

SUPREME BLOSSOMS
AGREEMENT TO SALE OF APARTMENT

Valued at RS. 00,00,000/-

(RUPEES ONLY)

For the purpose of valuation and stamp duty valued at Rs. _____/-
and the fixed stamp duty of Rs. _____/- affixed along with and
registration charges of Rs. 30,000/- affixed alongwith.

MARKECT VALUE Rs. _____/-

This “**AGREEMENT TO SALE**” made & executed at **NAGPUR** on this ____ **DAY**
of ____ **A, 2019**

BETWEEN

“**SUPREME URBAN REALITIES PRIVATE LIMITED**”, (P.A.N NO. AAMCS9639L), a Private Limited Company, duly incorporated and registered under the provisions of “Indian Companies Act, 1956”, bearing Registration No. U70102MH2008PTC187974, having its Registered / Administrative Office at Block Nos. 123 & 125, “Shridevi Ratan Complex” Agyaram Devi Square, Subhash Road, Ganeshpeth, Nagpur – 440019, represented through its authorized signatory and MANAGING DIRECTOR, **MR. MURTAZA S/O HAMZA KOTHAWALA**, Aged about 45 years, Occupation - Business (P.A.N. NO. ADYPK3707D), (Aadhar Card No. 206709936735) Resident of 7-A, Sai Sewa Ashram Society, Gandhi Layout, Jafar Nagar, Nagpur – 440013.

(Hereinafter called as the “**VENDOR**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR**” as well as its directors, legal representatives, executors, administrators, successors, liquidators, their respective heirs and assigns etc. of the FIRST PART.

AND

MR/MRS/SMT. _____, aged about __ years, Occupation _____, R/o _____ Tq & Dist. – NAGPUR, _____(P.A.N. NO. _____), (Aadhar no. _____).

(Hereinafter called the PURCHASER, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said **“PURCHASER”**, as well as her heirs, legal representatives, executors, administrators and assigns of the SECOND PART.

WHEREAS the Vendor is the legal and absolute owner of all piece and parcel of land bearing kh. No. 174/2 (New) corresponding to Kh. No. 207/3 (Old), P.H. no. 12-A, Class-I, Jama Rs. 6.23 Khate no. _____ of Mouza-Bokhara, admeasuring 2.25 HR (or 5.38 acres), situated at Mouza – Bokhara, Tahsil and Dist. Nagpur and more particularly described in the schedule written hereunder and Vendor has absolute legal right to deal with the said agriculture land and transfer the same by way of sale to any prospective buyer AND

WHEREAS originally the land bearing Kh. No. 174 (new) (Old kh. No. 207/1, 2-7/2, 207/3 and 205/3) total admeasuring 6.60 HR was belonging to Shri. Tilakchand S/o Hemraj Baniya being his self acquired property. Shri. Tilakchand S/o Hemraj Baniya purchased the said property from Sk. Mehtab S/o Sk. Amir Moosa vide registered sale deed dat. 12.10.1950. Later on Shri. Tilakchand S/o Hemraj baniya gifted the survey nos. 174/1 New (207/1, 207/2 & 205/3) total admeasuring 4.35 HR (10.749 Acres) of agriculture land to his son Shri. Nandkishor Tilakchand baniya vide regi. Gift deed, which is duly registered in the office of Sub-Registrar Nagpur at Sr. no. 3542 on dt. 16.07.1975. Shri. Tilakchand S/o hemraj Baniya retained land bearing kh. No. 174/2 (207/3), admeasuring 2.25 HR for himself. In due course of time the old survey 207/1, 207/2 & 205/3 changed to survey no. 174/1 and survey no. 207/3 changed to survey no. 174/2 AND

WHEREAS, Shri Tilakchand S/o Hemraj Baniya expired intestate on 29/07/1981, leaving behind his wife namely Smt. Dhannabai Wd/o Tilakchand Baniya, along with three sons namely Shri Nandkishore S/o Tilakchand Baniya, Shri Babulal S/o Tilakchand Baniya, Shri Raghunath S/o Tilakchand Baniya, and two daughters namely Smt. Anandibai Fulsunge & Smt. Kaushalyabai Fulsunge. The wife of Shri Tilakchand i.e. Smt. Dhannabai is also expired intestate. Thus, all three sons and two daughters namely Shri Nandkishore S/o Tilakchand Baniya, Shri Babulal S/o Tilakchand Baniya, Shri Raghunath S/o Tilakchand Baniya, Smt. Anandibai Fulsunge & Smt. Kahushalyabai Fulsunge jointly became the owners of admeasuring 2.25 HR

and individually equal 1/5th share and interest of the land bearing survey no. 174/2; **AND**

WHEREAS, Smt Kaushalyabai Fulsunge expired leaving behind only daughter Smt. Usha W/o. Rajnath Yadav. Hence, her name was mutated in the govt. revenue record. Then, she sold her undivided 1/5th share and interest of the said land i.e. 0.45 HR Land to **SUPREME URBAN REALITIES PVT. LTD.** acting through its director Shri Murtuza S/o. Hamza Kothawala, vide registered sale deed dated 08/10/2013, having Doc. No. **11478-2013** and registered in the office of Sub-Registrar Nagpur (Gramin) – 10, **AND**

WHEREAS, Smt Anandibai Fulsunge expired leaving behind her following legal heirs namely Mrs. Ratna W/o Harish Chowdhary (daughter), Mrs. Rajani W/o Tulsidas Chowdhary (daughter), Shri Kishore S/o Gopal Fulsunge (Son), Mrs. Yashoda @ Babli W/o Arvind Yadav (Hiranwar) (daughter) & Shri Sudhir S/o Gopal Fulsunge (Son). Their name mutated in the Govt. revenue record as owner of 1/5th undivided share and interest in the said land. They sold their undivided 1/5th share and interest of the said land i.e. 0.45 HR Land to **SUPREME URBAN REALITIES PVT. LTD.** acting through its director Shri Murtuza S/o. Hamza Kothawala, vide registered sale deed dated 30/04/2013, having Doct. No. **4994-2013** and registered in the office of Sub-Registrar Nagpur (Gramin) – 10, **AND**

