AGREEMENT TO SELL OF APARTMENT No.____ OF TULSI SAHANIWAS AT DABHA, NAGPUR

Consideration : Rs._____/-
Market Value : Rs._____/-

Stamp Duty : Rs._____/- &
Registration Fees : Rs._____/- is paid herewith.

{Stamp Duty is paid as per Maharashtra Govt. Order No. Mudrank-2021/UOR.12/CR.107-M-1 (Policy) dated 31-03-2021 and the remission of 1% Stamp Duty shall be valid subject to the fulfillment of condition contained in the said Order }

{ Valued as per Item No. 16.260क on Page No. 493 of Ready Recknor for the Year 2023-24 @ Rs.29,300/- per Sq.Mtr. for Apartment, for Property bearing City Survey No. 37, Sheet No. 209/55 of Mouza - Dabha, Tahsil & District - Nagpur **}**

THIS DEED OF AGREEMENT TO SELL IS MADE AND EXECUTED at NAGPUR on this ___th day of _____, **2023**, **BETWEEN :**

SHRI. NARENDRA S/o. DHARNIDHARJI GANDHI, Aged about 60 Years, Occupation - Business, R/o. Plot No. 40, Balaji Nagar, Manewada Road, Nagpur - 440027 (M.S.), **PAN - ACIPG8340D**, **AADHAAR No. 5757 6309 2393** & **Mobile No. 9823042257**
hereinafter be called and referred to as "**VENDOR / OWNER / SELLER / PARTY No.1**", which expression shall unless repugnant to the context or meaning thereof always means and includes the said **VENDOR**, as well as his legal heirs, legal representatives, executors, administrators, successors, nominees, assignees and agents etc. of the FIRST PART;

AND

(1) SHRI./SMT./KU. _____, Aged about ___ Years, Occupation - _____, **PAN -** _____, **AADHAAR No.** _____ & **Mobile No.** _____ AND
(2) SHRI./SMT./KU. _____, Aged about ___ Years, Occupation - _____, **PAN -** _____, **AADHAAR No.** _____ & **Mobile No.** _____
Both above residents of _____, Nagpur - 4400__ (M.S.)
hereinafter jointly as well as severally be called & referred to as "**PURCHASER / PARTY No.2**", which expression shall unless repugnant to the context or meaning thereof, always means and includes the said **PURCHASER** as well as

his/her/their respective legal heirs, legal representatives, Executors, Administrators, Successors, Nominees, Assignees & Agents, etc. of the SECOND PART;

WHEREAS, the Vendor named hereinabove is the exclusive & absolute legal Owner and in possession of All that Piece and Parcel of Residential Land / Plot admeasuring about 4511.026 Sq.Mtrs. (OR 48,556.28 Sq.Fts.) out of Survey / Khasra No. 164/5 of Mouza - Dabha, P.H.No. 7, bearing City Survey No. 37, Sheet No. 209/55, along with all the easementary rights and interests therein, situated within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, bearing Corporation House No. 1144/B in Ward No. 68, Tahsil & District - Nagpur and more particularly described in the Schedule of Property below, hereinafter called and referred to as “the said Project Land / Plot / Property”;

AND WHEREAS, Originally Agricultural Land adm. about 0.295 H.R., being Southern portion of entire land adm. 0.59 H.R., bearing Khasra No. 164/5 of Mouza - Dabha, P.H.No. 7, situated within the limits of Nagpur Municipal Corporation Ward No. 68, Tahsil & District - Nagpur, was jointly owned by Shri. Anilkumar Purushottam Wagh & Shri. Devendrakumar Purushottam Wagh and after the death of Shri. Anilkumar Purushottam Wagh, his share in the said Land was acquired by his legal heirs Smt. Kalpana Anilkumar Wagh, Shri. Niraj Anilkumar Wagh, Shri. Nishant Anilkumar Wagh, Shri. Nitin Anilkumar Wagh & Shri. Amit Anilkumar Wagh, by virtue of natural inheritance rights;

