AGREEMENT TO SELL FOR Rs. 11,51,845/- Only
(Rs. Eleven Lacs Fifty One Thousand Eight Hundred and Forty Five Only)
Flat No. ____, _____ Floor, Wing A - ___
Parking No. NIL
Stamp Duty Paid Rs. _____ (Rs. _____ + 1,000)
Market Value at Rs. _____
At the rate of _____ Sq. Mt.
F. Sr. No.24/4 & 24/6
City Survey No.29 & 30, Sheet No.485/24 & 906/23 of Mouza Wanjara, Nagpur

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

The Nagpur Slum Rehabilitation Authority, Nagpur a body constituted by Government of Maharashtra under the provisions of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act' having office at 5th floor, New Administrative Building, Nagpur Municipal Corporation, Civil Lines, Nagpur – 440 001, acting through its Authorised Signatory vide authorization letter no. साप्रवि/प्रशा/०५ dated 06.04.2023, The Executive Engineer, Shri Sunil Uikey, S/O Shankarrao Uikey, aged about 48 Years, Occupation - Service, Aadhar Unique Identity No. 7045 1524 8553, Resident of Plot No. 46, Hudkeshwar Road, Near Hanuman Mandir, Saubhagya Nagar, Tehsil and District NAGPUR - 440034 hereinafter referred to as **"THE VENDOR"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said Authority, as well as its successors, executors, administrators and assigns of the **FIRST PART**;
Income Tax PAN No._____

AND

M/S. SANDEEP DWELLERS PRIVATE LIMITED, a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, "Gulmohar", Temple Road, Civil Lines, Nagpur – 440 001, **(Income Tax PAN AACCS0133P),** acting through its Authorized Director **SHRI. GAURAV AGARWALA S/O SHRI ASHOK AGARWALA**, aged about 44 Years, Occ. Business, **Aadhar Unique Identity No. 3431 8634 2057,** Resident of "Silver Oak", Raj Nagar, Katol Road, Nagpur-400013, Tehsil and District – NAGPUR, hereinafter referred to as **"THE DEVELOPER"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said COMPANY and its DIRECTORS, as well as its legal representatives, liquidators, successors, executors, administrators and assigns of the **SECOND PART**.

AND

Shri. _____, S/O Shri. _____, aged about ___ yrs.**,** Occ. ____**, having PAN No. _____, Aadhar Unique Identity No. _____**, and **Smt. _____, W/O Shri. _____,** aged about __ Years, Occ. _____**, having PAN No. _____, Aadhar Unique Identity No. _____,** both R/O ___, _____, _____, _____, _____,

Nagpur-_____, hereinafter called the **"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 heirs, legal representatives, successors, executors, administrators and assigns of the **THIRD PART**.

WHEREAS all that piece and parcel of land bearing City Survey No.29 admeasuring 7457.40 Sq.Mts. & City Survey No.30 admeasuring 6703.00 Sq.Mts. (Totally admeasuring 14160.40 Sq.Mts. i.e. 1.42 H.R. = 3.5 Acres) being part of Kh.No.24/4 & 24/6, Sheet No.485/24 & 906/23 of Mouza Wanjara, Nagpur (herein after referred to as "the said land") originally belonged to Shri Dashrath Bajirao Manwatkar, who in turn sold the same to M/s Miraco Pretressing (Pvt.) Ltd. in terms of Registered Sale Deed Dt.29.05.1974 at Sr.No.2791.

AND WHEREAS the Vendor has purchased the aforesaid land vide Registered Sale Deed Dt.26.03.2010 at Sr.No.1202 in the office of Sub-Registrar – 2, Nagpur and its Registered Correction Deed Dt.26.05.2010 at Sr.No.1088 in the office of Sub-Registrar – 2, Nagpur, from M/s Miraco Pretressing (Pvt.) Ltd. and thus the Vendor became the sole and absolute owner and in possession of the said land.

AND WHEREAS the Government of Maharashtra, Urban Development Department vide notification dated 15th June 2020, permitted the change of user of the said land from Industrial Zone to Reserved for Public Housing and appropriate authority shall be Nagpur Municipal Corporation / Slum Rehabilitation Authority, Nagpur. VENDOR/Developer is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein.

