श्री

WITHIN THE JURISDICTION OF SUB REGISTRAR OFFICE BRAMHAPURI

M0UZA – DELANWADI

SHREE HEIGHTS

AGREEMENT TO SELL

APARTMENT NO. _____,FOR RS. _____/-

(Rupees _____)

Item No. 3.68, @ Rs. 17,300/-,

MARKET VALUE RS. _____ /-, STAMPS RS. _____ /-

THIS AGREEMENT TO SELL of Apartment is made and executed at Bramhapuri on this _____ day of _____,2017.

B E T W E E N

SHREE BUILDERS AND DEVELOPERS, BRAMHAPURI, a proprietary concern having its registered office at Room No.6, Barai Complex, Near Burle Petrol Pump, Nagpur Road, Bramhapuri, Dist. Chandrapur, Acting through its Proprietor;

MR. ANUJ S/O VASANTRAO MENDHULE,
aged 33 years, occ. Business, **PAN. BJAPM 1691 K**
R/o Sharda Colony, Bramhapuri, Tah. Bramhapuri,
Dist. Chandrapur – 441 206

hereinafter called as "**PROMOTER**"/"**VENDOR**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PROMOTER**"/"**VENDOR**", its, successors, executors administrators, and assigns of the **FIRST PART**, **AND**

MRS./SMT./SHRI. _____,
Aged about _____ years, Occupation-_____,
Income Tax Permanent Account No._____
Aadhar unique Identity No. _____
Resident of _____

hereinafter called as **"ALLOTTEE"/"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"ALLOTTEE"/"PURCHASER"**, his/her legal heirs, successors, executors, administrators and assigns) of the **SECOND PART, AND**

A. WHEREAS, VENDOR firm is the absolute owner of all that piece and parcel of land bearing Amalgamated Plot No. 3, admeasuring 637.28 Sq. Mtrs. of Survey Nos. 101 & 280, of Mouza – Delanwadi, Nagar Parishad Bramhapuri , PH. No. 12 , Class – I, Account No. 5721, Tah. Brahampuri Distt. Chandrapur, and more particularly described in the SCHEDULE here in written. **(hereinafter referred to as "the project land")**

WHEREAS the VENDOR purchased the said property from Shri Deorao Bakshiji Pilare by virtue of Registered Sale Deed Dt. **15/07/2016** which is registered on the same date in the Office of Sub-Registrar Bramhapuri having Registration No. **888-2016.** AND

WHEREAS, Shri Deorao Bakshiji Pilare thereafter prepared a layout plan of the aforesaid land and the same is duly approved and sanctioned vide Order No. अकृषि/अंतिम मंजुरी/मौ. देलनवाडी/ता. ब्रम्हपुरी/नरच/584 Dt. 09/03/2016 issued by the Town Planner, Town Planning Department, Chandrapur. AND

WHEREAS, thereafter the Shri Deorao Bakshiji Pilare converted the said land for non-agricultural/residential purpose vide order क्रमांक/नपब्र/नियोजन/अकृषक/2016@289 dated 09/06/2016 in N.A. Case No. 4/NAP-34/2015-2016 issued by the Tahsildar, Brahmapuri. AND

WHEREAS, the VENDOR has to construct a multi-storied building consisting of various shops and self contained apartments therein over the said plot of land. AND

B. The Said Land is earmarked for the purpose of building a residential cum commercial project, comprising a multistoried apartment building and and the said project shall be known as **"SHREE HEIGHTS";**

C. The VENDOR is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the VENDOR regarding the said land on which Project is to be constructed have been completed;

D. The authenticated copies of the **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" & Annexure "B" respectively**;

E. The proposed scheme namely **"SHREE HEIGHTS"** to be constructed as per the sanctioned building plan vide building permit No. **BPA/00055/2016-17** vide जा. क्रं./नपब्र/नियोजन व विकास/इमा.बांध/2016@496 dated **03/10/2016** issued by the Nagar Parishad Office, Brahmapuri have been **annexed hereto and marked as Annexure "C"**;

F. The authenticated copies of the Floor Plan of the Apartment agreed to be purchased by the Allottee have been **annexed and marked as Annexure "D"**;

G. The VENDOR has accordingly commenced the construction of the said building in accordance with the said proposed plans;

