

AGREEMENT TO SELL FOR ` . /- ONLY

(RUPEES ONLY)

MARKET VALUE ` . /- ONLY

Item No. _____ Page No. _____ @ ` . _____/- per Sq. Mtrs.

THIS AGREEMENT TO SELL is made and executed at HINGNA on this ____ Day of MARCH, 2022, BETWEEN : **MILLENIUM DEVELOPERS & PROMOTORS PRIVATE LIMITED**, A Company Registered Under the Indian Companies Act, 1956 (Income Tax PAN - AADCM2184M), having its Registered Office at 'Mytri Willows" Opposite Gandhi Sagar Lake, Nagpur, Pin Code No. 440018 and acting through its Authorized Directors **(1) MRS. RABAB KHUZAIMA MAIMOON**, Aged about 48 Years, Occupation – Business, (Aadhar No. 5495 3844 1518) and **(2) MISS. RUKAIYA KHUZAIMA MAIMOON**, Aged about 22 Years, Occupation - Student, (Aadhar No. 7081 3842 3100) Both Residents of House No. 718, Qutbi Manzil, Bohra Masjid Road, Resham Oli, Nagpur, Pin Code No. 440002, Tahsil and District – NAGPUR, hereinafter called the "**the VENDOR / PROMOTER / DEVELOPER**", which expression shall, unless repugnant to the context and / or meaning thereof always mean and include the said COMPANY and its DIRECTORS, its legal representatives, liquidators, executors, administrators and assigns of the ONE PART.

AND

MRS./MR. _____, Aged _____ years, Occupation – _____ (Income Tax PAN – _____), (Adhar No. _____), (Mobile No. _____) Resident _____, Pin Code No. _____, Tahsil - _____ and District - _____, hereinafter called the "**the PURCHASER(S)**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**the PURCHASER(S)**", as well as his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, ALL THAT Piece and Parcel bearing Khasra No. 380, having an area of 0.79 Hectare R., Rental Rs. 2.50/-, held in Bhogwatdar Class-1 Rights of Mouza - WANADONGARI, Patwari Halka No. 46 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, within the limits of the Grampanchayat Wanadongari in Tahsil - Hingna and District - NAGPUR, Originally belonged to (1) Mr. Manoj Natthuji Khadse, (2) Miss. Manjusha Natthuji Khadse, (3) Miss. Kanchan Natthuji Khadse and (4) Smt. Malti Natthuji Khadse, as recorded joint Owners thereof being their separate ancestral property; AND

WHEREAS the aforesaid (1) Mr. Manoj Natthuji Khadse, (2) Miss. Manjusha Natthuji Khadse, (3) Miss. Kanchan Natthuji Khadse and (4) Smt. Malti Natthuji Khadse lateron transferred/sold their aforesaid property comprising Khasra No. 380, having an

area of 0.79 Hectare R., Rental Rs. 2.50/-, held in Bhogwatdar Class-1 Rights of Mouza - WANADONGARI, Patwari Halka No. 46, situated at Village – Wanadongari, within the limits of the Grampanchayat Wanadongari in Tahsil - Hingna and District – NAGPUR, by way of Sale to Mr. Krushna Rambhauji Shahakar, by a Sale Deed Dated 02.01.2001, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Addl. Book No. 1 Volume No. 190 on Pages 160 to 161 at Sr. No. 17(P) on 02.01.2001; AND

WHEREAS, in the like manner ALL THAT Piece and Parcel bearing Khasra No. 380, having an area of 0.79 Hectare R., Rental Rs. 2.50/-, held in Bhogwatdar Class-1 Rights of Mouza - WANADONGARI, Patwari Halka No. 46 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, within the limits of the Grampanchayat Wanadongari in Tahsil - Hingna and District - NAGPUR, Originally belonged to Mr. Nilkanth Bhiwa Khadse, as recorded Owner thereof; AND

WHEREAS the aforesaid Mr. Nilkanth Bhiwa Khadse lateron transferred/sold his aforesaid property comprising Khasra No. 381, having an area of 0.80 Hectare R., Rental Rs. 2.50/-, held in Bhogwatdar Class-1 Rights of Mouza - WANADONGARI, Patwari Halka No. 46, situated at Village – Wanadongari, within the limits of the Grampanchayat Wanadongari in Tahsil - Hingna and District – NAGPUR, by way of Sale to Mr. Krushna Rambhauji Shahakar, by a Sale Deed Dated 02.01.2001, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. Addl. 1 Volume No. 190 on Pages 155 to 160 at Sr. No. 16(P) on 02.01.2001; AND

