

AGREEMENT TO SELL

AGREEMENT OF SELL FOR Rs. 65,00,000/- ONLY

(Rupees Sixty five lakh Only)

MARKET VALUE Rs. 56,95,368/-

R.R.@ 41,220/-

Stamp duty Rs. 4,55,000/- Registration charges Rs. 30,000/-

THIS AGREEMENT TO SELL is made on this ____ day of JUNE 2025, BY
AND BETWEEN:

1) MR. SURESH S/O UMAKANT DEO, Aged about 65 years, (Income Tax PAN-AEBPD2488N) (Aadhar No. 7346 0791 1292) (Mobile No. 9822528887) (Email Id-sureshdeo66@gmail.com) Resident of Shriphal, Plot No. 164, Surendra Nagar, Nagpur, Pin-440015, Tahsil and District-NAGPUR, and
(2) MR. PRAKASH S/O ONKARGIR GOSAWI, Aged about 64 years, (Income Tax PAN-ADAPG0576E) (Aadhar No. 8778 7220 5508) (Mobile No. 7972483558) (Email Id-prakashgosawi59@gmail.com) Resident of NL-6, Green Land Apartment, Building No. 10, Flat No. 9, Sector-9, Nerul, Navi Mumbai, Pin 400706, District – THANE, do hereby nominate, constitute and appoint **M/s AAROHAN BUILDERS AND DEVELOPERS** a Partnership Firm, having its Office at Shop No. G-2, G-3, M.K. Heights, Manik Part, beside Reliance Fresh, Manish Nagar, Somalwada, Nagpur, Pin 440025, **(Income Tax PAN No. ACEFA5944M)** acting through Power of Attorney Holder Partners **(1) MR. MANGESH S/O MANIKLAL CHANDELE**, Aged about 51 Years, Occupation - Business, (Aadhar No. 7267 6624 6240) (Mobile No. 9373116594) (E- mail ID: mangesh.chandele@gmail.com) Resident of Plot No. 24, Shilpa Society, Behind UCO Bank, Narendra Nagar, Somalwada, Nagpur, Pin440025, Tahsil and District-NAGPUR **(2) MR. SAMEER S/o RAJESH KACHORE**, Aged about 32 Years, Occupation - Business, (Aadhar No. 6840 7021 5672) (Mobile No. 9765888765) (E- mall ID: skachore@redifmail.com) Resident of Plot No. 2, Shanti Bhawan, Wardha Road, Nagpur, Pin-440025, Tahsil and District-NAGPUR and **(3) MR. AMITKUMAR S/O KASHINATHJI DHAGE**, Aged about 38 Years, Occupation - Business, (Aadhar No. 6200 8269 0093) (Mobile No. 9890838785) (E-mall ID: amitkdhage@gmail.com) Resident of Plot No. 11, Near chhota Hanuman Mandir, Somawada East, Nagpur, Pin 440025, Tahsil and District NAGPUR, hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof, always mean

and include the said **VENDOR**, as well as, his/her heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

MR. ADITYA ANIL BHAT, aged about 34 Years Occupation: _____
{**INCOME TAX PAN No.: AZOPB4443K**}, {**Aadhar Card No. 9321 1390 5555**} R/o Swapnapurti Nagar, Karmaveer Ward, Warora, Ekarjuma, Chandrapur-442907 hereinafter called the **ALLOTTEE/PURCHASER** which expression shall unless repugnant to the context or meaning thereof, always mean and administrators, successors and assigns of the **SECOND PART**. Mobile No. 9422969444.