WHEREAS, Shri Nandkishore S/o Tilakchand Baniya relinquished his undivided share and interest of the said land in favour of Shri Babulal S/o Tilakchand Baniya and sons of Late Shri Raghunath S/o Tilakchand Baniya, namely, Shri Shashikant S/o. Raghunath Baniya, Shri Pravin S/o. Raghunath Baniya & Shri Pankaj S/o. Raghunath Baniya vide registered relinquishment deed dated 30/04/2013 having Doc. No. **4995-2013** and registered in the office of Sub-Registrar Nagpur (Gramin) – 10. In this way, Shri Babulal S/o Tilakchand Baniya and sons of Late Shri Raghunath S/o Tilakchand Baniya jointly become the owner of 0.45 HR (or share of Shri Nandkishore S/o Tilakchand Baniya) and individually Shri Babulal S/o Tilakchand Baniya has become the owner of 0.675 HR along with undivided share and interest of the aforesaid land out of Khasara no. 174/2. And in same manner sons of Late Shri Raghunath S/o Tilakchand Baniya, jointly, become the owners of 0.675 H.R. along with undivided share and interest of the aforesaid land out of Kh. No. 174/2; **AND**

WHEREAS, Shri Babulal S/o Tilakchand Baniya, sold his undivided share and interest of the said land admeasuring 0.675 HR Land to **SUPREME URBAN REALITIES PVT. LTD.** acting through its director Shri Murtuza S/o. Hamza Kothawala, vide registered sale deed dated 25/04/2014, having Doct. No. **4259-2014** and registered in the office of Sub-Registrar Nagpur (Gramin) – 10, **AND**

WHEREAS, Shri Raghunath S/o Tilakchand Baniya, expired leaving behind her following legal heirs namely 1. Mrs. Indira W/o Raghunath Baniya 2. Shri. Shashikant S/o Raghunath Baniya, 3. Shri Pravin S/o Raghunath Baniya, 4. Shri Pankaj S/o Raghunath Baniya & Shri Sudhir S/o Gopal Fulsunge (Son). Their name mutated in the Govt. revenue record as owner of 0.675 HR undivided share and interest in the said land. They sold their undivided share and interest of the said land admeasuring 0.675 HR Land to **SUPREME URBAN REALITIES PVT. LTD.** acting through its director Shri Murtuza S/o. Hamza Kothawala, vide registered sale deed dated 15/11/2014, having Doct. No. **11973-2014** and registered in the office of Sub-Registrar Nagpur (Gramin) – 10, **AND**

WHEREAS, the name of the Vendor recorded in the relevant govt. revenue record as owner of total land admeasuring 2.25 HR bearing new Khasara no. 174/2 (old Khasara no. 207/3), along with undivided share and interest of the said land, with heritable and transferable rights therein; **AND**

WHEREAS, the Vendor, **Supreme Urban Realities Pvt. Ltd;** is a registered company, having it's registered office at Block No. 123, 125, Shridevi Ratan Complex, Aagyaram Devi Square, Subhash Road, Ganeshpeth, Tahsil and District – NAGPUR. Board of Directors of the Vendor company authorized Shri Murtaza H. Kothawala, one of the Director of the company to enter into negotiations, agreement and to execute Sale Deed in favour of prospective purchaser vide company resolution dt. _____; **AND**

WHEREAS the Vendor has decided to develop the above referred property by way of converting the said land into Non-Agricultural, dividing into habitable residential plots and subsequent construction of a into multistoried residential-cum-commercial building / independent bungalow / Row houses / duplexes /commercial complex, Tenements & various scheme consisting shops and apartments thereon, including Hospitals, Lawns, Schools or any other public utility amenities on the said plots. hereinafter referred to as "Scheme". for allotment to any person or persons by way of sale or otherwise exclusively for the mutual benefit and profits **AND**

WHEREAS, Vendor/Developer has accordingly approached the Hon'ble competent authority i.e the collector, Nagpur for conversion of the aforesaid agricultural and use the same for non agricultural purposes and the Hon'ble Collector upon inviting objections is pleased to convert the said land into non-agricultural vide its's order dt. 05.08.2013 by the Hon'ble Collector in case no. 993/2013 RA. MA. KRA.14/N.A.P. 34/2013-14, Mouza – Bokhara, P.H. no. 12-

A, Kh. No. 174/2, Tahsil & Dist. Nagpur **AND** The Non-Agricultural order was again revised by the Hon'ble Collector vide its order date. ____ day of ____ 2019.

WHEREAS the Vendor has commenced the Development works as per Drawings duly approved by the Executive Engineer (North), NIT vide its Letters no. E.E (North)/____ dated ____/____/2019. The said Scheme proposed is popularly known as "____". AND

WHEREAS as per the Sanction received, the property is clearly demarcated in separated plots and all the plots are having individual title, area and boundaries as defined in the aforesaid sanctioned map, which are proposed to be built, constructed, sold and assigned individually. AND

WHEREAS the Vendor has submitted the revised plan for the layout with NIT/Nagpur Improvement Trust has accorded the sanction vide letter dated ____ 2019. The revised plan of the layout has been shown to the purchaser and the same has been accepted by the purchaser. The Vendor has made clear that, he shall submit the construction to the provisions of Maharashtra Ownership of Apartments Act, 1970 by executing the Deed of Declaration for the beneficial use of the property and the terms thereto shall be binding on the purchaser(s), a draft whereof is already provided to the Purchaser(s) AND

WHEREAS the Vendor has approached the competent authority for the purpose of Sanction of plan for the purpose of construction of **10** Ten stories and ____ (____) storied buildings upon plot no. ____ which has been accorded by the Nagpur Improvement Trust, Nagpur vide building Permit no. B.E(Metro)/Sourth /Nagpur (rural) case no. _____ dated ____ day of ____ 2019. AND

WHEREAS THE Vendor does hereby state and declare that, there are no impediments attached to the said project land. There are no tenants or illegal encroachment on the said project land and the Vendor has clear possession of the said project land. The said project land is free hold property and presently for establishing title, no separate permission is required to be obtained from government or any other authority. AND

WHEREAS the Vendor is in possession of the project land and is entitled, enjoined upon to construct building(s) on the project land in accordance with the recitals herein above.