WHEREAS the aforesaid the then Owner Mr. Krushna Rambhauji Shahakar lateron transferred/sold his aforesaid properties comprising Khasra Nos. 380 and 381, having an area of 0.79 Hectare R. and 0.80 Hectare R. respectively, each Rental Rs. 2.50/-, both held in Bhogwatdar Class-1 Rights of Mouza - WANADONGARI, Patwari Halka No. 46 and including all other easementary rights appurtenant and belonging thereto, situated at Village – Wanadongari, within the limits of the Grampanchayat Wanadongari in Tahsil - Hingna and District - NAGPUR, by way of Sale to Millenium Developers and Promoters Private Limited, the Vendor named hereinabove, by a Sale Deed Dated 02.05.2015, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 2177/2015 on 05.05.2015. As a result therefore the aforesaid Millenium Developers and Promoters Private Limited, the Vendor named hereinabove has now becomes an exclusive, absolute and full Owner of the aforesaid properties bearing Khasra No. 380 and 381 with heritable and transferable rights therein and the same is also mutated in its name in all relevant records; AND

WHEREAS, the Vendor/Promoter/Developer named hereinabove lateron decided to develop the said Piece of land bearing Khasra No. 380 into a Residential/Commercial Estate to be known and styled as “**ORANGE CITY PARK**” by constructing various building consisting of various Apartments of different sizes therein. And accordingly it has submitted proposal to the Regional Board of Maharashtra Housing Development Authority (MHADA) for construction of Apartments/Tenements for Economical Weaker

Section as per the Government of Maharashtra Notification No. TPB-4317/629/CR-51/2015/UD-11 Dated 23.05.2018 under the vertical AHP – PPP Model under PMAY Scheme on the said land bearing Khasra No. 380 and the said Buildings Map is sanctioned and Finally approved by Executive Engineer/B.P. Cell PMAY/Maharashtra Housing and Development Authority (MHADA) vide its Permit No. EE/BP/PMAY/A/MHADA/247/2021 Dated 11.08.2021; AND

WHEREAS, the aforesaid entire land bearing Khasra No. 380 of Mouza – WANADONGARI, P.S.K. 46, having total area of 0.79 Hectare R. (i.e. 7900 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order No. Prastu/Collector/Kavi-338/2022 Dated 25.02.2022 passed in Revenue Case No. 148/NAP-34/Mouza-Wanadongari/Hingna/2021-22; AND

WHEREAS, in pursuance of the aforesaid Non Agricultural Order and finally sanctioned and approved layout and also provision under Section 42A of the Maharashtra Land Revenue Code, 1966, the Hon'ble Collector, Nagpur has granted Sanad/Annexure B to the aforesaid property bearing Khasra No. 380 on 25.02.2022 under the Revenue Case No. 148/NAP-34/Mouza-Wanadongari/Hingna/2021-22; AND

WHEREAS the Vendor/Promoter/Developer is entitled and enjoined upon to construct buildings on the project land; AND

WHEREAS the Vendor/Promoter/Developer is in possession of the project land; AND

WHEREAS the Vendor/Promoter/Developer has proposed to construct on the project land (here specify number of buildings and wings thereof) 3 Buildings bearing Nos. Building No. 1; Building No. 2 and Building No. 3. The Building No. 1 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments each Floor thus total ____ Apartments in Building No. 1. The Building No. 2 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments each Floor thus total ____ Apartments in Building No. 2 and the Building No. 3 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments on each Floor thus total ____ Apartments in Building No. 3 (here specify number of Basements,/podiums/stilt and upper floors); AND

WHEREAS the Purchaser(s) is offered an Apartment bearing No. ____ on the ____ Floor, (herein after referred to as the said Apartment”) in the “**ORANGE CITY PARK**” Wing of the Building No. ____ called ____ (herein after referred to as the said “Building”) being constructed in the ____ phase of the said project, by the Promoter; AND

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

WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Registered Serial **No.** on _____; authenticated copy is *annexed hereto*; AND

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

WHEREAS on demand from the Purchaser(s), the Vendor/Promoter/Developer has given inspection to the Purchaser(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; AND

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Vendor/Promoter/Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor/Promoter/Developer to the project land on which the Apartments are constructed or are to be constructed have been *annexed hereto*. AND

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been *annexed hereto*; AND

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser(s), as sanctioned and approved by the local authority have been annexed and marked as Annexure D