AND WHEREAS, the remaining portion of Khasra No.164/5 i.e. Agricultural Land adm. about 0.295 H.R., being Northern portion of entire land adm. 0.59 H.R., bearing Khasra No. 164/5 of Mouza - Dabha, P.H.No. 7, situated within the limits of Nagpur Municipal Corporation Ward No. 68, Tahsil & District - Nagpur, was originally owned by Shri. Kamalkumar Suganchandra Jain & Shri. Nareshkumar Mishrilal Jain, who in turn sold it to Darshana Sahakari Gruh Nirman Sanstha Maryadit, Nagpur, by virtue of Sale Deed registered at Sr.No.794 in the Office of Joint Sub-Registrar No.4, Nagpur on 10-05-2004;

AND WHEREAS, the aforesaid Shri. Devendrakumar Purushottam Wagh, Smt. Kalpana Anilkumar Wagh, Shri. Niraj Anilkumar Wagh, Shri. Nishant Anilkumar Wagh, Shri. Nitin Anilkumar Wagh, Shri. Amit Anilkumar Wagh and Darshana Sahakari Gruh Nirman Sanstha Maryadit, Nagpur then jointly sold the said Land of Khasra No. 164/5 to Shri. Narendra Dharnidharji Gandhi by executing a Sale Deed on 08-06-2015, which is duly registered at Sr.No.4663 in the Office of Joint Sub-Registrar No.1, Nagpur on 07-08-2015;

AND WHEREAS, the Additional Collector, Nagpur has by his Order bearing No. आदेश पत्र क्र. प्रस्तुत/अति. जिल्हाधिकारी/कावि–...../2016 dated _____ in Revenue Case No. रा.मा.क्र. ...../एन.ए.पी.–34/20..... –20.... granted the permission for non-agricultural use of the said Land and the Assistant Director Town Planning, Nagpur Improvement Trust, Nagpur has also Sanctioned and Approved the Layout Plan as per its Order Letter dated _____ bearing No. _____ and thereby sanctioned the Plot area of 4511.026 Sq.Mtrs. out of the total 5900 Sq.Mtrs. of Land;

AND WHEREAS, the Vendor No.1 i.e. Shri. Narendra Dharnidharji Gandhi has executed a Special Power of Attorney for Admission and Presentation in favour of Mrs. Sarita Narendra Gandhi / Shri. Sagar Narendra Gandhi on 29-05-2020, which is duly authenticated and registered at Sr.No.2305 in the Office of Joint Sub-Registrar No.5, Nagpur on even date;

AND WHEREAS, the said Property is duly mutated in the name of present Vendor in the records of Nagpur Improvement Trust, Nagpur Municipal Corporation and Department of City Survey, Nagpur and in view of the aforesaid facts, the Vendor has now become the absolute and exclusive legal Owner of the said Property and capable to deal in respect of the same with any Person/Firm/Company/Institution etc. of its/her choice;

AND WHEREAS, the Vendor has prepared a Building Plan for construction of a Multi-storied Multi-Wing Building containing various self-contained Residential Apartments therein and got it Sanctioned and Approved from Building Engineer (West), Nagpur Improvement Trust, Nagpur vide Building Permit No. B.E.(WEST)/Case No. 202652656/Tracking No. 2022041375/778 dated 29-07-2022;

AND WHEREAS, the Vendor is in possession of the Project Land and has started the construction on the Project Land having most part of Ground Floor as Parking and Seven Upper Floors consisting of Three Hundred Eighteen (318) self-contained separate Apartments therein;

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 has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the Vendor has appointed a 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 authenticated copies of Certificate of Title issued by the Attorney at Law or 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 constructed or are to be constructed have been annexed hereto and marked as Annexure ‘A’ and ‘B’ respectively;

AND WHEREAS, the authenticated copies of the Plan of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure ‘C’;

AND WHEREAS, the authenticated copies of the Plans and specifications of the Apartment agreed to be purchased by the Purchaser, as Sanctioned and Approved by the local authority have been annexed and marked as Annexure ‘D’;

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, the 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 has accordingly commenced construction of the said building/s in accordance with the said proposed Plans;

AND WHEREAS, by virtue of the aforesaid facts, the Vendor has/have sole and exclusive right to sell the Apartments in the said building/s to be constructed on the Project Land and to enter into Agreement/s with the