AND WHEREAS the VENDOR/Developer is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein.

AND WHEREAS the VENDOR is in possession of the land admeasuring 12,913 Sq. Mts. out of said land bearing City Survey No.29 & City Survey No.30 being part of Kh.No.24/4 & 24/6, Sheet No.485/24 & 906/23 of Mouza Wanjara, Nagpur **(herein after referred to as "The Said Project Land")** and the Developer is in possession of the same as permissive licensee.

AND WHEREAS the VENDOR has decided to develop the said project land and construct a residential complex comprising of 8 (eight) Wings A – 1 to A – 8 consisting of 480 EWS Du's to be named and styled as **"SWAPNA NIKETAN APARTMENTS CONDOMINIUM"** each Wing comprising of ground floor plus seven upper floors with 4 Flats on ground floors & 56 flats on upper floors in each Wing, Society Room in each Wing, Community Hall, Gardens with Play Areas, Transformer Yard, STP etc., covering an area of 12,913 Sq. Mts. in terms of Building Permit No. 124214 Approval No. NMO/B/2022/APL/00646 Dated 10.8.2022. The Vendor may revise the Building Plans as per the permissible rules without affecting the rights of the Purchaser.

AND WHEREAS the VENDOR had invited the Tender ID 2022_NMCN_827800_3 for Construction, Development and Sale of 480 EWS Du's

including the required basic infrastructure of roads, utilities, social amenities, etc. on the said project land on Construct and Transfer Basis under AHP PPP Pradhan Mantri Awas Yojna in Nagpur Municipal Corporation, Nagpur.

AND WHEREAS the Developer having participated in the said Tender Process, the VENDOR had issued Letter of Acceptance No. SRA/PMAY/530/2022 Dt.28.12.2022 to the Developer and the Developer had submitted its Acceptance Letter No.SD/PROJ/580-B-545 Dt.25.01.2023.

AND WHEREAS in pursuance to submission of Acceptance Letter Dt.25.01.2023, The Nagpur Slum Rehabilitation Authority, Nagpur Municipal Corporation, Nagpur had issued Work Order No. SRA/PMAY/643/2023 Dt.15.03.2023 in favor of the Developer, wherein it is specifically stated that All the Conditions of R.F.P. shall be binding to the developer/contractor.

AND WHEREAS the VENDOR and the Developer has entered into an Agreement Dt._____ for Construction, Development and Sale of 480 EWS Du's including the required basic infrastructure of roads, utilities, social amenities, etc. on the said project land on Construct and Transfer Basis under AHP PPP Pradhan Mantri Awas Yojna in Nagpur Municipal Corporation, Nagpur in accordance the terms and conditions as contained in the said Agreement.

AND WHEREAS, the VENDOR does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority.

AND WHEREAS, the VENDOR/DEVELOPER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the VENDOR/DEVELOPER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority as "**SWAPNA NIKETAN"**, vide **Project Registration No._____**; authenticated copy is attached as **Annexure 'F'**;

AND WHEREAS, the VENDOR/DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the VENDOR/DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the terms and conditions of the Tender and R.F.P 3rd Call, the VENDOR has to identify the beneficiaries and make it known to the Developer in writing, and on the receipt of such intimation from the VENDOR, and after necessary compliances and payment/s by the respective beneficiary, the Developer shall issue allotment letter to the said beneficiary/s. In case if the VENDOR

fails to identify the beneficiary/s, the Developer shall have the right to do so and shall accordingly inform the VENDOR in writing.

AND WHEREAS, on demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Vendor's Architect Mr. Dinesh Warade and Developer's Architect Mr. Rahul Agarwala, 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, Property Card, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Developer to Develop and/or right of VENDOR/ Developer to sell the same on ownership basis. The Purchaser hereby confirms that the Developer has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser, and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Developer;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the VENDOR and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been **annexed hereto and marked as Annexure C**;

AND WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer 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 authenticated copies of plans of the Flat agreed to be purchased by the Purchaser have been **annexed and marked as Annexure-D;**

AND WHEREAS the VENDOR/DEVELOPER has decided to form an Association of Apartment Owners of the buildings on the said land, and accordingly a Deed of Declaration has been registered under the provisions of Maharashtra Apartment Ownership Act, Sr. No. _____ on _____ in the office of Sub-registrar, Nagpur - __. The PURCHASER has read the said Deed of Declaration and explicitly agrees to abide by the same and the Bye Laws appended thereto and also the rules framed under the said Act. The PURCHASER also agrees to abide by any

changes/amendments as may be done in the Deed of Declaration/Bye Laws and any instructions as may be given by the Developer till the formation of the Association and thereafter by the Association.