AND

M/s AAROHAAN BUILDERS AND DEVELOPERS a Partnership Firm, having its Office at Shop No. G-2, G-3, M.K. Heights, Manik Part, beside Reliance Fresh, Manish Nagar, Somalwada, Nagpur, Pin 440025, (Income Tax PAN ACEFA5944M) and acting through its Partners:-(**1**) **MR. MANGESH S/O MANIKLAL CHANDELE**, Aged about 51 Years, Occupation - Business, (Aadhar No. 7267 6624 6240) (Mobile No. 9373116594) (E- mail ID: mangesh.chandele@gmail.com) Resident of Plot No. 24, Shilpa Society, Behind UCO Bank, Narendra Nagar, Somalwada, Nagpur, Pin440025, Tahsil and District-NAGPUR,(**2**) **MR. SAMEER S/o RAJESH KACHORE**, Aged about 32 Years, Occupation - Business, (Aadhar No. 6840 7021 5672) (Mobile No. 9765888765) (E- mall ID: skachore@redifmail.com) Resident of Plot No. 2, Shanti Bhawan, Wardha Road, Nagpur, Pin-440025, Tahsil and District-NAGPUR and (**3**) **MR. AMITKUMAR S/O KASHINATHJI DHAGE**, Aged about 38 Years, Occupation - Business, (Aadhar No. 6200 8269 0093) (Mobile No. 9890838785) (E-mall ID: amitkdhage@gmail.com) Resident of Plot No. 11, Near chhota Hanuman Mandir, Somawada East, Nagpur, Pin 440025, Tahsil and District NAGPUR, hereinafter called the “**CONFIRMING PARTY/PROMOTER/ DEVELOPER**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors, and assigns of the **THIRD PART**.

HISTORY:

WHEREAS, ALL THAT Piece and Parcel of land bearing **Plot No. 2** out of the sanctioned layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, admeasuring Length 29.13 Mtrs and Breadth 20.60 Mtrs. thus total admeasurement 600.078 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 159/3 and 159/11-B of Mouza SOMALWADA, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3546/A/02, City Survey No. 594, Sheet No. 730 of Mouza SOMALWADA. situated in the layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District-NAGPUR, belongs to Mr. Suresh Umakant Deo, the Owner No. 1 named hereinabove, having purchased the same by him from Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, by a Sale Deed Dated 01-07- 2004, which is duly registered in the Office of the Sub-Registrar Nagpur-9 in Book No. 1 at Registered Serial No. 1898/2004 on 01-07-2004; AND

WHEREAS, in pursuance of the said revised Layout, Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Padmawati Nagar, Nagpur lateron executed a Correction Deed on 11-02-2013 in favour of Mr. Suresh Umakant Deo and the same is duly registered in the Office of the Sub-Registrar Nagpur-5 in Book No. 1 at Registered Serial No. 859/2013 on 12-02-2013; AND

WHEREAS, in the like manner ALL THAT Piece and Parcel of land bearing **Plot No. 5** out of the sanctioned layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, admeasuring Length 21.66 Mtrs. and Breadth 29.13 Mtrs, thus total admeasurement 606.79 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 159/3 and 159/11-B of Mouza - SOMALWADA, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House NO. 3546/A/05, City Survey No. 594, Sheet No. 730 of Mouza SOMALWADA, situated in the layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District - NAGPUR, belongs to Mr. Prakash Onkargir Gosawi, the Owner No. 2 named hereinabove, having purchased the same by him from Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, by a Sale Deed Dated 20-10-2003, which is

duly registered in the Office of the Sub-Registrar Nagpur-9 in Book No. 1 at Registered Serial No. 1690/2003 on 20-10-2003; AND

WHEREAS, the said layout of the Society of Khasra No. 159/3 and 159/11-B is lateron revised as per the directions and as per the Letter from Nagpur Improvement Trust, Nagpur bearing No. VAP/1538 Dated 25-11-2011 is sanctioned by the Nagpur Improvement Trust, Nagpur bearing No. ADTP/PL/5677 dated 04-10- 2012, AND

WHEREAS, in pursuance of the said revised Layout, Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur lateron executed a Correction Deed on 27-05-2014 in favour of Mr. Prakash Onkargir Gosawi and the same is duly registered in the Office of the Sub-Registrar Nagpur-2 in Book No. 1 at Registered Serial No. 2606/2014 on 27-05-2014 and further executing a Correction Deed on 21- 07-2014, which is duly registered in the Office of the Sub-Registrar Nagpur -2 in Book No. 1 at Registered Serial No. 3530/2014 on 21-07-2014 and thereafter corrected plot area and boundaries; AND

