

AGREEMENT TO SALE

THIS AGREEMENT FOR SALE made on this _____ day of _____ 2023 at
NAGPUR Between :-

Shri Anil Singh son of Satyapal Singh Panwar,
aged 54 years, Occupation Business, Resident of
69, Koradi Road, Near Wox Cooler, Nagpur –30
PAN :- AAOPP2749P
Aadhar No. 3863 2886 3754
Mobile No. 8888800229

Hereinafter called **VENDOR** which expression shall unless repugnant to the context
whereof mean and include his heirs executors, administrators, representatives and
assigns of the **FIRST PART**.

A N D

Shri _____
aged _____ years, Occupation _____
PAN :-
Aadhar No.
Mobile No.
Resident of

Hereinafter called **PURCHASER** which term shall unless repugnant to the context
whereof mean and include his heirs, executors, administrators, representatives and
assigns of the **OTHER PART**.

WHEREAS the aforesaid VENDOR owns and possesses a piece and parcel of
land bearing Plot No 69 admeasuring 7490 Sq. Ft. i.e. 695.83 Sq. Mt. in the layout of
Kh.No. 106/1 of Mouza Zingabai Takli, bearing City Survey No.202, Sheet No.25 of
Mouza Zingabai Takli, Municipal Corporation House No. 3370/A/B/69A,
3370/A/B/69B and 3370/A/B/69C situated at Near Wox Cooler, Chhindwada Road,

Zingabai Takli, Ward No. 57, Nagpur Tahsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust. Herein after called Project Land.

B. TITLE CERTIFICATE: - The Title of the VENDOR/Promoter is duly verified through his Advocate Shri Lalit Santoshkumar Jain, Resident of Golchha Marg, Sadar Nagpur Tahsil and District Nagpur and has certified that the title of the present VENDOR/Promoter is clean, clear and free from all encumbrance, with ample right of development of the said property by constructing a office/shop blolcks and Residential flats thereon and sale of the said flats and office/shop blocks. The said Title Certificate is filed herewith as **Annexure “A”**

AND WHEREAS the VENDOR himself is a owner of Project land and Promoter of the Project and constructing one building on the project land.

D. Title History; The above said land admeasuring 7490 Sq. Ft. i.e. 695.83 Sq. Mt. bearing Kh.No. 106/1 of Mouza Zingabai Takli originally own by Mohammad Sammad son of Mohd. Isaque. He purchased the abovesaid Property from Shri Ravindra Bhaiyyalal Jaiswal and Smt. Rita Vijay Jaiswal by a Sale Deed dated 05-11-1999 which is duly registered at Serial No.2732 (P) on 05-11-1999 in the office of Joint Sub Registrar -4, Nagpur. Subsequently Mohammad Sammad son of Mohd. Isaque divided the above said land known by Plot No. 69 admeasuring 7490 Sq. Ft. i.e. 695.83 Sq. Mt. into 3 parts bearing Plot No.69 A admeasuring 227.61 sq.mt., Plot No. 69 B admeasuring 240.61 sq.mt. and Plot No.69 C admeasuring 227.61 sq.mt.

Mohammad Sammad Mohd. Isaque sold Plot No. 69 B admeasuring 240.61 Sq. Mt. out of the above said property to Smt. Kiranvati Satyapal Singh Panwar vide Sale Deed dated 12-01-2001 which is duly registered at Serial No.205 (P) on 12-01-2001 in the office of Joint Sub Registrar -4, Nagpur.

Mohammad Sammad Mohd. Isaque sold Plot No. 69 C admeasuring 227.61 Sq.Mt. out of the above said property to Shri Anil Singh son of Satyapal Singh Panwar the aforesaid VENDOR vide Sale Deed dated 12-01-2001 which is duly

registered at Serial No.206 (P) on 12-01-2001 in the office of Joint Sub Registrar -4, Nagpur.

Mohammad Sammad Mohd. Isaque sold Plot No. 69 A admeasuring 227.61 Sq.Mt. out of the above said property to Shri Arun Singh son of Satyapal Singh Panwar vide Sale Deed dated 12-01-2001 which is duly registered at Serial No.207 (P) on 12-01-2001 in the office of Joint Sub Registrar -4, Nagpur.

Smt. Kiranvati Satyapal Singh Panwar Gifted the abovesaid Plot No. 69-B admeasuring 240.61 Sq.Mt. to the aforesaid VENDOR Shri Anil Singh son of Satyapal Singh Panwar vide Gift Deed dated 26-02-2009 which is duly registered at Serial No.1052 on 26-02-2009 in the office of Joint Sub Registrar -4, Nagpur.