Purchaser(s) of the Apartments and to receive the Sale consideration in respect thereof;

AND WHEREAS, the Purchaser is offered an Apartment bearing number _____ on the ____ Floor, (hereinafter be referred to as the said "Apartment / Flat") in the Building called TULSI SAHANIWAS (hereinafter referred to as the said "Building"), being constructed on the Project Land;

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the Project Land and the Plans, designs and specifications prepared by the Vendor's Architect _____ 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;

AND WHEREAS, the Purchaser has applied to the Vendor for Allotment of an Apartment No. _____ on _____ Floor in the TULSI SAHANIWAS being constructed in the 1st phase of the said Project;

AND WHEREAS, the Carpet Area of the said Apartment is _____ Square Meters and "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service 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, prior to the execution of these presents, the Purchaser has paid to the Vendor a sum of Rs. _____/- (Rupees _____ Only), being part payment of the Sale Consideration of the Apartment agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the Sale Consideration in the manner hereinafter appearing;

AND WHEREAS, the Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Nagpur bearing Registration No. _____ dated _____ (Authenticated copy is attached in Annexure 'F');

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of said Apartment with the Purchaser, 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 hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the garage/covered parking (if applicable);

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 :-

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

1. THAT, the aforesaid Project consists of a Multistoried Building/s consisting of Basement, Ground Floor and Seven (7) Upper Floors. The Basement and most part of Ground Floor shall be utilized for Parking. The Upper Floors shall consist of Three Hundred Eighteen (318) Apartments to be constructed by the Vendor on the said Project Land in accordance with the Plans, designs and specifications as approved by the Competent Local Authority from time to time.

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

1(a) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment No. _____ having Carpet Area of _____ Sq.Mtrs. on _____ Floor of the TULSI SAHANIWAS (hereinafter referred to as “the Apartment”) as shown in the Floor Plan thereof hereto annexed and marked as Annexure ‘C’ for the total Sale Consideration of **Rs.**_____**/- (Rupees** _____ **Only)**.

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

(i) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 30% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of execution of this Agreement.

(ii) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding45% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of Plinth of the Building / Wing in which the said Apartment is located.

(iii) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 70% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

(iv) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 75% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

(v) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 80% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

(vi) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 85% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

(vii) **Rs.**_____**/-** (Rupees _____ Only) (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the Vendor within Seven (7) days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

(viii) Balance **Rs.**_____**/-** (Rupees _____ Only) agreed to be paid by the Purchaser to the Vendor 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.

TOTAL : Rs._____**/- (Rupees** _____ **Only)**

1(c) The above mentioned Total Price / Consideration excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax,

Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Apartment.

1(d) The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable, at the time of registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor and to credit the same in the appropriate account of the Income Tax Department before the execution of Sale Deed.

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 be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor.

1(g) During the period of building construction the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of Land to inspect the Plans, Specifications, Building materials, if available at the 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 installments payable by the Purchaser by discounting such early payments @ 8% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate

shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Vendor (if applicable).

1(i) The Vendor shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed 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 Plan mentioned in this Agreement and no compensation shall be given to either party for such variations. The total price payable for the Carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the Carpet area within the defined limit then the Vendor shall refund the excess money paid by Purchaser within Forty-Five (45) 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(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 may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his/her payments in any manner.

2.1 THAT, the Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the Association of the Purchasers after receiving the Occupancy Certificate or the Completion

Certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1(c) hereinabove. (“Payment Plan”).

3. THAT, the Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Sq.Mtrs. only and Vendor has planned to utilize Floor Space Index of _____ Sq.Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of _____ Sq.Mtrs. as proposed to be utilized by him on the Project Land in the said Project and the 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.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the Possession. The Purchaser agrees to pay to the Vendor, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, 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 installments, 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 breach or breaches and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor within a period of Fifteen (15) days of such Notice, then at the end of such notice period, this Agreement shall IPSO-FACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs.50,000/- (Rupees Fifty Thousands Only) plus the amount of interest chargeable at the rate prescribed under Clause 4.1 of this Agreement, on defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of Thirty (30) days of the termination, the installments 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 or more 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 ___ day of _____, 20__, but subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and/or other public or competent authority or any cause beyond the control of the Vendor 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. 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 not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty, Registration Fees, Service Tax / VAT / GST etc. are paid by the Purchaser in full to the Vendor hereto;

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

(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 Three (3) 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 association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within Fifteen (15) days of the written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and Occupancy.