WHEREAS the Vendor has not entered into a standard agreement with an architect, registered with council of architects, however, the Vendor has an oral contract with the Architect for the designing of the building and verification thereof, AND

WHEREAS the Vendor has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra

Real Estate Regulatory Authority under project Registration No. _____
on ____ day of _____ 2019.

WHEREAS the Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the architect and the structural Engineer till the completion of the building/buildings without prejudice his right to remove them in the event of dis-satisfaction and appointing equivalent and approved Architects and Structural Engineer. AND

WHEREAS the Vendor has sole and exclusive right to sale the Apartments in the said buildings/s to be constructed by the Vendor on the project land and to enter into agreement/s with the prospective purchaser(s)/s of the Apartments and to receive the sale consideration in respect thereof.

WHEREAS the Vendor has executed the Deed of Declaration as required under the provisions of Maharashtra Ownership of Apartments Act, 1970 registered duly with the Office of the Sub-Registrar Nagpur (Rural) at serial no. _____ dated ____ days of _____ 2019 AND

WHEREAS the Vendor has accordingly started the construction work of proposed Multi-Storied building as per Building Plan duly sanctioned as aforesaid AND the said Multi-storied proposed building is popularly known as _____. AND

WHEREAS the PURCHASER(S) being desirous to own a Flat/Apartment in the said Multi=Storied building, approached the VENDOR and after due inspection and verification, has chosen to purchase Flat no. ____ in Wing “__” on the ____ Floor of the Building “_____” together with undivided proportionate variable share of _____ in land i.e plot no. _____. AND

WHEREAS on demand from the purchaser(s), the Vendor has given inspection to the purchaser(s) of all the documents of the relating to the project land and the plans, designs and specifications prepared by the Vendor’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 at it’s Office and has supplied the copies thereof. The Purchaser(s) has, prior to the execution thereof perused the Title documents, Building Plan and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied himself/themselves about the title of the vendor to the said property and /or right of the Vendor to sale the same on ownership basis. The Purchaser(s) hereby confirms that the Vendor has produced for inspection to the purchaser(s), all information and documents and has made full and true disclosure to be required form the Vendor. The Purchaser(s) have/has also satisfied himself/herself/themselves with the quality of the construction,

Specifications whatsoever and has agreed to accept the same or similar specifications. AND

WHEREAS the authenticated copies of certificate of Title issued by the advocate of the Vendor, authenticated copies of the property card showing the nature of the title of the Vendor to the project land on which the apartments are to be constructed have been inspected and supplied to the Purchaser(s). The provision of Caveat Emptor are applicable to the transaction. AND

WHEREAS the authenticated reduced copies of the building plans as sanctioned and approved by the local authority have been annexed hereto with the agreement. AND

WHEREAS the authenticated copies of specifications of the apartment agreed to be purchased by the purchaser(s) are as per Schedule A of the Agreement. AND

WHEREAS the carpet area of the said apartment is ____ Sq. mtrs, Open Balcony ____ Sq. Mtrs 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 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 replying 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 under section 13 of Real Estate (Regulation and Development) Act 2016, the Vendor is require to execute a written agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said agreement under the Registration Act, 1908 on payment of stamp duty, Registration Charges and other expenses. AND

WHEREAS the parties hereto had due deliberations and discussions, and consequences thereof the VENDOR accepted the proposal of the PURCHASER (S) and agreed to allot and sale said Flat/Apartment to the PURCHASER(S) after completion of building as desired by PURCHASER(S), on the terms and conditions so settled and agreed in writing as under.

**NOW IT IS THEREFORE MUTUALLY AGREED BY AND BETWEEN THE
PARTIES HERETO AS FOLLWOS :-**

DEFINITIONS :-

In this agreement including the Schedule hereto, where the context so admits, the following words and expressions shall have the following meanings :

“Agreement” shall include the Form, the basic Terms and Conditions, the Special Terms and Conditions as applicable to you, the Operating Policies and Procedures and any additional addenda and /or schedule(s) which may be added by us from time to time and shall be restricted to the Schedule of Property enumerated herein.

“Scheme” Scheme would always mean the projects undertaken by Vendor, proposed or an idea so developed whether existing, future or past over the entire property and I left to the discretion of the Vendor without interference from the Purchaser.

“Apartment Scheme” would always mean the building which is under construction in terms of the Agreement in Schedule II of the Agreement.

“Undivided Share” would always mean the area as defined in Schedule I & II of the Property.

“Common Areas” shall always mean the common areas in the property defined in Schedule I.

“Club House” would always mean an additional facility provided to the Purchaser(s) on Membership basis on pay and use basis.

“Parking” Parking would always mean the parking within the area provided within the building as enumerated in the Schedules hereto.

“No Parking Zone” shall always mean the roads within the scheme abutting the plots, wherein no parking shall be made so as to cause any nuisance to the adjoining owners.

“Nuisance” would always mean and construe any act not permissible under the DOD or any act which may violate the personal liberty of the individual living in the Scheme.

“Deed of Declaration” would always mean the Declaration as envisaged under the provisions of the Maharashtra Apartment Ownership Act restricted to the Schedule Property enumerated in this Agreement.

“Consolidated Deed of Declaration” would always mean the declaration in respect of the common amenities provided for all the plots in the property held by the Vendor as aforesaid for the purpose of maintenance only pertaining to common sewerage line, common water line, roads in the scheme, security, over head water tank, transformer and other common facilities required for the enjoyment of the property.

“Payment Due Date” shall mean the date on which the payment falls due as enumerated in the agreement.

“Standard Terms” shall always mean and include the amounts invested and deposited by the Purchaser for the purpose of common maintenance.

“Security Deposit” shall mean the terms of this agreement, DOD of the property enumerated herein only.

“Security Deposit” shall always mean and include the amount invested and deposited by the purchaser for the purpose of common maintenance.

“Membership Fees” shall always mean the Monthly/Quarterly/Yearly fees fixed by the Vendor for the purpose of use of the facilities in the Club House.

“Maintenance” shall mean the maintenance proportionate to the undivided share in the plot where the present apartment scheme is constructed as well as expenses that may be incurred proportionate to the total property held in the scheme.