Shri Arun Singh son of Satyapal Singh Panwar Gifted the abovesaid Plot No.69-A admeasuring 227.61 Sq.Mt. to the aforesaid VENDOR Shri Anil Singh son of Satyapal Singh Panwar vide Gift Deed dated 26-08-2013 which is duly registered at Serial No.5845 on 26-08-2013 in the office of Joint Sub Registrar -1, Nagpur.

Thus the aforesaid VENDOR Shri Anil Singh son of Satyapal Singh Panwar become the absolute owner of the above said Plot No.69 A admeasuring 227.61 sq.mt., Plot No.69 B admeasuring 240.61 sq.mt. and Plot No.69 C admeasuring 227.61 sq.mt total area 7490 Sq.Ft. i.e. 695.83 Sq.Mt. bearing Nagpur Municipal Corporation No. 3370/A/B/69A, 3370/A/B/69B and 3370/A/B/69C and he is in possession of the same. His name is mutated in the Nagpur Municipal Corporation 3370/A/B/69B and City Survey records. In the Corporation House No 3370/A/B/69 A the name of Shri Arun singh Satyapal singh Panwal is recorded in Nagpur Municipal Corporation record and In the Corporation House No 3370/A/B/69C the name of Smt Kiranvati Satyapal singh Panwal is recorded in Nagpur Municipal Corporation record.

The aforesaid VENDOR has applied to the Nagpur Improvement Trust for amalgamation of above said Three Plots. The Nagpur Improvement Trust amalgamated all three Plots and now known as amalgamated Plot No. 69 admeasuring 7490 Sq.Ft. i.e. 695.83 Sq.Mt. The aforesaid VENDOR has paid the amalgamated charges to the Nagpur Improvement Trust as per demand on dated 22-03-2019.

AND WHEREAS the aforesaid VENDOR has applied for regularisation of above said Plot No.69 to the Nagpur Improvement Trust under Gunthewadi Scheme of the State Government. The Nagpur Improvement Trust vide Permit No. BE (N) 225 dated 02-04-2019 regularized Plot area 695.83 Sq.Mt. .The aforesaid VENDOR Shri Anil Singh Satyapal Singh Panwar has paid the development charges as per demand to the Nagpur Improvement Trust.

AND WHEREAS the aforesaid VENDOR desire to develop the above said property by constructing multi storey building thereon consisting of self contained Residential Apartment and commercial blocks. The aforesaid VENDOR is constructing one building on the said project land in accordance with the sanctioned building plan sanctioned from Nagpur Improvement Trust vide Permit No. B.E. (North) Case No.265959565/ Tracking No. 2022051982/777 dated 12-08-2022 and building known as "**SATYA KIRAN TOWER**" and the same is attached hereto as **Annexure "C"**

The aforesaid VENDOR also executed a Deed of Declaration dated 07-09-2022 which is duly registered at Serial No 7780 on 07-09-2022 in the office of Sub Registrar-1, Nagpur.

Real Estate Project Nagpur The said Real Estate Project is purely a construction of one multi story building consisting of Office /Shop Blocks and independent Flats/units and shall be known as "**SATYA KIRAN TOWER**" Plot No.69, Near Wox Cooler, Chhindwada Road, Zingabai Takli, Ward No. 57, Nagpur .(Herein after referred to as the Project) .

The VENDOR/Promoter has the exclusive owner of the above said project land and exclusive rights to construct one building consisting of Ground Floor and above Seventh Floor. The VENDOR/PROMOTER has exclusive rights to enter into an agreements for sale of such flats together with undivided share in the project land with prospective PURCHASER thereof under the provision of the Transfer of Property Act.

AND WHEREAS the VENDOR has registered the said project under the provisions of the Real Estate (Regulation and Development) Act 2016, with the Real Estate Regulatory Authority at Nagpur Number _____ and the same is attached hereto as **Annexure “D”**

AND WHEREAS the VENDOR/PROMOTER has proposed to construct Ground Floor and above Seventh Floor on the above said Project land as per sanctioned building plan .The Ground Floor consists of staircase, stilt parking, 2 Lifts, Well, Corporation water sump. There are two office Block/Shop on first Floor and Independent Two Residential Flats on each Floor from Second Floor to Seventh Floor.

The VENDOR/ Promoter has appointed Architect Shri Jitendra Ingulkar having its office at 21 Kuber Regency, Congress Nagar, Nagpur 440012 .