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

AND WHEREAS the VENDOR has invited application from eligible persons under the PMAY Scheme for allotment of Flat in his/her favor and the VENDOR vide its Letter Dt._____ has allotted Flat No._____ on _____ Floor in Wing A - __ in the project known as Swapna Niketan i.e. in the said Project to the Purchaser (herein after referred to as "the said Flat/Apartment").

AND WHEREAS, the Purchaser having being allotted the said flat by the VENDOR, the Developer has issued Allotment Letter Dt._____ to the PURCHASER and the PURCHASER has duly acknowledged the same.

AND WHEREAS, the carpet area of the said Flat is 28.21 Sq. Mts. (Refer Schedule B). "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____ (Rs. _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the VENDOR & Developer to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the VENDOR both hereby admit and acknowledge) and the Purchaser has agreed to pay to the VENDOR the balance of the sale consideration, and to the DEVELOPER the amount of GST, MSEDCL Meter Deposit, Stamp Duty, Registration Charges, Society Deposit, Documentation Charges, as shown in the chart Manner of Payment which have been **annexed and marked as Annexure ____**;

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 Flat/Apartment.

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

1. THAT the residential complex comprising of 8 (eight) Wings A – 1 to A – 8 consisting of 480 EWS Du's to be named and styled as **"SWAPNA NIKETAN APARTMENTS CONDOMINIUM"** each Wing comprising of ground floor plus seven upper floors with 4 Flats on ground floors & 56 flats on upper floors in each Wing, Society Room in each Wing, Community Hall, Gardens with Play Areas, Transformer Yard, STP etc., covering an area of 12,913 Sq. Mts., to be constructed by the Developer on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the VENDOR & Developer and the VENDOR & Developer hereby agrees to sell to the Purchaser Flat No._____ on _____ Floor in Wing A - __ in the project known as Swapna Niketan having carpet area admeasuring 28.21 Sq. Mts. (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule B** for the total sale consideration of Rs. 11,51,845/- (Rs. Eleven Lacs Fifty One Thousand Eight Hundred and Forty Five Only) which includes:

i) Rs. 11,51,845/- towards cost of Apartment, and the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

ii) Besides above the Purchaser also agrees to pay to the DEVELOPER the amounts for GST, MSEDCL Meter Deposit, Stamp Duty, Registration Charges,

iii) Deposit, Documentation Charges, as and when demanded by the DEVELOPER.

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment to the VENDOR and the Purchaser has agreed to pay to the VENDOR the balance of the sale consideration, and to the DEVELOPER the amount of GST, MSEDCL Meter Deposit, Stamp Duty, Registration Charges, Society Deposit, Documentation Charges, as shown in the chart Manner of Payment which have been **annexed and marked as Annexure ____**;

1.c The above-mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the PURCHASER) by way of GST. Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and / or payable, in connection with the carrying out the construction of the Project payable by the VENDOR/DEVELOPER up to the date of handing over the possession of the said Flat will be borne by the PURCHASER over and above the contracted amount. The Purchaser specifically agrees to pay to the VENDOR/DEVELOPER all such Taxes & Insurance Premium simultaneously with the payment of each installment. The Purchaser agrees to pay the difference in case any of the taxes whether included or excluded in the total price are increased prospectively or retrospectively with respect to the said Flat after the date of execution of this Agreement and shall always keep the VENDOR/DEVELOPER indemnified against the same.

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 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 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. The Developer will charge the Purchaser separately for any upgradation / changes specifically requested or approved by the Purchaser in fittings, fixtures and specifications and any other facilities which have been done on the Purchasers request but which have not been agreed upon herein or shown in the website of the registered authority.