H. WHEREAS the Property has been already submitted to the Provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970, by executing and Registering a **DEED OF DECLARATION** under section 2 in the form-A in the said Act and same is registered in the Office of the Joint Sub-Registrar Bramhapuri at Serial No. **1236** on **24/10/2016**. Thus the said project will be governed by the provision of The Maharashtra Apartment Ownership Act, 1970. The Provision of The Maharashtra Apartment Ownership Act, 1970 as

well as the terms & conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title;

I. The VENDOR has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Mumbai** on **1st September 2017** under Registration No.**P50900012482; authenticated copy is attached in Annexure "E";**

J. The VENDOR has entered into the 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;

K. The VENDOR has appointed Architect Mr. Sarang Mendhule having its office at Yusuf Manzil, Deonagar, Nagpur – 440015;

L. The VENDOR has appointed Structural Engineer Mr. Liladhar Bhayyaji Kukde having its office at Vedant, 22, Old Subhedar Layout, Nagpur - 440024 for structural designs and drawings of the building/s and the VENDOR shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

M. On demand from the Allottee, the VENDOR has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the VENDOR's Architects Mr. Sarang Mehendule and of such other documents as are specified under the Real Estate

(Regulation & Development) Act 2016 and the Rules & Regulations made thereunder. The Allottee has, prior to the execution hereof perused the Title documents, Building plans & Specification of the said project and the other documents and papers disclosed by the VENDOR and satisfied herself/himself/themselves about the title of the vendor to the said property and/or right of the vendor to sell the same on ownership basis. The Allottee hereby confirms that the VENDOR has produced for inspection to the Allottee, all information and documents and has made full and true disclosure as demanded by the Allottee and the Allottee is satisfied with the same and has no furtheror other information nor disclosure to be required from the VENDOR;

N. The Allottee has applied to the VENDOR for purchase of Apartment No._____ on _____ Floor of the building known and styled as **"SHREE HEIGHTS";**

WHEREAS, the carpet area of the said Apartment is _____ **square meters;** Open Balcony area is _____ **square meters;** Enclosed Balcony area is _____ **square meters;** Terrace area is _____ **square meters;** along with common areas _____ **Sq. Mtrs.** together with _____ **%** undivided share and interest in the total area of the plotable land (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule "I"** and the floor plan of the apartment is annexed hereto and marked as **Schedule "II";**

WHEREAS, for the purpose of this agreement following areas are defined under Real Estate (Regulation & Development) Act 2016

and the Rules & Regulations And the notifications & the clarifications issued & made thereunder;

(a) Carpet Area:

(b) Common Area:

(c) **Balcony Area:** For the purpose of this agreement the balcony area is defined as balcony / enclosed balcony area as shown in the sanctioned building plans by the local authority.

O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

Q. 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;

R. 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 Allottee hereby agrees to purchase the Apartment as specified in para N;

S. Prior to the execution of these presents the Allotte 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 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 Allottee hereby agrees to purchase the Apartment as specified in para N;

T. As per Section 13 of the Real Estate (Regulation & Development) Act 2016 the Vendor is required to execute a written Agreement to Sale of said Apartment with the Allottee for the sale in respect of the said apartment and therefore, Vendor and the Allottee are executing present Agreemnt as compliance thereof and they shall also register this Agreemnt under the Registration Act, 1908 with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the VENDOR agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para N;

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ /- (Rupees _____ only)

Description of sale consideration

Cost of Apartment@ _____/- per sq. ft.	Rs. _____ /-
Cost of Common Areas@_____/- per sq. ft.	Rs. _____ /-
Electric & water meter charges	Rs. _____ /-
Taxes	Rs. _____ /-

(i) The Total Price above includes the booking amount paid by the allottee to the VENDOR towards the Apartment;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the VENDOR by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the VENDOR) up to the date of handing over the possession of the Apartment. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the VENDOR shall be increased/reduced based on such change / modification.