AND WHEREAS the Vendor/Projector has appointed structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/ buildings.

AND WHEREAS the Vendor/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by him on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

The PURCHASER has seen and verified the documents relating to the title documents of VENDOR, the sanctioned building plan Annexure “C”, Deed of Declaration, Title Opinion Annexure “A” along with the specifications regarding the construction of Apartment with amenities provided to each of the Apartment of the building, common area and the specific rights therein and such other documents as are specified under the Real Estate(Regulation and Development) Act 2016 and after inspecting the site satisfying himself.

AND WHEREAS the authenticated copies of certificate of Title issued by the Advocate of the VENDOR/Promoter, authenticated copies of Property Card showing the nature of the title of the VENDOR/PROMOTER to the project land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure A and B respectively.

The PURCHASER has before the execution hereof, has the title of the VENDOR thereto independently verified through the Legal Counsel/Advocate of the PURCHASER and the PURCHASER has satisfied himself that the same is free from all encumbrances and is clear and marketable.

AND WHEREAS the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government 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/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans,

AND WHEREAS the PURCHASER after satisfying himself the title of the VENDOR desirous to purchase Residential Flat No. _____ on _____ Floor of multi storyed building with heritable and transferable rights therein and have approached to the aforesaid VENDOR and expressed his desire and willingness to purchase Residential Flat No. _____ admeasuring _____ Sq.Mt. carpet area, _____ Sq.Mt. built up area & _____ Sq.Mt. super built up area on _____ Floor in the

building known as "**SATYA KIRAN TOWER**" constructed on a piece and parcel of land bearing Plot No 69 admeasuring 7490 Sq.Ft. i.e. 695.83 Sq.Mt. in the layout of Kh.No. 106/1 of Mouza Zingabai Takli , bearing City Survey No.202, Sheet No.25 of Mouza Zingabai Takli , Municipal Corporation House No. 3370/A/B/69A, 3370/A/B/69B and 3370/A/B/69C situated at Near Wox Cooler, Chhindwada Road, Zingabai Takli, Ward No. 57, Nagpur Tahsil and District Nagpur. After detail negotiation the aforesaid VENDOR agreed to sell the said Residential Flat No._____ admeasuring _____ Sq.Mt. Carpet area _____ Sq.Mt. built up area & _____ Sq.Mt. super built up area on _____ Floor in the building known as "**SATYA KIRAN TOWER**" described fully in the schedule hereunder to the PURCHASER for a consideration of Rs._____ (Rupees _____ only).

AND WHEREAS the parties relying on the confirmation, representation 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.

As Per section 13 of the Real Estate Regulation Act, the VENDOR/Developer is required to execute a written agreement with the PURCHASER for the sale in respect of the said Flat and undivided share in land and therefore VENDOR and the PURCHASER are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act 1908 with the concern sub registrar Nagpur.

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

1 The Vendor shall construct the said building/s consisting of Ground Floor and Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor/Promoter 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.

1a.(1) That the PURCHASER has agreed to purchase and VENDOR/PROMOTER agreed to sell, transfer, convey and assign all rights, title and interest in _____ % Undivided share and interest in land bearing Plot No 69 admeasuring 7490 Sq.Ft. i.e. 695.83 Sq.Mt. in the layout of Kh.No. 106/1 of Mouza Zingabai Takli together with Residential Apartment No. _____ admeasuring _____ Sq.Mt. built up area & _____ Sq.Mt. super builtup area on _____ Floor in the building known as "**SATYA KIRAN TOWER**" constructed thereon, bearing City Survey No. 202, Sheet No.25 of Mouza Zingabai Takli , Municipal Corporation House No. 3370/A/B/69/A, 3370/A/B/69/B and 3370/A/B/69/C situated at Near Wox Cooler, Chhindwada Road, Zingabai Takli, Ward No. 57, Nagpur Tahsil and District Nagpur described fully in the schedule hereunder and as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 to the PURCHASER for a consideration of Rs. _____ (Rupees _____ only).(The price of the Apartment including the proportionate price of the common areas and facilities.

(ii) That the VENDOR hereby allotted the parking space No. _____ area _____ sq.ft.in common parking on Ground Floor without taking any consideration.