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

7.4 The Vendor does hereby agree with the Purchaser that on receipt of the balance Sale Price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax/GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of Land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the Nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor.

7.5 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 the Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a 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, undertakings 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 to the Vendor or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 The Purchaser shall protect the important parts of the building such columns, beams, walls, slabs or R.C.C., Pardis or other 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, the 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 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/her own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect is found in the proprietary items used in construction of the said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always co-operate 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 that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect liability will not be

applicable to such modified Specification items. Similarly, if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence / for the purpose as sanctioned by the Competent Authority. He/she shall use the parking space only for purpose of keeping or parking vehicle.

8.2 It is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of Land and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor.

9.1 The Vendor has dedicated the said Project to the Provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/s.2 in Form (A) of the said Act on 06-03-2023, which is duly registered at Sr.No.1472 in the Office of Joint Sub-Registrar No.5, Nagpur on even date. Necessary Correction Deed / Revised Deed of Declaration will be executed after utilization of entire available Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the Provisions of The Maharashtra Apartment Ownership Act, 1970 as well as terms and conditions contained in the said Deed of Declaration and the Bye-Laws appended thereto shall always remain binding upon the Purchaser and his/her/their Successors in title.

9.2 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 Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be

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

9.3 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 inter-se, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the Rules made there under.

9.4 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.

9.5 The Promoter shall execute a registered conveyance deed in favour of the Allottee along with the undivided proportionate title in the common areas to the Association of the Allottee or the competent authority, as the case may be, and hand over the physical possession of the Plot, Apartment of Building, as the case may be, to the Allottee and the common areas to the Association of the Allottee or the Competent Authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within Three (3) months from the date of issue of Occupancy Certificate.

9.6 The Vendor shall, within _____ (__) months from the date of dedication of the said Property to the provisions of The Maharashtra Apartment Ownership Act, 1970 as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor in the said Structure of the Building or Wing in which the said Apartment is situated.

9.7 The Vendor shall, within Three (3) months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

9.8 Within Fifteen (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 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 is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution of Rs._____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until handing over the management of the said Building to the Association of Apartment Owners. On such handing over of the Management the remaining amount (if any) of the aforesaid monthly contribution (less deduction provided for in this Agreement) shall be paid over by the Vendor to the Society.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor, the amount of Rs._____/- (Rupees _____ Only) :-

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

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

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

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

(v) for Deposit towards Water, Electric and other utility and services connection charges.

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building (within three months of society formation), the Purchaser shall pay to the Vendor, the Purchaser's share of Stamp Duty and Registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the Project Land, the Purchaser shall pay to the Vendor, the Purchaser's share of Stamp Duty and Registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

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

(i) The 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 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 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) The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

(x) At the time of execution of the Sale / Conveyance Deed of the Apartment in favour of the Purchaser, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

(xi) 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Vendor in respect of the Project Land and/or the Project except those disclosed in the Title Report.

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

(i) To maintain the Apartment at the Purchaser’s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by the Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said Building and keeping the 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 his/her own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

(viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated.

(ix) Pay to the Vendor 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.

(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 under this Agreement are fully paid up.

(xii) The Purchaser shall observe and perform all the rules and regulations which the Association of 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 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 the said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor and his/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 25 % of regular Maintenance Charges payable for such unsold Apartments.

15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or sums received on account of the maintenance fund, expenses or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a 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 of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. 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.

18. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within Thirty (30) 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 Thirty (30) 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 Fifteen (15) 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.

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

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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.

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the 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 Apartments in the Project.

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

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

26. The Purchaser and/or Vendor shall present this Agreement as well as the Conveyance/Sale Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor himself or through his duly authorized Attorney will attend such office and admit execution thereof.