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

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/Promoter/Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall

be granted by the concerned local authority; AND

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

WHEREAS, the Vendor/Promoter/Developer has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser(s). 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 which is duly registered in the office of the Sub Registrar, Hingna in book No.1 at Sr. No. ____/____ on _____._____ and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title; AND

WHEREAS the Purchaser(s) has applied to the Vendor/Promoter/Developer for allotment of an **Apartment No. ____** on ____ **Floor** in **Wing "ORANGE CITY PARK"** situated in the Building **No. ____** being constructed in the single phase of the said Project; AND

WHEREAS the carpet area of the said Apartment is ____ **square meters** and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser(s), but includes the area covered by the internal partition walls of the apartment; AND

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

WHEREAS, prior to the execution of these presents the Purchaser(s) has paid to the Promoter a sum of **Rs. _____ (Rupees _____)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter/Developer to the Purchaser(s) as advance payment or Application Fee in the following manner –

Rs. /- (Rupees _____Only) paid by the Purchaser(s) to the Vendor/Promoter/Developer by Cheque No. _____, Dated _____, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Promoter/Developer.

(the payment and receipt whereof the Vendor/Promoter/Developer both hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the

Vendor/Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing.

WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Registered Serial No. _____ on _____;

WHEREAS, under section 13 of the said Act the Vendor/Promoter/Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter/Developer hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED

BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Vendor/Promoter/Developer shall construct the said building/s consisting of 3 Buildings bearing Nos. Building No. 1; Building No. 2 and Building No. 3. The Building No. 1 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments each Floor thus total _____ Apartments in Building No. 1. The Building No. 2 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments each Floor thus total _____ Apartments in Building No. 2 and the Building No. 3 consisting Ground Floor and Seven Upper Floors. There are ____ (____) Apartments on each Floor thus total _____ Apartments in Building No. 3 to be constructed by the Vendor/Promoter/Developer on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a (i) The Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) Apartment No. _____ of the Type ____ of **carpet area admeasuring** _____ **sq. meters** on _____ **floor** in Wing “_____” in the Building No. _____ and to be known and styled as **“ORANGE CITY PARK”** (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. _____ (Rupees _____)** which including **Rs. _____** being the proportionate price of the

common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Purchaser(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) covered parking spaces in Wing “_____” situated at Ground Floor in the Building No. _____ being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs.** _____/-

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

- | | | |
|------------|----|--|
| (i) Rs. | /- | (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement |
| (ii) Rs. | /- | (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. |
| (iii) Rs. | /- | (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. |
| (iv) Rs. | /- | (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. |
| (v) Rs. | /- | (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. |
| (vi) Rs. | /- | (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. |
| (vii) Rs. | /- | (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. |
| (viii) Rs. | /- | (Rupees _____) against and at the time of handing |

over of the possession of the Apartment to the Purchaser(s) on or after receipt of occupancy certificate or completion certificate.

1.e The Purchaser(s) does/do 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 Vendor/Promoter/Developer and to credit the same in the appropriate account of Income Tax Department.

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor/Promoter/Developer undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/Promoter/Developer shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

1.g THAT the Vendor/Promoter/Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser(s) or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser(s) 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 Vendor/Promoter/Developer.

1.h THAT during the period of building construction the Purchaser(s) with Two days advance intimation to the Vendor/Promoter/Developer, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i THAT, the Vendor/Promoter/Developer 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(s) 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/Promoter/Developer. If there is any reduction in the carpet area beyond the defined limit, then the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer 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.

1.j The Purchaser(s) does/do hereby authorizes the Vendor/Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Vendor/Developer may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Vendor/Promoter/Developer to adjust her/his/their payments in any manner.

2.1 The Vendor/Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Vendor/Promoter/Developer as well as the Purchaser(s). The Vendor/Promoter/Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser(s) and the common areas to the association of the Purchaser(s)s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Promoter/Developer as provided in clause 1 (c) herein above. ("Payment Plan").

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

sanctioned map as proposed to be utilized by it on the project land in the said Project and Purchasers has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor/Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter/Developer only.

4.1 If the Vendor/Promoter/Developer fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser(s), the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser(s) to the Vendor/Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Promoter/Developer.