“Placards/Display” The Purchaser(s) shall be only entitled to display the name of the Purchaser(s) outside the flat on the main door only and shall not put any meon sign.board/display/signage so as to impair the beauty of the building over the common areas.

A) THAT, the aforesaid project consists of ____ Multi-storied buildings namely Block -_____. The Ground Floor of Block ____ shall utilized for Parking. The Upper Floors of Block-____ shall consists of ____ Apartments to be constructed by the Vendor on the said project land in accordance with the plans, designs and specifications as approved by the competent local authority from time to time.

B) THAT, the Vendor hereby agree to sale and the purchaser(s) agrees to purchaser Flat no. ____ in wing “__” on the ____ Floor of the building “_____” on plot no. ____ together with undivided proportionate variable share of _____% out of the aforesaid plot no. ____ admeasuring about _____ Sq. Mtrs within the Scheme popularly known and styled as “_____” under construction over all those piece and parcel of land bearing Kh. No. 174/2 New corresponding tto 207/3 (Old), P.H no. 12 A, class-I, Jama Rs. 6.23, khate no. ____ of Mouza – Bokhara, admeasuring 2.25 HR (or 5.38 acres), situated at Mouza – Bokhara, within the limits of Gram Panchayat Bokhara, Tahsil and District Nagpur and more particularly described in the schedules, hereunder written for a total consideration of Rs. _____/- (Rupees _____Lacks Only).

The Purchaser(s) has/have satisfied himself/themselves with the fair price of the said apartment and has agreed to pay the consideration herein below without any demur and raising any dispute over the same. It is further made clear that all the payments shall be received in favour of Vendor only.

1. THAT, the Purchaser(s) agree to provide and pay the said agreed total consideration to the Vendor in the following manner:-

1.a Rs._____/ - Booking amount by Cheque no. “_____” dated ____/____/2019 drawn on _____.

Rs._____/ -	0 % down payment immediately
Rs._____/ -	0 % Payment on Plinth
Rs._____/ -	0 % Payment on 1 st RCC Slab
Rs._____/ -	0 % Payment on 2 nd RCC Slab
Rs._____/ -	0 % Payment on 3 rd RCC Slab
Rs._____/ -	0 % Payment on 4 th RCC Slab
Rs._____/ -	0 % Payment on 5 th RCC Slab
Rs._____/ -	0 % Payment on 6 th RCC Slab
Rs._____/ -	0 % Payment on 7 th RCC Slab
Rs._____/ -	0 % Payment on 8 th RCC Slab
Rs._____/ -	0 % Payment on Brick Work
Rs._____/ -	0 % Payment on Plaster
Rs._____/ -	On Flooring
Rs._____/ -	Balance at the time of execution of sale deed/Handing over the possession.
Rs._____/ -	(Rupees _____ Lacks Only)

- 1.b THAT,** the above mentioned total price /consideration excludes all taxes including GST (consisting of tax paid or payable by the Vendor by way of GST and Cess or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carry out the project payable by the Vendor up to the date of hand over the possession of the said apartment. The purchaser(s) specifically agrees to pay to the Vendor all such Taxes and premium as and when demanded and shall always keep the vendor indemnified against the same. It is clarified that all future impost including stamp duty, registration and all other legal expenses as may be imposed by statute or any law shall be payable by the purchaser(s).
- 1.c THAT,** the purchaser(s) does hereby state and declares that it shall be the sole liability and responsibility of the purchaser to pay the amount of tax deducted at source(TDS) @ 1.00% and undertaken to credit the same in the appropriate account of income Tax Department, If applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the purchaser(s) from the Sale consideration payable to the Vendor and to credit the same in the appropriate account of Income Tax Department.
- 1.d THAT,** the total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local bodies/government from time to time. The Vendor undertakes and agrees that while raising a demand on the purchaser(s) for increase in development charges, cost, or levis imposed by the competent authorities etc. The Vendor shall disclose the reasons for rise in the cost of the property.
- 1.e THAT,** the Vendor 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.
- 1.f THAT,** during the period of building construction, the purchaser(s) with two days advance intimation to the Vendor, may enter upon the said Scheme / project land to inspect the plans, Specifications, Building materials, if available at site and also the workmanship undertaken on

the site, however shall not disturb the working at the site in any manner whatsoever.

- 1.g THAT,** the Vendor shall confirm the final Carpet Area that has been agreed to be sold to the purchaser after the construction of the said proposed 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 Five 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 purchasers) within 45 days (Fourty Five) with annual interest at the rate specified in the rules of the said act, from the date when such an excess amount was paid by the purchaser(s). if there is any increased in the carpet areas allotted to the purchaser(s), the Vendor 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.h THAT,** the purchaser(s) do hereby authorizes the vendor to adjust /appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the vendor may in its sole discretion deem fit and the purchaser(s) undertakes not to object /demand/ direct the vendor to adjust their payments in any manner.
- 2. THAT,** the Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the apartment to the purchaser(s), obtain from the concerned local authority Occupancy certificates in respect of the said buildings.

- 2.1 THAT,** time is essence for the vendor as well as the purchaser(s). The vendor shall abide by the time schedule for completing the project and hand over the Apartment to the purchaser(s) and the common areas to the association of the purchaser(s) after receiving the occupancy certificate. Similarly, the purchaser shall make timely payment of the installment and other dues payable by them and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the confirming party as provided in clause 1.B herein above. (Manner of Payment).
- 2.2 THAT, THE PURCHASER(S)** have/has verified and inspected all the relevant documents as to right, titled and authority of the VENDOR and also the specifications, design plan etc. respecting the said property. The PURCHASE(S) are fully satisfied with the right, title and authority of VENDOR as well as the conditions, type and user and specifications of the said property and after being so satisfied, the PURCHASE(S) have/has agreed to purchase it. A copy of all documents including the specifications, design, plan etc is furnished and handed over to the PURCHASER(S) and he/she/they acknowledges the same. Hereinafter, it shall not be open for the PURCHASER(S) to question the rights, title and /or authority of the VENDOR before any forum or to make any claim in respect thereof, nor shall PURCHASE(S) make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof.
- 2.3 THAT, THE PURCHASER(S)** shall not be entitled to make any structural whether interior or external improvements, alterations, modifications, or changes of any kind whatsoever, however, at the cost and risk of PURCHASER(S), however the Vendor may carry out permissible improvement, alterations etc. other than the specifications as the PURCHASER(S) may desire on payment of extra changes. The PURCHASER(S) understands, agree and confirm that Apartment /Flat /Flats/Apartments is as per his/her/their wishes and desires to the full satisfaction of PURCHASER(S) in all respects. That the areas as specified in the Schedule of property are as per the measurements arrived at, however the same shall not affect the price of the apartment, as the structure is complete and the purchaser has personally verified all the areas to his satisfaction. That at the request of the Purchaser(s) certain modifications are proposed and the purchaser(s) shall not object to the said changes whatsoever.
- 3. THAT, THE VENDOR** hereby declares that the floor Space Index (FSI) available as on date in respect of the project land is _____ Sq. Mtrs only and the Vendor has purchaser FSI of _____ Sq. Mtrs on