1.f THAT the 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 not enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the VENDOR/DEVELOPER.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the 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.h The VENDOR may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser to the VENDOR by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the VENDOR. However, the rebate if any granted by the VENDOR shall not affect the entitlement of the Developer to receive the amount from the VENDOR as agreed.

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

1.j The Purchaser do hereby authorizes the VENDOR to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the VENDOR in consultation with the Developer 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 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. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST, service tax, vat and other taxes payable under this agreement of the said apartment to the VENDOR.

However for the purpose of defect liability on towards the Developer, the date shall be calculated from the date of Occupation certificate or handing over possession whichever is earlier to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the

allottee then the allottee expressly absolves the VENDOR/DEVELOPER from the same.

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

3. The VENDOR hereby declares that the Floor Space Index available as on date in respect of the project land is 33,471.20 Sq. Mts. only and VENDOR has planned to utilize Floor Space Index of NIL by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDOR has disclosed the Floor Space Index of 19,084.64 Sq. Mts. as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the VENDOR by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to VENDOR only. For further clarification it is specifically understood and agreed by the Purchaser that the percentage and proportion of the undivided share in the said plot of land agreed, to be purchased by her/him shall be subject to the proportionate reduction in case some additional floors/apartments are constructed thereon and under such circumstances the prospective buyers of such Apartments shall have all interest and rights in the common areas and facilities provided in the said scheme including the right to use the staircase etc. Further, in case at any time during the construction of the Scheme or at any time in future after completion of Construction, the authorities permit transfer of TDR/FSI, then the VENDOR shall be at liberty to transfer the same in line with the rules framed by the concerned authorities and the Purchaser shall have no objection to the same.

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 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 instalments, 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 installments along with 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, the Developer shall be entitled to terminate the agreement and this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the VENDOR shall refund to the Purchaser from the total amount of consideration received till then from the Purchaser, subject to deduction by way of liquidated damages, as mentioned in the Allotment Letter which is as per the Rules of MAHARERA, plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of forty-five days of the termination, failing which the VENDOR shall be liable to refund the same with interest as mentioned in the Allotment Letter.

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 Developer in the said building and the 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 15th day of March 2025, but however subject to grant of necessary drawings by the VENDOR to the DEVELOPER, electric and water connections or supply by the concerned department 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 and 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. If the VENDOR & Developer fails or neglects to give possession of the Apartment to the Purchaser on account of any other reasons as mentioned herein above by the aforesaid date, then the VENDOR shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest

at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided further that the VENDOR & Developer shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including the amounts payable to the DEVELOPER of GST, MSEDCL Meter Deposit, Stamp Duty, Registration Charges, Society Deposit, Documentation Charges, are paid by the Purchaser in full to the VENDOR and DEVELOPER respectively.

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.

FORCE MAJURE: For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. Upon the registration number in Form "C", the period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc."

7.1 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 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 fulfillment 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 or Association of Purchasers, as the case may be.

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

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

7.4 THAT the VENDOR & DEVELOPER does hereby agree with the Purchaser

that on receipt of the balance sale price and other charges as mentioned above that may be levied and payable at the time of Registration from the 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.

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

7.6 **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 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 VENDOR/DEVELOPER or the Association shall remain binding upon the Purchaser.

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

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the VENDOR & 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 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 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 due to any changes made by the Purchaser or damage cause by the Purchaser by using the apartment in hazardous manner whereby causing damage to the structure, workmanship, quality or provision of service or because of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable. 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 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 demand any rent etc. for any signs displayed by the VENDOR & Developer.

9.1 That the VENDOR has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, and accordingly a Deed of Declaration has been registered under the provisions of Maharashtra Apartment Ownership Act, Sr. No. _____ on _____ in the office of Sub-registrar, Nagpur - ___. The association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having got the sale deeds of flats registered in the project. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970, as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto, and shall always remain binding upon the Purchaser and her/his/their successors in title. The VENDOR reserves its right to amend the said Deed of Declaration and Bye- Laws in case if the occasion so arises and the Purchaser shall have no right to object to the same. The Purchaser alongwith other Purchasers in the complex known and styled as **SWAPNA NIKETAN APARTMENTS CONDOMINIUM** shall become member of the Association that may be formed by the VENDOR/Developer.