4.2 Without prejudice to the right of Vendor/Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Vendor/Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser(s) committing three defaults of payment of installments, the Vendor/Promoter/Developer shall at his own option, may terminate this Agreement:

Provided that, Vendor/Promoter/Developer shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and mail at the e-mail address provided by the Purchaser(s), of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fails to rectify the breach or breaches mentioned by the Vendor/Promoter/Developer within the period of notice then at the end of such notice period, Vendor/Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Promoter/Developer shall refund to the Purchaser(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Promoter/Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser(s) to the Vendor/Promoter/Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor/Promoter/Developer in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Vendor/Promoter/Developer shall give possession of the Apartment to the

Purchaser(s) on or before _____ day of _____. If the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer shall be liable on demand to refund to the Purchaser(s) the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Promoter/Developer shall not deliver the actual physical possession of the said Apartment to the Purchaser(s) until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser(s) in full to the Vendor/Developer hereto.

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

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

7.1 Procedure for taking possession - The Vendor/Promoter/Developer, upon obtaining the 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/Plot], to the Purchaser(s) in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor/Promoter/Developer shall give possession of the [Apartment/Plot] to the Purchaser(s). The Vendor/Promoter/Developer 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 Vendor/Promoter/Developer. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Vendor/Promoter/Developer or association of Purchaser(s)s, as the case may be. The Vendor/Promoter/Developer on its behalf shall offer the possession to the Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser(s) shall take possession of the Apartment within 15 days of the written notice from the Vendor/Promoter/Developer to the Purchaser(s) intimating that the said Apartments are ready for use and occupancy:

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

7.4 THAT the Vendor/Developer does hereby agree with the Purchaser(s) that on

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

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser(s) 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(s) exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 Failure of Purchaser(s) to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Vendor/Promoter/Developer as per clause 8.1, the Purchaser(s) shall take possession of the [Apartment/Plot] from the Vendor/Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter/Developer shall give possession of the [Apartment/Plot] to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided in clause 8.1 such Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

7.7 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 Vendor/Promoter/Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Vendor/Promoter/Developer, compensation for such defect in the manner as provided under the Act.

8.1 The Purchaser(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use. She/He/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser(s) that the Vendor/Developer shall

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

9.1 That the Vendor/Developer has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser(s). 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(s) and her/his/their successors in title.

9.2 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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

9.4 Within 15 days after notice in writing is given by the Vendor/Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser(s) 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. Grampanchayat 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(s) shall pay to the Vendor/Developer such proportionate share of outgoings as may be determined. The Purchaser(s) further agrees that till the Purchaser's share is so determined the Purchaser(s) shall pay to the Vendor/Developer provisional monthly contribution of Rs. 5,000/- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor/Developer shall not carry any interest and remain with the

Vendor/Developer until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER :

The Vendor/Developer hereby represents and warrants to the Purchaser(s) as follows:

- i. The Vendor/Developer has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- vii. The Vendor and/or Vendor/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- viii. The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser(s), the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment

Owners;

- xi. The Vendor/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor and/or the Vendor/Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser(s) hereby specifically agrees with the Vendor/Developer that even after taking over the actual possession of the Apartment chosen by Purchaser(s), the Purchaser(s) will not object or prevent or obstruct the Vendor/Developer in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- iv. To carry out at her/his/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 Vendor/Developer 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 shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Vendor/Developer and/or the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser(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.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor/Developer within fifteen days of demand by the Vendor/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- x. 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(s) to the Vendor/Developer under this Agreement are fully paid up.
- xi. The Purchaser(s) 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(s) 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.

- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser(s) shall permit the Vendor/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/Developer shall bear and pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

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

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

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

15. After the Vendor/Developer executes this Agreement 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.

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser(s) by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Purchaser(s) until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Developer. If the Purchaser(s) fails to execute and deliver to the Vendor/Developer 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/Developer, then the Vendor/Developer 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.

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

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS / 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 and Purchasers hereby specifically agreed to comply following conditions-

1. Maintenance will be done by society immediately after formation.
2. Maintenance of the common services will be done by the NMRDA as per building permit but if it is not done by NMRDA purchaser agree to maintain all common services as per prevailing norms through the common society or individually.
3. Purchasers have to go with the Annual Maintenance Contract of common services such as STP, sewer line, Water Line, water pump, rainwater harvesting, solar water heater system and related equipment on the regular basis.
4. Purchasers understand the building also requires annual maintenance in terms of waterproofing of toilets, tile joints, external wall cracks, lift, water tank, vertical as well as horizontal plumbing and water lines, rainwater lines, soak pits,

Chambers etc. will do the Annual Maintenance Contract on the regular basis and will take responsibility to maintain the building in all respect and maintenance will be done by society or individually.