payment of premium as mentioned in the Development Control Regulation, 2000. The Vendor has disclosed the floor space index of _____ Sq. Mtr as proposed to be utilized by it on the project land in the said project and purchaser(s) has agreed to purchase the said Apartment.

- 4. THAT,** if the Vendor fails to abide by the time schedule for completing the project and handing over the apartment to the purchaser(s), the Vendor agrees to pay to purchaser(s), who does not intend to withdraw from the project, interest as specified in the Rule, on all amounts, paid by purchaser(s), for every month of delay, till the handing over of the possession. The Purchaser(s) agrees to pay to the Vendor interest as specified in the rule, on all the delayed payment which become due and payable by the purchaser(s) to the Vendor under the terms of this agreement from the date the said amount is payable by the purchaser(s) to the Vendor. The Vendor shall issue the receipt for the payments so made by the purchaser(s), which shall only be deemed to be the acknowledgement of the payment received by the Vendor in consonance with this agreement.

- 4.1 THAT** the Purchaser(s) shall pay the aforesaid installments as stipulated hereinabove strictly on the sages as mentioned above to the Vendor only. It is specifically understood and agreed by the purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and in the event of default making delay for the payment of three (3) consecutive installments for more than a week consequently therefore this agreement shall automatically stand terminated and cancelled ipso-facto on the purchaser(s)'s failure to pay the above installments on due dates. It is specifically understood by the purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the sale deed is executed and no charge/mortgage whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement unless consented by the Vendor. In the event of such termination/cancellation of this agreement, the Vendor shall be at full liberty to sale the said apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchaser and in such event the Vendor shall forfeit the amount so received by it and at its discretion may return the amount within 3 (three) months of the cancellation after deducting therefore a fixed sum of Rs. _____/- (

Rupees _____ Only) by way of liquidated damages without any interest. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date and this agreement would not be construed as a “secured asset” unless the terms are fully complied with. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the remaining consideration at the time of possession irrespective of the fact that whether the sale deed is executed or not. The Vendor/Developer may at its option extend the time for payment however in such circumstances, the purchaser(s) shall be liable to pay interest at the rate stipulated by state bank of india being highest Marginal cost of lending rate plus 2%.

Provided that, Vendor shall give notice of 15 days in writing to purchaser 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 and /or to make payment of defaulted installments along with the period of 15 days of such notice, then at the end of such notice period, this agreement shall IPSON-FACTO stand cancelled and terminated absolutely forever.

Provided further that, upon termination of this agreement as aforesaid, the Vendor shall refund to the purchaser, subject to deduction of a sum of Rs. _____/- (Rupees _____ Only) plus the amount of interest chargeable at the rate prescribed under clause no. 4.1 of this agreement, on the defaulted installments from the due date till the date of cancellation towards liquidated damages, within a period of 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.

5. **THAT,** the fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said building and the apartment shall be “B” class branded or similar.
6. **THAT,** the vendor shall give possession of the Apartment to the purchaser(s) on or before ____ day of _____ 2020, however subject to grant of necessary electric and water connections or supply and also subject to the government restrictions, strike or any notice, order, rule, notification of government and /or other public or competent authority

or any cause beyond the control of the Vendor any other reasonable cause and the purchaser(s) agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and /or for any reason beyond the control of the owner. If the Vendor fails or neglect to give possession of the apartment to the purchaser(s) on account of reasons beyond his control and of his agent by the aforesaid date, then the vendor shall be liable on demand to refund to the purchaser(s), amounts already received by it in respect of the Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date, the vendor received the sum till the date the amounts and interest thereon is repaid.

Provided further that, the vendor 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, Stamps Duty and Registration fees and GST, etc. are paid by the purchaser(s) in full to the Vendor hereto. **or** the possession of the apartment be delivered at the time of execution of sale deed and/or after receipt of full agreed consideration whichever is earlier.

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

- i) War, Civil Commotion or act of God,
- ii) Any notice, order rule notification of the Government and /or other public or competent authority /court.
- iii) Delay in obtaining Government statutory permissions and compliances therefore including Occupancy Certificate /Completion Certificate.
- iv) In Emergency declare in state or country.

Provided further that, the Vendor agrees to complete the construction work of the flat as per the specification within 6 months of this agreement subject to the payment of the agreed consideration by the purchaser(s) or even earlier. The parties hereto have mutually agreed to extend the period of completion if the circumstances are beyond the control of the Vendor and in no case the damages shall exceed a sum of Rs. _____/- (Rupees_____Only) per month. The parties hereto have mutually agreed to extend the period of completion by 3 months if the circumstances are beyond the control of the Vendor. That

the stipulated date and this shall not be the ground for delay or default in the payment of installments as agreed hereinabove.