WHEREAS, the Vendors herein above named later on applied for amalgamation of the said **Plot Nos. 2 and 5 into single unit**. Considering their request, the Assistant Director Town Planning / Additional Director of Town Planning, Nagpur Improvement Trust, vide it's Approval Letter No. NIT/SA/2023/APL/00002 dated 14.08.2023, amalgamated the said Plot Nos. 2 and 5 and area of amalgamated plot declared as 1200.596 Sq. Mtrs.; AND

WHEREAS the Vendors hereinabove named jointly have now decided to develop the Amalgamated **Plot No. 2, 5** into a **RESIDENTIAL cum COMMERCIAL ESTATE** by constructing a Multistoreyed Building thereon consisting of various Shops and self-contained separate Apartments therein therefore Vendors have entered into Agreement of Development in respect of the said property with the Confirming Party named hereinabove upon several terms and conditions contained therein, the said Agreement of Development on Dated 28/03/2024, is duly registered in the office of the Joint Sub-Registrar Nagpur -4 at Sr.No. 3462/2024. AND

WHEREAS, the Vendors of the said property have executed General Power Of Attorney in respect of the said property with the Confirming Party named hereinabove upon several terms and conditions contained therein, the said

General Power Of Attorney on Dated 28/03/2024, is duly registered in the office of the Joint Sub-Registrar Nagpur -4 at Sr.No. 3463/2024; AND

WHEREAS, in pursuance of the said Agreement, the Confirming party has accordingly prepared a plan of a Multistoried building proposed to be constructed on the said plots and to be known and styled “**DEO PRAKASH SUMMIT**” and which is duly sanctioned and approved by Building Engineer (W), Of Nagpur Improvement Trust, Nagpur vide its **Building Permit No. B.E.(WEST)/Case No. A-1550/Tracking No. 2024040326/859, on Dated 23/01/2025. AND**

WHEREAS, the said Real Estate Project consist of **MULTIFAMILY RESIDENTIAL CUM COMMERCIAL SCHEME on** Plot No. 2,5 of **Mouza-SOMALWADA, NAGPUR(M.S.)** is purely a housing Development and shall be known and styled as “**DEO PRAKASH SUMMIT**”.

ADDRESS:

“**DEO PRAKASH SUMMIT**”, **PLOT NOS. 2,5 of** Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur, **Mouza-SOMALWADA, NAGPUR(M.S.); AND**

WHEREAS, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as “**DEOPRAKASH SUMMIT**” it consists of only 12 (**TWELEVE**) **SHOPS, 4 (FOUR) SHOWROOMS and 44 (FOURTY FOUR) APARTMENTS** independent and self-contained separate Apartments in the said Building. Thus, there are **total 60 (SIXTY)** independent and self-contained separate units in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. AND

WHEREAS, The Real Estate (Regulation & Development) Act,2016 has come into force since 01/05/2017. “**DEO PRAKASH SUMMIT**”, Residential cum Commercial project is duly register with the said Authority vide Registration No. **P50500079727 issued on dated 21/03/2025; AND**

WHEREAS, the Confirming Party have submitted the entire property the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 for the purpose of giving clear title over the Apartment chosen by the prospective Purchaser in the said building; accordingly, the Confirming Party have executed Deed Of Declaration on dated 30/01/2025 which is duly registered in the office of joint Sub-Registrar- 4, Nagpur at Sr.No.

1265/2025. The terms, conditions and provision contained in the said Deed of Declaration and the Bye-Laws appended thereto shall always remain binding upon the Purchasers; **AND**

PHASING OF THE PROJECT:

WHEREAS, This Project is to be development in a Singe Phase.

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 civil / criminal case 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**

INTEREST SHOWN BY THE ALLOTTEE/PURCHASER :

Allottee/Purchaser was in search of residential apartment in vicinity of Village – Nagpur and that is when he came to know about the said project of the Vendor. The Vendor has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the **Apartment No. 302** out of the project known as **“DEOPRAKASH SUMMIT”** which is more particularly described in the Schedule B and location of the which is shown on authenticated copy sanctioned Lay-out plan.