1(b) The total aggregate consideration amount for the apartment including parking space is thus Rs. _____ /

1c The PURCHASER has paid Rs. _____ (Rupees _____ Only) to the VENDOR by Cheque bearing No. _____ dated _____ of

Branch Nagpur before the execution of this agreement the receipt of which amount the aforesaid VENDOR hereby acknowledges. The PURCHASER shall pay the balance amount of Rs. _____ (Rupees _____ Only) to the VENDOR in the following manner which amount the aforesaid VENDOR agrees to receive

i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement.

ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building in which the said Apartment is located.

iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid 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...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

V. Amount of Rs..... (.....) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs.....(.....) (not exceeding 85% of the total consideration) to be paid to the 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...../ (.....) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after

receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes and GST.

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/rule/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) The Vendor 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 competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor 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 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(g) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

2(i). The Vendor hereby agrees to observe, perform and comply with all the term 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 Apartment.

2(ii) Time is essence of 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 completion certificate or both. Similarly the PURCHASER shall make timely payments of the instalments 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 provide in clause 1 (c) herein above.

3. The VENDOR hereby declares that the Floor Space Index available as on date in respect of the Project land is 765.413 square meters only and VENDOR has planned to utilize Floor Space Index of 347.915 sq.mt by availing of FSI available on payment of premiums and permissible Ancillary planned to utilize Floor Space Index of 667.996 sq.mt. The VENDOR has disclosed the Floor Space Index of 1781.324 sq.mt as proposed to be utilized by him on the project land in the said Project and PURCHASER has agreed to purchase the said flat based on the proposed construction and sale of Flat to be carried out by the VENDOR utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR only. The PURCHASER shall has no right in the Additional/extra F.S.I, increased in future. It is specifically understood and agreed that if the VENDOR erecting any additional floor permissible under the building rules, it shall have all the right for ingress or egress to use the staircase including fitting and in such event the undivided proportionate share and percentage of the land hereby sold to the PURCHASER shall always be subject, to the proportionate reduction and PURCHASER shall not claim or demand any proportionate difference of price from the VENDOR hereto.

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 as specified in the Rule, 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 Vendor 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 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 instalments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor 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 mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to VENDOR) 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.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lifts 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 **Annexure E**, annexed hereto.

6. The Vendor shall give possession of the Apartment to the Purchaser on or before 31 day of December 2024. 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 him 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 that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

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

7.1. **Procedure for taking possession** - The Vendor, upon obtaining the 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 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 associations 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 Apartments are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of Apartment: Upon receiving written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertake and such other documentation as prescribed in this Agreement and the Vendor 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.

7.4 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 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, compensation for such defect in the manner as provided under the Act.

8. That PURCHASER shall use the said Flat for residence/office/shop purpose only and for no other purpose whatsoever. He shall use the parking space only for purpose of keeping or parking vehicle.

9 The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 organization of Purchaser. No objection shall be taken by the Purchaser if any, change or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by

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

9.1 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 in the said structure of the Building 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 in the project land on which the building 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 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 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 PURCHASEER 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 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 the aforesaid deposits (less deduction provided for in this

Agreement) shall be paid over by the VENDOR to the Society or the Limited Company, as the case may be.

10. At the time of registration of conveyance of the building, the PURCHASER shall pay to the VENDOR, the PURCHASER share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the PURCHASER shall pay to the VENDOR, the PURCHASER share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance 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.

11. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The VENDOR hereby represents and warrants to the PURCHASER as follows:

- i That the VENDOR has clear, valid and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual physical and legal possession of the project land for the implementation of the project.
- ii. The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project,
- iii. There are no litigations pending in any court of law with the project land and project except those disclosed in the title report,
- iv There are no encumbrances upon the project land and 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 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 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 and common areas;

vi. 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;

vii. The 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;

viii. 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:

ix At the time of execution of the conveyance deed of the structure to the association of PURCHASER the VENDOR shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASERS;

x. 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;

xi. 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 in respect of the project land and/or the Project except those disclosed in the title report.

12. The PURCHASER or 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 own cost in good and tenable 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. 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.

iii. To carry out at 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.

iv. 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 Society or the Limited Company.

v. 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.

vi 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.

Vii 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.

viii. That the PURCHASER shall pay to VENDOR all statutory taxes, Non Agriculture Assessment Tax, cess, levies etc. as may be imposed, levied and assessed

on the said building or the plot as would be required to be paid under the said statutory enactment and demanded by VENDOR.

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.

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

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

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

13. The VENDOR shall maintain a separate account in respect of sums received the VENDOR from the PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or wards the out goings, legal charges and shall utilize the amounts only for the purposes share capital be which they have been received.