7. **Procedure for taking possession :-** The Vendor 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 to the purchaser(s) in terms of this agreement to be taken within 15 days from the date of issue of such notice and the owner/Vendor shall give possession of the said apartment to the purchaser(s). The Vendor agrees and undertakes to indemnify the purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the vendor. The purchaser(s) agrees to pay the maintenance charges as determined by the vendor or association of purchasers as the case may be.
- 7.1 **THAT,** the purchaser(s) shall take possession of the apartment within 15 days of written notice from the vendor to the purchaser intimating that the said apartment is ready for use and occupancy on making the entire payment with interest if any.
- 7.2 **THAT,** the purchaser(s) hereby agrees not to occupy the said apartment /flat without obtaining possession letter from the Vendor and in case of the PURCHASER(S) occupying the said apartment/flat without such possession letter, the possession and occupation of PURCHASER(S) will be illegal and unauthorized/ trespasser.
- 7.3 **THAT,** the Vendor does hereby agree with the purchaser(s) that on receipt of the balance sale price and also upon the payment of electricity and water network charges, 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 vendor will execute a proper sale deed relating to the undivided share and interest in the said plot of land and also the entire R.C.C superstructure comprising of the 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 cost of purchaser(s) in accordance with the law in force provided the purchaser(s) shall have also paid the entire agreed sale consideration of the apartment chosen by the purchaser(s) to the Vendor.
- 7.4 **THAT,** on obtaining 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 other co-owner thereof. However, the apartment chosen by purchaser(s) in the proposed multi-storied 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. The proportionate undivided share shall vary in the event the FSI of the building is enhanced by the local authority before completion of the building and /or local authority permits availing TDR to the Vendor.

- 7.5 Failure of Purchaser(s)** to take Possession of Apartment: Upon receiving a written intimation from the Vendor as per clause 7.1, the purchaser(s) shall take possession of the apartment from the vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the vendor shall give possession of the apartment to the purchaser(s). In case the purchaser(s) fails to take possession within the time provided in clause 7.1 and 7.2 such purchaser(s) shall continue to be liable to pay maintenance charges as applicable, to the vendor or the association, if formed. Under such circumstances, the restrictions as may be imposed by the association shall remain binding upon the purchaser(s).
- 7.6 THAT,** the purchaser(s) shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C, Pardis or other structural portions in the said apartment and not cause any damage to the structural portions. In the like manner, the purchaser(s) shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the purchaser(s) then in such event, purchaser(s) will be solely responsible for any consequences which may arise. The purchaser(s) shall not be entitled to put pots (kundi)/plants etc. in the open passage /lobby. The purchaser(s) shall not be entitled to keep any animal/pet in the apartment and /or shall not use the same for any commercial purposes including clinic/hospital or any other purposes including guest house.
- 7.7 If** within a period of five years from the date of handing over the apartment to the purchaser (s), the purchaser brings to the notice of the vendor any structural defect in the apartment or the building in which the apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by vendor 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, compensation for such defect in the manner as provided under the act. In case any defect found in the proprietary items used in construction of said apartment, the purchaser(s) shall lodge claim of defects, shortcomings directly with the manufacturer of such item and vendor shall always co-operate 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. It is further clarified that any fitting, electrical, doors, sanitary items which are not constructed by the vendor and are purchased from outside sources and are only affixed the warranty/guarantee shall be claimed directly from the manufacturer and shall not exceed the period as assured by the manufacturer. It is clarified that structural or any other defects shall not include painting of inside and outside walls, defects caused due to climatic condition/rusting, passages, railings, grills, windows, tiles (including scratches that may be caused by the regular use) gardening, amusement for children, POP and other temporary fixtures, if any, provided in and outside the building. This also shall not include the defects caused by insects or termite infections within the premises as it is for the purchaser(s) to ensure anti-termite treatment at regular levels considering the climatic condition of the city.

Provided further that in case of any change or modification to the specifications are effected at the request of the purchaser(s) then the defect liability will not be applicable to such modified specification items. Similarly if the purchaser(s) has made modifications, changes or repairs and alterations to the apartment resulting in damages of any nature, then under such circumstances, the vendor shall not be liable for make good of the defect.

- 7.8 THAT**, the possession of the Vendor over the said plot of land shall remain unimpeached even after the entire building is constructed and completed in all respects and the apartments therein shall be made available to the respective owners for their occupation as per the terms contained in the Deed of declaration or as may be modified hereinafter.
- 8. THAT**, the purchaser(s) shall use the apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the garage or parking space only for purpose of keeping or parking vehicle. The purchaser(s) shall not be entitled to park the vehicles on the road in the layout in any circumstances.
- 8.1 THAT**, it is understood by the purchaser(s) that the vendor shall display any type of board, signs, banners etc. on any exterior part of building proposed to be constructed on the said plot of land and the purchaser(s) will neither object/disturb it, nor obstruct it's visibility in any way. The vendor shall neither pay nor shall the purchaser(s) demand any rent etc. for any signs displayed by the vendor. However it is clarified that the purchaser(s) shall not be entitled to display any board, sign or banner except the name plate outside his Flat/Apartment and his name on the common list, if any, provided by the vendor at the entrance/lobby space.

- 9. THAT,** the vendor has dedicated the said project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s of the said act has been executed after utilization of the proposed FSI and /or before execution of the sale deed in the favour of the purchasers. Thus the said project will be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. The provision 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 their successors in title. The Vendor is taking steps to amend the same as per the Real Estate (Regulation and Development) Act, 2016.
- 9.1 THAT,** the purchaser(s) agrees to incorporate such terms and conditions stipulation and restrictive covenants in the sale deed as are not set forth herein, but which may be deemed necessary or expedite to regulate the easement rights of the other apartment owner's inter-se, in accordance with the provision of the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder. THAT, the Vendor hereto has incorporated such terms and condition or covenants in the Deed of Declaration (s) necessary and essential for the easementary rights of the respective apartment and Flats/Apartments in the said building as well as in the Scheme which shall be binding on the Purchaser(s). The areas, dimensions of the Flat and the proportionate areas are subject to change as per the revised map if any submitted by the Vendor which shall not be objected by the purchaser as the areas, dimensions etc. are inspected by the purchaser, as the construction of the structure is complete in all respects.
- 9.2 THAT,** the available open space (excluding the restricted areas as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said multi-storied 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.
- 9.3 THAT,** the vendor shall within three months of executing the sale deed and handing over the possession of the entire property cause to be transferred to the said association of apartment owners, all the right title and the interest of the vendor and /or the owners in the said structure of the building or wing in which the said apartment is situated.
- 9.4 THAT,** within 15 days, after notice in writing given by vendor to the purchaser(s) 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. Gram Panchayat Taxes, Cesses, Non-Agricultural Assessment, 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, cowkidars, 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 such proportionate share of outgoings as may be determined by the vendor. The purchaser(s) further agrees that, till charges are fixed, the purchaser(s) shall pay provisional monthly contribution of **Rs. 5.00** per Sq.ft of the carpet area towards the outgoings as per the area enumerated in the agreement. The amounts so paid by the purchaser(s) to the vendor shall not carry any interest and remain with vendor until handing over the management of the said building to the association of apartment owners.