1) INSPECTION OF ALL DOCUMENTS BY ALLOTTEE/PURCASER

WHEREAS, on demand from the Purchaser, the Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs, and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (*hereinafter referred to as "the said Act"*) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Confirming Party and satisfied herself/himself/themselves about the title of the Vendor/Promoter & the Confirming Party to the said Property and/or right of the Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Confirming Party has produced for inspection to the Purchaser, all information and documents and has made

full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Confirming Party. AND

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

WHEREAS, the Purchaser has applied to the Confirming Party for purchase of the **Apartment No. 302** on the **THIRD FLOOR** being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

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

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

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

iii) Open Terrace: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.

iv) Common Areas: As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter

hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

OFFER AND ACCEPTANCE:

In accordance with 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/Purchasers hereby agrees to purchase the said Apartment.

WILLINGNESS TO ENTER INTO AGREEMENT AND REGISTRATION OF AGREEMENT:

As per Section 13 of the Real Estate Regulation Act, the Confirming Party is required to execute a written agreement with the Allottee/Purchaser for the sale in respect of the said apartment and therefore, the Confirming Party and the Allottee/Purchaser are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub-Registrar Office, within a time limit prescribed under the Registration Act.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

- 1) THAT the VENDOR will SELL and the PURCHASER Will BUY THE UNDIVIDED _____ % PERCENT share and interest in ALL THOSE Piece and Parcel of land bearing Plot No.2,5 out of the sanctioned layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur, total admeasurement 1200.596 Sq. Mtrs. (i.e. 12923.21 Sq.Fts) being a portion of the entire land bearing Khasra Nos. 159/3 and 159/11-B of Mouza - SOMALWADA, TOGETHERWITH the entire R.C.C Superstructure comprising APARTMENT No. 302, covering a Carpet area admeasuring 88.15 Sq.mtrs, Built-Up Area admeasuring 138.17 Sq.mtrs (i.e. 1,487.261 Sq.ft) on the THIRD FLOOR of a building proposed to be constructed on the said Plot of land and known and styled as "DEOPRAKASH SUMMIT" including all other

easementary rights appurtenant and belonging thereto Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No.s 3546/A/02, 3546/A/05, City Survey No. 594, Sheet No. 730 of Mouza SOMALWADA, situated in the layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR for the total sale consideration of **Rs. 65,00,000/- (Rupees Sixty-five lakh) only** after due discussions, diligence and negotiations between the Vendor/Promoter and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor/Promoter agrees to sell to the Purchaser the Said **Apartment No. 302 on the THIRD FLOOR** for a consideration of **Rs. 65,00,000/- (Rupees Sixty-five lakh) only** to be paid by the Purchaser to the Vendor/Promoter towards the said **Apartment No. 302** hereinafter referred to as the “**Consideration amount.**”

MANNER OF PAYMENT (Schedule – “E”)

Rs. 21,000/-	(Rupees Twenty one thousand Only) paid by the purchaser to the Confirming Party on dated 27/01/2025 through UPI/MOB/765688822653 and the receipt whereof is hereby acknowledged by the Confirming Party.
Rs. 1,99,000/-	(Rupees One lakh Ninety nine thousand Only) paid by the purchaser to the Confirming Party on dated 24/03/2025 through NEFT/MAHBH00407845182 and the receipt whereof is hereby acknowledged by the Confirming Party.
Rs. 10,00,000/-	(Rupees Ten lakh Only) agreed to be pay at the time of Basement Top slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of First Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Second Residential Floor slab by the Purchaser to the Confirming Party.

Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Third Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Fourth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Fifth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Sixth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Seventh Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Eighth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Ninth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Tenth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Eleventh Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Twelfth Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Thirteen Residential Floor slab by the Purchaser to the Confirming Party.
Rs. 3,50,000/-	(Rupees Three lakh Fifty thousand Only) agreed to be pay at the time of Fourteenth Residential Floor slab by the Purchaser to the Confirming Party.