(iii) The VENDOR shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the VENDOR shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The VENDOR undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the VENDOR shall enclose the said notification/order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set as below ;

MODE OF PAYMENT

a) Rs _____/- Rupees _____
Paid at the time of booking

b) Rs _____/- Rupees _____
(not exceeding 30 % of the total consideration.) agreed to be paid by the Allottee to the Vendor on execution of this Agreement.

c) Rs _____/- Rupees_____
(not exceeding 45 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the plinth of the building in which the said apartment is located.

d) Rs _____/- Rupees _____
(not exceeding 70 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the slabs and stilts of the building in which the said apartment is located.

e) Rs _____/- Rupees_____
(not exceeding 75 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the walls, internal plaster, floorings, doors & windows of the said apartment.

f) Rs _____/- Rupees _____
(not exceeding 80 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said apartment.

g) Rs _____/- Rupees _____
(not exceeding 85 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the external plumbing & external plaster, elevation, terraces with water proofing of the building in which the said apartment is located.

h) Rs _____/- Rupees _____
(not exceeding 95 % of the total consideration.)
agreed to be paid by the purchaser to the vendor on completion of the lifts, water pumps, electric fittings, electro, mechanical & environmental requirements, entrance, lobbies, plinth protection paving of areas, appertain & all other requirements as may be prescribed in the agreement for sale of the building in which the said apartment is located.

i) Rs _____/- Rupees _____
agreed to be paid by the purchaser to the vendor against & at the time of handing over of the possession of the apartment to the purchaser on or after receipt of occupancy certificate of completion certificate.

_____

Rs. _____/- Rupees _____

_____

1.5 The VENDOR may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2 % 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 an Allottee by the VENDOR.

1.6 It is agreed that the VENDOR shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the VENDOR may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The VENDOR shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR. If there is any reduction in the carpet area within the defined limit then VENDOR shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the VENDOR shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the VENDOR agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the VENDOR shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the VENDOR and the Allottee agrees that the Apartment along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **"SHREE HEIGHTS"** shall not form a part of the declaration to be filed with Nagar Parishad Office, Brahmapuri to be filed in accordance with the _____.

1.11 The VENDOR agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the VENDOR fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the VENDOR agrees

to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs, _____ /- (Rupees _____only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the VENDOR hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the VENDOR within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the VENDOR abiding by the construction milestones, the Allottee shall make all payments, on demand by the VENDOR, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of SHREE BUILDERS AND DEVELOPERS, BRAMHAPURI payable at BRAMHAPURI.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the VENDOR with such permission, approvals which would enable the VENDOR to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The VENDOR accepts no responsibility in this regard. The Allottee shall keep the VENDOR fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the VENDOR immediately and comply with necessary formalities if any under the applicable laws. The VENDOR shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the VENDOR shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee 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 Allottee undertakes not to object/demand/ direct the VENDOR to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the VENDOR as well as the Allottee. The VENDOR shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee 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 "Payment Plan".

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the VENDOR. The VENDOR shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the VENDOR undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by MRTP ACT and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the VENDOR shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the said Apartment:** The VENDOR agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The VENDOR, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force**

Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the VENDOR shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the VENDOR to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the VENDOR shall refund to the Allottee the entire amount received by the VENDOR from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the VENDOR and that the VENDOR shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The VENDOR, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the VENDOR shall give possession of the Apartment to the Allottee. The VENDOR agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR. The Allottee agree(s) to pay the maintenance charges as determined by the VENDOR/association of allottees, as the case may be. The VENDOR on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate* of the Project.

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the VENDOR as per clause 7.2, the Allottee 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 allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee -** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the VENDOR to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the VENDOR, the VENDOR herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the VENDOR to the allottee within 45 days of such cancellation.

7.6 **Compensation –**

The VENDOR shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the

project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the VENDOR fails to complete or is unable to give possession of the Apartment.

(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the VENDOR shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the VENDOR shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR;

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

(i) The VENDOR has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out

development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

(ii) The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Land or the Project.

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment 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 Allottee 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 said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The VENDOR confirms that the VENDOR is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the VENDOR shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The VENDOR has duly paid and shall continue to pay and discharge all 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;

(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 by or served upon the VENDOR in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the VENDOR shall be considered under a condition of Default, in the following events:

(i) VENDOR fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the VENDOR’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by VENDOR under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to VENDOR as demanded by the VENDOR. If the Allottee stops making payments, the VENDOR shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the VENDOR shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the VENDOR, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for 2 consecutive demands made by the VENDOR as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the VENDOR on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the VENDOR in this regard, the VENDOR shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The VENDOR, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the VENDOR to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the VENDOR is made by the Allottee. The

Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The VENDOR shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the VENDOR as per the agreement for sale relating to such development is brought to the notice of the VENDOR within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the VENDOR to rectify such defects without further charge, within 30 (thirty) days, and in the event of VENDOR’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The VENDOR / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **"SHREE HEIGHTS"**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in

any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the

Apartment Plot. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the VENDOR and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The VENDOR undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. 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 Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

The VENDOR has assured the Allottees that the project in its entirety is in accordance with the provisions of the MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970. The VENDOR showing compliance of various laws/regulations as applicable in Bramhapuri.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the VENDOR does not create a binding obligation on the part of the VENDOR or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR. If the Allottee(s) fails to execute and deliver to the VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The VENDOR may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the VENDOR in the case of one Allottee

shall not be construed to be a precedent and /or binding on the VENDOR to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the VENDOR to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. 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.