10. THAT, REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The vendor hereby represents and warrants to the purchaser(s) as follows:

- i. The vendor has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implement of the project, The purchaser(s) have/has however satisfied him/herself/themselves with the title and is aware that the principles of caveat emptor are applicable to the transaction.
- ii. The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain further requisite approval from time to time to complete the development of the project as may be revised which is consented by the purchaser(s).
- iii. There are no encumbrances upon the project land or the project.
- iv. There are no litigations pending before any court of law with respect to the project land or project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project land and said building/wing are valid and subsisting and have been obtained by the following due process of law. Further, all approvals, licenses and permits to be issued by the

competent authorities with respect to the project, project land and said building /wing shall be obtained by following due process of law and the vendor has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas.

- vi. The vendor has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby prejudicially be affected, it is however made clear that the right of the purchaser(s) is subject to compliance of the conditions and payment terms and not otherwise.
- vii. The vendor has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said apartment which will in any manner, affect the rights of purchaser(s) under this agreement.
- viii. The vendor confirms that, the vendor is not restricted in any manner whatsoever from selling the said apartment to purchaser(s) in the manner contemplated to this apartment.
- ix. The provision of the Maharashtra Apartment Ownership Act, 1970 shall be applicable to this agreement.
- x. After the execution of the sale deed of the apartment in favour of the purchaser(s), the vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the apartment owners as enumerated herein.
- xi. The vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and /or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the date of completion of the said project.
- xii. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the vendor and/or vendor in respect of the project land and /or the project **except those disclosed in the title report.**

- xiii. THAT, the Vendor has formulated the Code of Conduct for using the Flats/Commercial Premises to facilitate maintenances and upkeep in future and to avoid any dispute in future amongst the prospective purchasers, which is supplied and read by the purchaser and the same shall be binding on the prospective purchasers, which is more particularly described in the Deed of Declaration(s), which is read and understood by the purchasers and the contents thereof shall be binding on the purchasers. Notwithstanding anything contained in the agreement, the purchaser(s) shall be entitled to only the rights over the property conferred by the Deed of Declaration of the Apartment Scheme and under this agreement and not otherwise. It is made clear that barring easementary rights, the purchaser(s) are not entitled to any other right in the Scheme.

- xiv. THAT, the PROPERTY in "Schedule-I" is already brought to the plan of the Maharashtra Apartment Ownership Act 1970 by the executing and registering a deed of declaration in Form A under section 2 of said act and the said document is already registered as stated hereinabove. The areas are specifically provided in the DOD for the beneficial use of the property however the price is fixed as per the carpet areas which are personally verified by the purchaser and the purchaser shall not dispute the same in future in any manner whatsoever. In the event there exists any dispute whatsoever to minor alterations while working on the site, the purchaser shall pay additional amount in the event the areas is increased and /or shall pay less amount in the event the areas is reduced however this variation shall not be (+/-) 10 % and the amount shall be calculated to the proportionate carpet area available. The Purchaser(s) has read the DOD and all the terms contained therein shall form part and parcel of this agreement and shall be binding on the purchaser(s). It is made further clear that consolidated DOD is for fiscal purposes only and is not pursuant to the provision of Maharashtra Apartment Ownership Act it is to facilitate the easementary rights.

- xv. THAT, the rights of additional of increased FSI shall always vest with the Vendor as assigned orally by the Vendor pertaining the said plot of land. That subsequent to the changes in the FSI as applicable to the City and due to the modifications in the working plan got sanctioned by the NIT, the Vendor reserved their right to make certain modification to the existing plan if the circumstances so demand and shall submit the revised Maps with the NIT/Competent Authority, whereby the areas of the respective flat may increase or decrease if any. In the event further amendments are required to be made to the said plan or to the existing construction/structure which is complete, the purchaser(s) shall be bound by the same and shall not raise any objection over the same and

shall only be subject to change in consideration vice-versa in the proportion agreed by this Agreement, and the proportionate undivided share in the land may vary to that extent. Notwithstanding anything contained hereinabove, the liability of the Vendor shall not exceed the payment made by the purchaser(s) together with interest at the rate of ___% from the date of actual payment and no dispute whatsoever shall be entertained after the physical possession of the flat is handed over. In the event of raising any dispute after possession, the purchaser(s) shall be entitled to pay Rs. _____/- per month as occupancy charges till the dispute is settled through process of law.

- xvi. Notwithstanding anything contained hereto the Vendor of the entire property i.e the scheme is vested with Vendor and he shall be entitled to amend/vary the areas of the roads, location of the transformer, sewerage lines, water lines, overhead water tank, open spaces, amenities space, Club house whatsoever at their discretion and the entitlement of the purchaser shall be restricted to the property stated in the Schedule I & II respectively barring easementary rights.

11. THAT, The Purchaser with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with vendor party as follow:-

- i. To make timely payment to the vendor at all times in terms of the agreement and not to obstruct the construction in any manner whatsoever.
- ii. To carry out inspections at regular levels with due appointment of the vendor and inform the effects, if any, to the vendor failing which it shall be presumed that the purchaser(s) have/has waived their right to get the said defects cured after 15 days thereof.
- iii. To maintain the apartment at the purchaser's owner cost in good and tenable repair and condition from the date of possession of the apartment is taken on complying all the conditions. If any 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.
- iv. The purchaser(s) hereby specifically agrees with the vendor 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 in any way in carrying on and completing the work of other apartments in the said building and keeping building material on the available open land.