Rs. 1,30,000/-	(Rupees One lakh Thirty thousand Only) agreed to be pay at the time of Brick work and Plaster by the Purchaser to the Confirming Party.
Rs. 1,30,000/-	(Rupees One lakh Thirty thousand Only) agreed to be pay at the time of Finishing and final touch ups by the Purchaser to the Confirming Party.
Rs. 1,20,000/-	(Rupees One lakh Twenty thousand Only) agreed to be pay at the time of Sale deed by the Purchaser to the Confirming Party.

Total Rs. 65,00,000/- (Rupees Sixty-five lakh) only

b) The above-mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Confirming Party by way of GST 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 Confirming Party up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser to pay the amount of GST at the time of Agreement to sell.

c) The Purchaser/s does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser/s 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/s from the Sale Consideration payable to the the Confirming Party and to credit the same in the appropriate account of Income Tax Department.

d) 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 Confirming Party 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 Confirming Party shall enclose the

said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

e) THAT the Confirming Party 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/s shall be void and shall not be binding upon the Confirming Party.

f) THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, building materials if available at site and also the workmanship undertaken on the site.

g) THAT, the Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However, it is understood by the Purchaser/s 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/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s 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 beyond the defined limit, then the Vendor shall refund the excess money paid by the Purchaser/s within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Confirming Party shall demand additional amount from the Purchaser/s 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.

h) The Purchaser/s do hereby authorize the Confirming Party 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 Confirming Party may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Confirming Party to adjust her/his payments in any manner.

i) THAT, it shall be the duty of the Purchaser/s and the Confirming Party 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 Confirming Party or the Purchaser/s, as the case may be.

j) THAT, in case there are Joint Purchaser/s all communications shall be sent by the Confirming Party to the Purchaser/s 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 Purchaser/s.

2 THAT, the Confirming Party 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/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

3 THAT, Time is essence for the Confirming Party as well as the Purchaser/s. The Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser/s 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 Confirming Party as provided in clause 1 (a) herein above. **("Payment Plan")**.

4 If the Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment. to the Purchaser/s, the Confirming Party agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the

Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Confirming Party.

- 5 That, Without prejudice to the right of the Confirming Party to charge interest on delayed payment, if the Purchaser/s commits three defaults on making payment as per the stages mentioned Clause 1a then the Confirming Party shall serve a notice of 15 days in writing to the Purchaser/s informing its intention to terminate this Agreement and if the Purchaser/s fails to rectify the breach as mentioned by the Confirming Party within a period of 15 days, then the Confirming Party shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination the Confirming Party is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser/s shall apply for refund at their own effort and cost.
- 6 That, If the Purchaser/s wishes to cancel the agreement due to reasons not attributable to the default of the Confirming Party, then the Confirming Party shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded. In the event of cancellation by Purchaser/s, the Confirming Party is not responsible to refund any taxes and duties such as GST, Stamp duty and Registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.
- 7 That, the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Confirming Party in the said building and the Apartment as are set out in Schedule “c”
- 8 That, the Confirming Party shall give possession of the Apartment to the Purchaser on or before 01/09/2027 If the Confirming Party fails or neglects to give possession of the Apartment. to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Confirming Party shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the Apartment with interest.

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

- (i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10. That, procedure for taking possession – The Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser/S as per the agreement shall offer in writing the possession of the Apartment to the Purchaser/S in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Confirming Party shall give possession of the said Apartment to the Purchaser. The Confirming Party agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter or Association of Purchasers, as the case may be.

THAT it is understood by the Purchaser/s that by an Agreement of made between the Confirming Party and the aforesaid Vendors, the former is allowed and permitted to develop the said Plots of land and shall remain exclusively in charge of the entire construction of the proposed building in all respects without any let, hindrance or interference by aforesaid Vendor. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

11. THAT the Purchaser/s hereby agrees not to occupy the said Apartment. without prior written permission of the Confirming Party else Purchaser shall be treated as a trespasser

12. THAT the Confirming Party 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 GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser/s, the Confirming Party 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/s or the nominee(s) appointed by the Purchaser/s 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 Confirming Party.

13. THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However, the Apartment. chosen by Purchaser/s 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.

14. **Failure of Purchaser to take Possession of Apartment.:** Upon receiving a written intimation from the Confirming Party the Purchaser/s shall take possession of the Apartment. from the Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Confirming Party shall give possession of the Apartment. to the Purchaser/s. If the Purchaser/s fails to take the possession of the apartment within such period, then the Purchaser/s shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Confirming Party Further Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

15. All the Purchaser/s shall protect the important part of the building such as columns, beams, wall, slabs of RCC Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structural. For such unauthorized acts, if done by the Purchaser, then in such event, purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots / plants etc. in the open passage/ lobby.

The maintenance of the Apartment. is the primary responsibility of the Purchaser/s and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.

The Purchaser/s shall carry out at their own cost all internal repairs to the said Apartment. and maintain the Apartment. in the same condition, state and order in

which it was delivered by the Confirming Party to the Purchaser/s 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/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser/s shall not demolish or cause to be demolished the Apartment. or any part thereof, not 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 Confirming Party and/or the Society or the Limitation company.

The Purchaser/s shall 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 said land and the building in which the Apartment. is situated.

16. If within a period of five years from the date of handing over the Apartment. to the Purchaser/s, the Purchaser/s brings to the notice of the Confirming Party 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 Confirming Party at its 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 found in the proprietary items used in constructions of said Apartment., the Purchaser shall lodge claim of defects, shorts comings directly with the manufacture of such item and the Confirming Party shall always cooperate and assist the Purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s 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.

In case of any change or modification to the Specification are affected at the request of the Purchaser/s, then the defect liability will not be applicable to such modification Specification items. Similarly, if the Purchaser has made modification, changes or repairs and alteration to the Apartment. resulting in damages of any nature, then under such circumstances the Confirming Party shall not be liable for make good of the defect.

17. THAT it is understood by the Purchaser/s that the Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/Developer/Promoter shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor/Developer/Promoter.

18. That the Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur 4 in at Sr. No.1265/2025 on dated 30/01/2025. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

19. THAT the Purchaser/s 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 interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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

21 The Purchaser along with other Purchaser(s)s Apartment/ Shop in the building shall 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 to sign and execute the application for registration and /or membership and the other documents necessary for the formation and registration of the society or Association all limited company and for becoming a member including the by-laws of the proportions society and duly filled in sign and returns to the promoter within 7 days of the being forwarded by the promoter to the allottee so as to enable the promoter to register organization of allottee ,So as to enable the promoter to register common organization of allottee no objection shall be taken by allottee is any character or modifications are made in the draught bye laws or the memorandum and or article Association as may be required by the register of cooperative societies are the registrations of companies as the case may be or any other complete authority.

a) The Confirming Party shall within three months of registration of the society Association of limited company as aforesaid cost to be transferred to the society. Or Limited company all the right, title and interest of the Vendor/Lessor/original/owner/ promoter/ the Confirming Party and /or the owners in the cell structure of the building or wing in which state department is situated.

b) The Confirming Party shall within three months of registrations 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 / the Confirming Party Vendor/Original/owner promoter and/or the owners in the project land on which the building with multiple Wings or buildings are constructed.

c) That Within 15 days after notice in writing is given by the Confirming Party to the Purchaser/s that the Apartment. is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

The Vendor and Confirming Party both hereby agree that the relevant Act under which the Apartment. Scheme is constructed, accordingly, the points as specified in 21 a,b,c will be made applicable to both the parties.

22. The Purchaser further agrees to Pay One-time building Maintenance Of Rs. 2,00,000/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project. Which shall be handover to the association/society's account after completion of said project.

