all soil and waste water line.

Water Tank And Supply

- For Municipal water supply Underground tank with sufficient-capacity with direct connections to all kitchens .

- **Well water supply**- Overhead tank for toilets and general washing use which shall be connected from the common well in the plot. For lifting well water 1.5 to 2.00 HP Motor to be provided. Provision for hot water tap / geysers connection in Kitchen and Bathroom.

Electrical fitting

- Finolex/RR copper multi strand 3-phase concealed wiring with MCB & ELCB for each distribution board. Electric Wire should be of ISI approved quality.
- One A.C and lights points in each room.
- One Geyser and two lights points in each bathroom
- Light and plug points in kitchen for Refrigerator, Microwave oven, mixers, geysers and aqua guard.
- Light and plug points for washing machine, dish washer and ironing in utility.

Telecom & T.V. points

- One telephone point in all room
- T.V. points in living, drawing and master bedrooms.

Foyer

- Attractive, gorgeous Entrance Foyer.

Lift

- Three Numbers lifts of Kone or Otis with V3F Drive and powder coated interior.

Drive Way

- Shall be of cement Drive way over properly consolidated base with designer pavement flooring.

Compound Wall

- 5 feet compound wall in Brick work to demarcate the boundaries.

Main Gate

- 10 to 15 fit wide with small entry gate

Ceiling

- All precautions should be taken against possible seepage of water.

POP

- P.O.P ceiling in all rooms and P.O.P Patta with spot light fixtures in each room.

D.G Set

- D.G set with change Over switch and emergency D.G light point in each room

Parking

- Tower parking for Two or Three cars will be provided.

Special Common Amenities

- Gymnasium with new equipment's.

- Landscape on either area
- Intercom facility for Security.
- Automatic Water Level Controller.
- Landscaping in common areas.
- Guard room for the security.
- CCTV Network in Ground Floor.

LIST OF ANNEXURES

ANNEXURE – A
Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Vendor / Developer to the project land).

ANNEXURE –C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE –E

Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)