29. 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 Allottee, in _____ after the Agreement is duly executed by the Allottee 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.

30. NOTICES

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

_____Name of Allottee

_____ (Allottee Address)

_____ (Notified Email ID:)

SHREE BUILDERS AND DEVELOPERS, BRAMHAPURI
Room No. 6, Barai Complex, Near Burle Petrol Pump,
Nagpur Road, Bramhapuri, Dist. Chandrapur - 441 206
(Notified Email ID:)_____

It shall be the duty of the Allottee 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 Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the VENDOR to the Allottee 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 Allottees.

32. 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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be

settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE 'I'
DESCRIPTION OF THE PROPERTY

All that piece and parcel of land bearing Amalgamated Plot No. 3, admeasuring 637.28 Sq. Mtrs. of Survey Nos. 101 & 280, of Mouza – Delanwadi, Nagar Parishad Bramhapuri , PH. No. 12 , Class – I, Account No. 5721, Tah. Brahampuri Distt. Chandrapur, and bounded as under:-

On the East by : Other Layout
On the West by : Plot No. 2
On the North by : 12.00 Mtrs. wide Road
On the South by : Other Layout

SCHEDULE 'II'
DESCRIPTION OF APARTMENT TO BE SOLD

All that **Residential** Apartment No. _____ situated on _____ Floor of the building known and styled as **"SHREE HEIGHTS"** and standing on the Amalgamated Plot No. 3, having Carpet area of _____ **Sq. Mtrs.** together with variable _____ **%** undivided share and interest in the total area of the Plot admeasuring 637.28 Sq. Mtrs. of Survey Nos. 101 & 280, of Mouza – Delanwadi, Nagar Parishad Bramhapuri , PH. No. 12 , Class – I, Account No. 5721, Tah. Brahampuri Distt. Chandrapur and bounded as under :

On the East by : _____
On the West by : _____

On the North by : _____

On the South by : _____

I, Kishor Shivlalji Gautam, Reshimbag, Nagpur, Advocate do hereby state that This AGREEMENT FOR SALE is drafted by me as per instructions and documents provided by my client SHREE BUILDERS AND DEVELOPERS, Bramhapuri, Dist. Chandrapur.

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

WITNESSES:

SHREE BUILDERS AND DEVELOPERS,

BRAMHAPURI, Proprietor ;

1) _____ _____

(MR. ANUJ S/O VASANTRAO MENDHULE)

VENDOR

2) _____

_____

(SHRI _____)

ALLOTTEE

Annexure – A

Title Report

Annexure – B

(Authenticated copies of the Property Card or extract village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor to the Project Land.)

Annexure – C

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

Annexure – D

SPECIFICATION OF THE APARTMENT

a)	STRUCTURE:	R. C. C. frame structure.
b)	External wall:	6″ thick brick wall.
c)	Internal Wall:	4″ thick brick wall.
d)	Flooring:	Ivory base Vitrified tiles (2′ X 2′) in all rooms & balcony.
e)	Lift:	Passenger Lift with ARD
f)	Toilets:	Dado Glaze tiles upto 7′ height in all toilet.
g)	Plumbing & Sanitary:	Plumbing & Sanitary accessories in toilets are of standard

		quality.
h)	Main Door:	Teakwood door panel with designer veneer and teakwood frame.
i)	Other Doors:	Flush doors with laminates and teakwood frame
j)	Windows:	Powder coated aluminium sliding windows with M.S.Grill of elegant design.
k)	Kitchen:	Aluminium structure with Granite top and stainless steel sink, tiles upto lintel level.
l)	Electrification:	Concealed wiring with sufficient points in each room, cable TV & telephone points in drawing hall & master bedroom.
m)	External paint:	Weather proof cement base paint
n)	Internal paint:	OBD with 2 coat of putty for interior paint.
O)	POP:	Hall, Kitchen with LED lights.

Annexure – E

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