23. That, the Purchaser/s has/have to pay Extra Rupees for electricity meter charges and electricity network to the Vendor before registration of Sale Deed. This rate is based on existing rates of MSEDCL in case the rates tariff is revised this amount will be revised accordingly

24. That, this maintenance amount shall be deposited before handing over of possession of the said Apartment.. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Confirming Party shall not carry any interest and remain with the Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

25. The Confirming Party shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Purchasers, until the Confirming Party hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the Purchaser that the Provisional Maintenance Amount payable by the Purchaser to the Confirming Party is not for maintaining the project for any particular years. The Confirming Party hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and the Confirming Party shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment. Purchaser and this maintenance fund will not be misused by the Confirming Party for any other purpose. Upon formation of Society as mentioned above, the Confirming Party shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Purchaser on the Confirming Party on the maintenance amount. The Confirming Party shall have sole discretion to decide actual utilization of the maintenance charges collected from the Purchasers and no Purchaser shall be entitle to challenge the same on the ground of reasonability and/or preference.

**26) REPRESENTATIONS AND WARRANTIES OF THE VENDOR/
DEVELOPER/ PROMOTER:**

The Confirming Party hereby represents and warrants to the Purchaser as follows :

- a) The Confirming Party 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;
- b) The Confirming Party 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;
- c) The Confirming Party shall have every right to change and appoint any new consultant as per their discretion & choice.
- d) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- e) 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;
- f) It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Confirming Party from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between the Confirming Party and Purchaser. The details mentioned in **Schedule – "C"** and hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;
- g) The Confirming Party 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.
- h) 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 Confirming Party and/or the Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

- i) The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Confirming Party or the Association/ Condominium/ Society shall be kept indemnified from any penal action at all times.

27) The Purchaser himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows

:-

- a) 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.
- b) THAT, the Purchaser/s further covenants that after the sale deed is executed, he shall be solely responsible and liable for payment of separate Municipal Taxes, proportionate N.I.T. Ground Rent, Cesses and other taxes that may be assessed on his share in the property. If the Purchaser/s fail to execute the sale deed within the stipulated period or within the time notified by the Confirming Party for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession and/or execution of the Sale Deed whichever is earlier.
- c) The Purchaser hereby specifically agrees with the Confirming Party that even after taking over the actual possession of the Apartment. chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Confirming Party in any way in carrying on and completing the work of other Apartments. in the said building and keeping building materials on the available open land.
- d) 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.

- e) To carry out at her/his own cost all internal repairs to the said Apartment. and maintain the Apartment. in the same condition, state and order in which it was delivered by the Confirming Party to the Purchaser/s 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/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- f) 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 color 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, Paris or other structural members in the Apartment. without the prior written permission of the Confirming Party and/or the Association of the Apartment. Owners.
- g) Not to do or perform any activity, which will result in damages to the said Apartment. and Common area of the Project. The Purchaser/s shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- h) 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.
- i) 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. Pay to the Confirming Party within fifteen days of demand by the Confirming Party, their 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.

- j) 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/s for any purposes other than for purpose for which it is sold.
- k) The Purchaser/s 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 Confirming Party under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Confirming Party.
- l) The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments. therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment. Owners regarding the occupancy and use of the Apartment. in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- m) Till completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said building or any part thereof to view and examine the state and condition thereof.

28) That, The Confirming Party shall maintain a separate account in respect of sums received by the Confirming Party from the Purchaser/s as advance or deposit, sums received on account of the maintenance fund, expenses and towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

a) In case the transaction is being executed by this agreement between the Confirming Party and the Purchaser is facilitated by the Registered Real Estate Agent, all amount (Including tax) agreed as payable remuneration / Fees/ charges for services/ commission / brokerage to the said Registered Real estate shall be paid by the Confirming Party & Purchaser both, as the case may be, in accordance with the agreed terms of payment.

29) That, Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments. or of the said Plot and Building or any part thereof. The Purchaser/s 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 Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

31) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Confirming Party 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/s who has taken or agreed to take such Apartment..

32) **BINDING EFFECT :** Forwarding this Agreement to the Purchaser/s by the Confirming Party does not create a binding obligation on the part of the

Confirming Party or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Confirming Party. If the Purchaser/s(s) fails to execute and deliver to the Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub- Registrar for its registration as and when intimated by the Vendor, then the Confirming Party shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

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

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

35) 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.