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

_____ Name of Purchaser
_____ (Purchaser's Address)
Notified E-mail ID : _____

SHRI. NARENDRA DHARNIDHARJI GANDHI Name of Vendor
Plot No.40, Balaji Nagar, Manewada Road, Nagpur-27 (Vendor's Address)
Notified E-mail ID : ***tulsisahaniwas@gmail.com***

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted

at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

28. JOINT VENDORS / PURCHASERS : That in case there are Joint Vendors / Purchasers, all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers and vice versa.

29. STAMP DUTY & REGISTRATION FEES : 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.

30. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW : 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 Competent Civil Court at Nagpur will have the jurisdiction for this Agreement.

32. The Property hereby agreed to be sold shall be taken to be correctly described in the schedule herein under written and if in future any mistake, mis-statement, error or omission is discovered, then the same shall not annul this Agreement nor shall any compensation be payable there for, but all the same, such mistake, mis-statement, error or omission shall always be subject to correction by the parties hereto.

33. For the matters not specifically covered the provisions of Transfer of Property Act shall apply.

FIRST SCHEDULE
DESCRIPTION OF PROPERTY

ALL THAT PIECE AND PARCEL OF RESIDENTIAL LAND / PLOT admeasuring about **4511.026 Sq.Mtrs.** (OR 48,556.28 Sq.Fts.) out of Survey / Khasra No. 164/5 of Mouza - **DABHA**, P.H.No. 7, bearing **City Survey No. 37**,

Sheet No. 209/55, along with all the easementary rights and interests therein, situated within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, bearing **Corporation House No. 1144/B** in Ward No. 68, Tahsil & District - NAGPUR, hereinbefore called and referred to as "the said Land / Plot / Property". The said Property is bounded as under -

ON THE EAST	:	Open Space Area in the Layout & 18.00 Mtr. Wide D.P.Road
ON THE WEST	:	Layout Boundary / Land of Survey No. 164/10
ON THE NORTH	:	Layout Boundary / Land of Survey No. 164/4
ON THE SOUTH	:	Layout Boundary / Land of Survey No. 164/6

SCHEDULE - A

DESCRIPTION OF FLAT / APARTMENT AGREED TO BE SOLD

ALL THAT PIECE AND PARCEL OF RCC SUPERSTRUCTURE COMPRISING OF RESIDENTIAL FLAT / **APARTMENT No.** _____ (_____) having Carpet Area of _____ Sq.Mtrs. & Built-up Area of _____ **Sq.Mtrs.** (OR _____ Sq.Fts.), situated on _____ **FLOOR** of **TULSI SAHANIWAS** erected on the aforesaid First Schedule land in Dabha, Nagpur, along with undivided variable ____ **%** share and interest in the aforesaid Land of First Schedule, hereinbefore called and referred to as "the said Flat / Unit / Apartment" and the said Apartment is bounded as under -

On the East	:
On the West	:
On the North	:
On the South	:

SECOND SCHEDULE

DESCRIPTION OF COMMON AREAS AND FACILITIES

Open / Covered Parking Space
Lift
Staircase, Passage & Lobbies
Terrace

IN WITNESS WHEREOF, parties hereinabove named have set their respective hands and signed this Agreement to Sell at Nagpur in the presence of attesting witness, signing as such on the day first above written.

NOTE : *Where the context so requires, words and expression referring to the parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.*

Drafted by : Adv. Vaibhav M. Heda, Nagpur.

WITNESSES :

1. **Mayur M. Shamkuwar**
97, Siddharth Nagar, Teka,
Kamthi Road, Nagpur - 17

SHRI. NARENDRA DHARNIDHARJI GANDHI
VENDOR / OWNER / SELLER / PARTY No.1

(1) SHRI. _____

2. **Dilip Balkishan Rokde**
House No.788, Plot No.114,
Gurudatta Society, Dabha,
Nagpur - 440023 (M.S.)

(2) SHRI. _____
PURCHASER / PARTY No.2

RECEIPT

Received of and from the Purchaser above named the sum of Rupees ..... on execution of this Agreement towards Earnest Money Deposit or Application Fee.

I say received.

The Promoter