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 Multistoried Building shall be of common use of all the

Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The VENDOR shall, within 18 (Eighteen) Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ VENDOR and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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 Rs. 500/- 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. The Purchaser also agrees to pay an amount of Rs. 5,000 as deposit towards the Society Deposit Charges to the DEVELOPER before possession. The said amount shall not carry any interest and will remain with the VENDOR/DEVELOPER until the execution of conveyance as stated above and the VENDOR/DEVELOPER shall be entitled to deduct such amount if any incurred on the said building after the conveyance is executed. On the execution of conveyance, the aforesaid deposits after deducting the proportionate share and arrears if any shall be transferred in the name of the Apartment Owners Association.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

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

i. The VENDOR has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
ii. The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
iii. 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 & Developer have 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 are 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 Apartment to the Purchaser.

xi. At the time of handing over the management of the Association of Apartments Owners, the VENDOR & Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners.

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

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

xiv. THAT the VENDOR & Developer shall not be liable or responsible for loss or damage caused to the said Apartment or to the entire building due to natural calamities like flood, earthquake, lightning, cyclone etc., nor shall be responsible for cause of damage due to public disturbances like riots.

11. The Purchaser 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 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. To 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 for giving water, electricity or any other service connection to the building in which the Apartment is situated.

x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

xi. 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.

xii. 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.

xiii. Till handing over the management of said Building maintenance to the Association of Apartment Owners for all phases of the Project Land, 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.

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

xv. That the Purchaser agrees that he/she shall not erect any superstructure either temporary or permanent upon the available open land of the said plot or on the top of the Building or on the Terrace of the said Building without written permission from the VENDOR and its Consultants.

xvi. THAT notwithstanding anything contained hereinabove the allocated covered Parking Place shall be exclusively used by only those Apartment Owners to whom the same has been allotted by Serial No. The Purchaser further agrees that he will not challenge any allotment of any parking space made by the VENDOR/DEVELOPER to any other Purchaser/s. Likewise, the Terraces

attached/allotted to various Apartments/Shops will be exclusively used by the Apartment Owners to whose Apartment the same have been provided.

12. 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.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

15. After the VENDOR & Developer executes this Agreement they 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.

16. 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 Developer. If the Purchaser(s) fails to execute and deliver to the 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 Developer , then the 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.

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

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

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

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said Project.

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

23. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the VENDOR & Developer through its authorized signatory at the VENDOR/ Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in Nagpur. After the Agreement is duly executed by the Purchaser and the VENDOR & Developer, the same shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchaser and/or VENDOR & 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 & Purchaser shall attend such Office and admit execution thereof.

25. That all notices to be served upon 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 or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

VENDOR - The Nagpur Slum Rehabilitation Authority, Nagpur
5th floor, New Administrative Building,
Nagpur Municipal Corporation, Civil Lines, Nagpur – 440 001
(The Vendor's Address)
Notified Email ID: pmaynmc@gmail.com

PURCHASER - _____
_____ (Purchaser's Address)
Notified Email ID: _____

DEVELOPER - M/S. SANDEEP DWELLERS PRIVATE LIMITED,
3 B, "Gulmohar", Temple Road, Civil Lines, Nagpur – 440 001.
(Developer's Address)
Notified Email ID: info@sandeepdwellers.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 or the Purchaser or the Developer, as the case may be.

26. 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 which shall for all intents and purposes to consider as properly served on all the Purchasers.

27. 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 to the DEVELOPER.

As per the information declared along with the documents attached by the purchaser and the income certificate issued by the Tehsildar, it is certified that the beneficiary falls in Economically Weaker Section (EWS) / Lower Income Group (LIG) category as per Pradhan Mantri Awaas Yojana (Urban) for the purposes of concession in Stamp Duty of Rs. 1,000/- only as per Government of Maharashtra Notification No. Mudrank-2015/1745/UOR.24/CR-573/M-1 dated 31.03.2018 and

modified vide Government of Maharashtra Notification dated 20.02.2019 and the same having being accepted by the VENDOR and the PURCHASER, the stamp duty has been paid according to the said notifications. The annual income of the PURCHASER as per income certificate is Rs. _____/- and the unit agreed to be purchased by the PURCHASER is of carpet area admeasuring Flat 28.21 Sq. Mts. In case any of the information is found to be not true, and the difference of the Stamp Duty is demanded by the competent authority, the purchaser shall be liable to pay the whole of the stamp duty and penalty, if any, as if there was no reduction in stamp duty from the beginning and shall always keep the VENDOR & Developer indemnified against the same and from all costs and consequences arising therefrom.