14. In case the transaction being executed by this agreement between the VENDOR and the PURCHASER is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the VENDOR/ PURCHASER /both, as the case may be, in accordance with the agreed terms of payment.]

15. Nothing contained in this Agreement is intended to be nor shall be construed is a grant, 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 the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, bies, staircases, terraces recreation spaces, will remain the property of the VENDOR until be said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

16. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the PURCHASER who has taken or agreed to take such [Apartment/plot].

17. 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 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 tite in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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.

19. RIGHT TO AMEND

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

20. SEVERABILITY

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

21. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the VENDOR at the VENDOR Office, or at some other place which may be mutually agreed between the VENDOR and the PURCHASER, in 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 Nagpur. Hence this Agreement shall be deemed to have been executed at NAGPUR

22. The PURCHASER and VENDOR shall present this Agreement as well as the conveyance at the proper registration office of registration within time limit prescribed by the Registration Act and the VENDOR will attend such office admit execution thereof.

23. 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 AD and notified Email ID/Under Certificate of Posting at the respective addresses specified below:

Name of PURCHASER _____

(PURCHASER Address) _____

Notified Email ID: _____

Shri Anil son of Satyapal Singh Panwar, VENDOR name

Resident of 69, Koradi Road, Near Wox Cooler, Nagpur –30 (VENDOR Address)

Notified Email ID _____

It shall be the duty of the PURCHASER and the promoter/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

24 JOINT ALLOTTEES That in case there are Joint PURCHASER 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

25. That VENDOR have submitted the said plot of land and building standing thereon known as "**SATYA KIRAN TOWER**" to the provisions of MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 by executing a Deed of Declaration dated 07-09-2022 which is duly registered at Serial No 7780 on 07-09-2022 in the office of Sub-Registrar-1, Nagpur.

26. Stamp Duty and Registration: That the PURCHASER shall pay all expenses of stamp duty, registration fees, printing charges, documentation expenses, Advocate's fees and other expenses incidental to this agreement, the sale deed, Apartment Deed and Deed of Declaration etc. for the transfer of the said Flat together with the undivided proportionate share in the land in favour of PURCHASER as may be determined by the aforesaid VENDOR.

27. Dispute Resolution: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

28. GOVERNING LAW That 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 Nagpur courts will have the jurisdiction for this Agreement. be the liability and responsibility of the PURCHASER to pay the same.

29. In view of the above, every promoter henceforth shall:

(a) Submit quarterly up-to-date status report regarding steps initiated by the promoter for execution of the registered conveyance deed. Such up-to-date status firstly shall be submitted along with the quarterly up-to-date status of the project, that the promoter shall be submitting immediately after application for obtaining occupancy certificate is submitted to the Competent Authority.

(b) Execute the registered conveyance deed as per mandate of Section 17 of the Act, within three months from the date of receipt of the occupancy certificate.

Failure on the part of the promoter to submit quarterly up-to-date status report as aforesaid as well as non-execution of the registered conveyance deed in terms of mandate contained in Section 17 of the Act shall be considered as violation of provisions of the Act. Rules and Regulations made thereunder and further action in terms of the provisions of the Act shall be taken as against the promoter.

30. That the VENDOR shall have a right to revise the building plan in accordance with bye-laws of the Nagpur Improvement Trust/Nagpur Municipal Corporation.

SCHEDULE OF PROPERTY

_____ % Undivided share and interest in land bearing Plot No 69 admeasuring 7490 Sq.Ft. i.e. 695.83 Sq.Mt. in the layout of Kh.No. 106/1 of Mouza Zingabai Takli together with Residential Apartment No. _____ admeasuring _____ Sq.Mt. built up area & _____ Sq.Mt. super built up area on _____ Floor in the building known as "**SATYA KIRAN TOWER**" constructed thereon, bearing City Survey No.202, Sheet No.25 of Mouza Zingabai Takli , Municipal Corporation House No. 3370/A/B/69/A, . 3370/A/B/69/B, . 3370/A/B/69/C situated at Near Wox Cooler, Chhindwada Road, Zingabai Takli, Ward No. 57, Nagpur Tahsil and District Nagpur and is bounded over as under :-

On the North : Nala
On the South : Dr. Gopal Agrawal
On the East : 36 Mt. Wide Chindwada Road
On the West : Compound Wall .

IN WITNESS WHEREOF the aforesaid Parties have put their respective hands at NAGPUR on the day and year first written above.

(Shri Anil Singh Satyapal Singh Panwar)

VENDOR

PURCHASER

WITNESSES

1.

2.