5. Purchasers also understand the construction is heterogeneous type and possibility of formation of external or internal cracks is possible because of soil settlement and weather conditions of the city.
6. Purchaser also understands puncturing hole in the exterior wall as well interior surface may cause damages to the structure and may cause seepage/ leakages/ dampness etc. in any part of the building and hence ready for not puncturing the walls from the inside or outside part of the building.
7. Regular Annual Maintenance Contract of waterproofing consultant has to be done by society or individual for checking water seepage/ leakage/ dampness etc. because of the wear and Tear of the sewerage pipeline, water pipeline, cracks in the wall, tile joint removal, collection of water in one place in the building has to be taken scared regularly and reports have to be generated.
8. Building needs to be painted with waterproof paint every 2 years or as prescribed by the paint supplier company. Purchaser understand the above consult of the building and will paint the building through society or individually.
9. All the pre manufactured product such as switches, lift, taps, locks, doors etc will be provided by the warranty a guarantee as provided by the supplier company and the developers should not be held responsible for the defect arises in the pre manufactured products.
10. As per NPCB norms the waste coming out of the society has to be segregated and disposed in a prescribed manner hence the purchaser take the responsibility to segregate his waste as per prescribed norm through society or individually.
11. the waste water coming out of sewage treatment plant has to be disposed in a prescribed manner of NPCB norms and the purchaser understand these norms and assure the developer to dispose it in prescribed manner through society or individually.
12. The Purchaser has to pay all monthly maintenance of flat or unit as per the society bye laws. Irrespective of living in unit or not living in unit or given on rent basis whatever the using condition of unit may be it is 100% compulsory to pay society maintenance amount as per society whatever is decided.

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

execution of this Agreement.

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

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

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer through its authorized signatory at the Vendor/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Purchaser(s), in Nagpur after the Agreement is duly executed by the Purchaser(s) and the Vendor/Developer 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.

24. The Purchaser(s) and/or Vendor/Developer shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendor/Developer will attend such Office and admit execution thereof.

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

Name of Purchaser(s)

(Purchaser's Address)

MILLENIUM DEVELOPERS & PROMOTORS PRIVATE LIMITED

Vendor/Promoter/Developer name
Registered Office at 'Mytri Willows" Opposite Gandhi Sagar Lake, Nagpur, Pin Code No. 440018
(Vendor/Promoter/Developer Address)

It shall be the duty of the Purchaser(s) and the promoter 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 promoter or the Purchaser(s), as the case may be.

- 26. JOINT PURCHASERS :** In case there are Joint Purchasers all communications shall be sent by the Vendor/Developer to the Purchaser(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).
- 27. STAMP DUTY AND REGISTRATION :** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser(s).
- 28. DISPUTE RESOLUTION :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 29. GOVERNING LAW :** The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.
- 30.** THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

FIRST SCHEDULE REFERRED TO ABOVE
Description of the freehold land and all other details

THE **UNDIVIDED** _____ **PERCENT** share and interest in ALL THAT Piece and Parcel of land bearing **Khasra No. 380 of Mouza - WANADONGARI**, Patwari Halka No. 46 and including all other easementary rights appurtenant and belonging thereto, situated at Wanadongari, within the limits of the Nagar Parishad Wanadongari in Tahsil - Hingna and District – NAGPUR and the said entire land is bounded as under :-

ON THE EAST	-	KHASRA NO. 381.
ON THE WEST	-	KHASRA NO. 379.
ON THE NORTH	-	KHASRA NO. 378.
ON THE SOUTH	-	KHASRA NO. 366.

SECOND SCHEDULE REFERRED TO ABOVE
Description of Apartment / Tenements.

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ on the _____ **FLOOR** in **Wing “_____”** in the **Building No.** _____ proposed to be constructed on the aforesaid Plot of land and to be known and styled as **“ORANGE CITY PARK”**

covering a **Carpet area of** _____ **square meters** and **Built-up area of** _____ **square meters**.

IN WITNESS WHEREOF the VENDOR and the PURCHASER(S) hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at HINGNA in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :-

**FOR MILLENIUM DEVELOPERS & PROMOTORS
PRIVATE LIMITED**

(1) _____

1)
(MRS. RABAB KHUZAIMA MAIMOON)

2)
(MISS. RUKAIYA KHUZAIMA MAIMOON)
Directors
VENDOR/PROMOTER/DEVELOPER

(2) _____

(_____)
PURCHASER(s)