36) 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.

37) Confirming Party specifically communicates to the Purchaser/s that the Purchaser/s shall make the payments for Consideration Amount to the Confirming Party by Demand Draft or by local cheques or by electronic mode of transfer in appropriate account as per the Confirming party's direction.

38) That all notices to be served on the Purchaser/s and the Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Confirming Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified in the Purchasers & confirming Parties details which are mentioned hereinabove.

It shall be the duty of the Purchaser/s and the Confirming Party 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 Confirming Party or the Purchaser, as the case may be

39) **JOINT PURCHASER:** In case there are Joint Purchasers all communications shall be sent by the Confirming Party to the Purchaser/s 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.

40. 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.

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

41. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

42. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses

including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

SCHEDULE – “A” ABOVE REFERRED TO

Description of the Project land

THE **UNDIVIDED 2.045 % PERCENT** share and interest in ALL THOSE Piece and Parcel of land bearing **Plot No.2,5** out of the sanctioned layout of **Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Nagpur**, total admeasurement **1200.596 Sq. Mtrs. (i.re. 12923.21 Sq.Fts)** being a portion of the entire land bearing Khasra Nos. 159/3 and 159/11-B of **Mouza – SOMALWADA**, Patwari Halka No. 44, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No.s 3546/A/02, 3546/A/05, City Survey No. 594, Sheet No. 730 of Mouza SOMALWADA, situated in the layout of Abhinav Sahakari Gruha Nirman Sanstha Maryadit, Padmawati Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR within the limits of Nagpur Municipal Corporation, Nagpur, Th. and Dist. Nagpur.

BOUNDED AS UNDER

ON THE EAST	:	24 MTRS WIDE ROAD
ON THE WEST	:	OPEN SPACE
ON THE NORTH	:	PLOT NO. 39
ON THE SOUTH	:	PLOT NO. 1

SCHEDULE – “B” ABOVE REFERRED TO

SECOND SCHEDULE REFERRED TO ABOVE

{RESIDENTIAL}

ALL THAT R.C.C. Superstructure comprising **APARTMENT No. 302** on the **THIRD FLOOR** of the building to be known and styled as **“DEOPRAKASH SUMMIT”** proposed to be constructed on the aforesaid plot of land covering **Carpet area admeasuring 88.15 Sq.mtrs, Built-Up Area admeasuring 138.17 Sq.mtrs (i.e. 1,487.261 Sq.ft)** constructed on Land described in First Schedule.

IN WITNESS WHEREOF the VENDOR, PURCHASER AND CONFIRMING PARTY hereinabove named have fully examined and read over this **AGREEMENT TO SALE** before execution and the same is drafted as per their own say & instruction and the coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

<u>SR. NO</u>	<u>PHOTOS</u>	<u>FINGERPRINTS</u>	<u>SIGNATURE</u>
1.			FOR 1) Mr. Suresh Umakant Deo 2) Mr. Prakash Onkargir Gosawi MR. MANGESH M. CHANDELE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>(As duly Constituted Attorney for Vendor)</u> VENDOR No. 1 &2
2.			FOR 1) Mr. Suresh Umakant Deo 2) Mr. Prakash Onkargir Gosawi MR. SAMEER R. KACHORE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>(As duly Constituted Attorney for Vendor)</u> VENDOR No.1 &2
3.			FOR 1) Mr. Suresh Umakant Deo 2) Mr. Prakash Onkargir Gosawi MR. AMITKUMAR K. DHAGE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>(As duly Constituted Attorney for Vendor)</u> VENDOR No. 1 &2
4.			MR. MANGESH M. CHANDELE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>Confirming Party</u>

5			MR. SAMEER R. KACHORE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>Confirming Party</u>
6			MR. AMITKUMAR K. DHAGE (Partner of M/s AAROHAN BUILDERS AND DEVELOPERS) <u>Confirming Party</u>
7			MR. ADITYA ANIL BHAT PURCHASER
<u>WITNESSES:</u>			
1.			
2.			