28. 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.

29. 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.

30. POWER OF ATTORNEY: That the power of attorney to present the document for registration/ admission, execution & verification by principal executants of Power of Attorney has not been cancelled for any reason whatsoever & that none of the executants of power of attorney are dead. Aforesaid power of attorney is completely valid and the present executant, on behalf of the VENDOR and DEVELOPER is competent enough to execute the present sale deed or any other acts mentioned in the aforesaid Power of Attorney. That the Power of Attorney holder is aware of the fact that of any statement is found to be false therein, he shall be liable for prosecution u/s 82 of Registration Act, 1908.

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

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

FIRST SCHEDULE ABOVE REFERRED TO

THE UNDIVIDED 0.12 % variable undivided share and interest in ALL THAT PIECE AND PARCEL OF LAND out of the land admeasuring 12913 Sq. Mts. out of said land bearing being part of Kh.No.24/4 & 24/6, City Survey No.29 & City Survey No.30, Sheet No.485/24 & 906/23 of Mouza Wanjara, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Teh. & Distt. Nagpur and bounded as under:

ON THE EAST	:	Basti, Shri Karemore Field & Kamptee Road
ON THE WEST	:	Pioli Nadi & Shri Karemore Field

ON THE NORTH : Shri Karemore Field & Well
ON THE SOUTH : Basti

SECOND SCHEDULE ABOVE REFERRED TO

(i) Compound wall with gates.
(ii) Foundations and outer wall R.C.C column beams of the building.
(iii) Well / Bore well with electric meter, pump and fittings.
(iv) Underground water storage sump with pump, electric motor switch, starter and fittings.
(v) Electric underground cable from transformer yard to the building.
(vi) Electric wiring networks throughout the building along with electric meters.
(vii) Water connection from borewell / NMC pipeline to underground storage sump and from there to overhead water tanks and from overhead water tanks to respective Units.
(viii) Plumbing works throughout the building.
(ix) Sanitary and waste pipe line, manholes and fittings.
(x) Electric connections in the open land and for lights, parking areas, common parking areas, common toilets.
(xi) Sewerage lines up to the Sewage Treatment Plant.
(xii) Sewage treatment plant with all fittings
(xiii) Overhead water tanks and fittings.
(xiv) Garden and open parking area.
(xv) Staircases with landings and passages of the Building.
(xvi) Lifts: One Automatic 8 passenger capacity Lift per wing.
(xvii) Common Areas: Well-designed entrance lobby and good landscaping at ground level. Paved / Concrete flooring.
(xviii) Garden: Beautifully landscaped Garden and Miyawaki Forest in specified area
(xix) Common Rooms: Society Office on Ground floor.
(xx) Security: Guard cabin at main gate.
(xxi) Firefighting: Arrangements as per statutory requirements.

SCHEDULE 'A'

ALL THAT R.C.C. Superstructure comprising Flat No. _____ on the _____ Floor of Wing A - ___, in the Complex to be known and styled "SWAPNA NIKETAN" on the aforesaid Plot of land covering a Carpet area admeasuring 28.21 Sq. Mts., Parking No. NIL, (more particularly described in the floor plan as per Schedule –B).

ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**FOR THE NAGPUR SLUM REHABILITATION AUTHORITY, NAGPUR** **(_____)** **Authorised Signatory**
02			**FOR M/S. SANDEEP DWELLERS PRIVATE LIMITED** **(GAURAV ASHOK AGARWALA)** **Authorised Director**
03			**( )** **PURCHASER**
WITNESSES :-			
03			**(_____)** **WITNESS NO.1**
04			**(_____)** **WITNESS NO.2**