- v. The purchaser(s) shall not 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(s) in this behalf, the purchaser(s) shall be liable for the consequences of the breach.
- vi. To 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 vendor 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 by-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.
- vii. Not to demolish or cause to be demolished the apartment or alter 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, no 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 condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the apartment without the prior written permission of the vendor and /or the association of the apartment owners.
- viii. Not to do or perform any activity, which will result in damages to the said apartment and common areas 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.

- ix. 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.
- x. THAT, THE PURCHASER(S) shall not throw any garbage, dirt, rubbish, rags, or water on the open space nor shall use the balconies, if any, for washing and/or urinating to the annoyance of the other owners / occupants 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 and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the Apartment/Flat, without any reservation. He shall abstain from doing any act or thing which may cause inconvenience or nuisance to other owners/occupants in the said building.
- xi. Pay to the vendor within 15 days of demand by the vendor his share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other services connection to the building in which the apartment is situated.
- xii. 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.
- xiii. 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 under this agreement are fully paid up.
- xiv. 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, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The purchaser(s) shall also observed 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 outgoings in accordance with the terms of this agreement.

- xv. Till hand over the management of said building maintenance to the association of apartment owners, the purchaser(s) shall permit the vendor 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.
- xvi. **THAT**, it is understood and agreed by the PURCHASER(S) that the expenses for general maintenance of the building and common portions including periodical paintings, white washings or color washings, repairs, watchman, sweeper etc. shall be the common responsibility of all the owner/occupants including the PURCHASER(S) in the said building and expenses incurred thereon shall be borne and paid by the PURCHASER(S) proportionately. Similarly the underground water storage and repairs of common appliances or facilities, equipment's etc. shall be made at the proportionate expenses of all the owners/occupants in the said building including the PURCHASER(S). Otherwise shall be entitled to disconnection of the essential amenities in the event of default of making payment of maintenance for 3 months.
- xvii. That all the obligations set in the agreement shall equally apply to any occupier or tenant on behalf of the purchaser(s).
- xviii. In case some of the apartments in the said project remains unsold, even after completion of the same, then the vendor shall bear and pay the proportion of regular maintenance charges payable for such unsold apartments.
- xix. **THAT**, the PURCHASER(S) shall always pay regularly share of common expenses such as tax, cess, electricity, water and other outgoing etc. as applicable whatsoever as may be assessed on their share in the said land in Schedule I and the R.C.C superstructure hereby agreed to be allotted and sold. However, until the separation of such charges or taxes or other expenses, the PURCHASER(S) shall be liable to bear and pay such all kinds of charges and expenses including taxes etc. Proportionately to the Vendor as may be so assessed, determined and demanded by the VENDOR. The Purchaser(s) shall further pay all the common expenses that may be decided by the Parent Body pursuant to the Consolidated

Deed of Declaration over and above the maintenance for the Apartment Scheme.

- xx. Shall not cause any thing which may cause nuisance to the adjoining occupier and in the event of any such complaint, the decision of the association or the developer shall be binding on the purchaser(s).
- xxi. Purchaser/Occupant Shall not use the premises for any other purpose other than assigned and shall not keep any pet or animal in the building unless consented by 3/4th the majority of the occupiers in the building. The PURCHASER(S) shall remove forthwith such "Pet" animal in the house, however shall ensure that, it is not unsafe to the others and/or does not create any nuisance and in the event of any complaint received from the adjoining owner/neighbor, the PURCHASER(S) shall remove forthwith such "Pet" from the household /Apartment without any demur.
- xxii. The PURCHASER(S) shall not use the said apartment/Flat for the purpose of business of liquor, flesh or any other business as may be objectionable by others owners/occupants of the building.
- xxiii. THAT, THE PURCHASER(S) shall always keep the said Flats/Apartments in as good repairs and habitable conditions and shall always use the same for valid and authorised purpose only.
- xxiv. THAT, the leakage or bathroom or W.C. if any, providing in the said apartment/Flat, which may cause nuisance to the other owners/occupants, shall be repaired by the PURCHASER(S) at his/her/their own cost at earliest after handing over the possession to the Purchaser(s).
- xxv. **THAT**, the cost of repairs of common services like electric, drainage and rain water pipes and all other common appliances etc. shall be borne and paid by the PURCHASER(S) jointly with other owners/occupants in the proportionate shares as enumerated in the DOD's.
- xxvi. THAT, it is also further understood and agreed by the PURCHASER(S) that all charges incurred on the consumption of electricity over the common facilities in the common areas and amenities provided in the said building, shall be borne and paid proportionately by all the owners/occupants including the PURCHASER(S).
- xxvii. THAT, THE PURCHASER(S) shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said building and further shall

not do any act which will impair or damage the said building or Scheme as a whole or part in any manner whatsoever.

- xxviii. **THAT**, the PURCHASER(S) agree to become member (s) of an association of persons which will be formed by the Flats/Apartments/Shops owners of the said entire building and rules, regulations, byes-laws etc. of such an association, as to used and enjoyment of the Apartment /Flat and common facilities and other purposes shall be binding to the PURCHASER(S), more particularly as described in the Bye-laws appended to the Deed of Declaration. The Official Body of the Purchaser(s) in the Apartment Scheme shall represent them in the Parent Body to be formed for the maintenance of the Scheme.
12. **THAT**, the vendor shall maintain a separate account in respect of sums received by the vendor from the purchaser(s) as advance or deposit, sums received on account of the maintenance fund, expenses and also toward 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 not shall be construed as demise of assignment in law, of the said apartments or of the said plot and building or any part thereof. The purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold to him subject to making timely payments and all open space, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the vendor until the management of the said building maintenance is handed over to the association of the apartment owners as hereinbefore mentioned. The the right of the purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dis-satisfaction expressed by the purchaser(s).
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 annual this contract/agreement, not shall any compensation be allowed in respect thereof to the purchaser(s).
15. **THAT**, after the vendor executes this agreement, the vendor 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. However, similarly the right of the vendor shall not be affected in the event of default committed by the purchaser(s) and this shall not dilute the right of the vendor to cancel the agreement in the event of breach of the terms.

16. **BINDING EFFECT:** forwarding this agreement to the purchaser(s) by the vendor does not create a binding obligation on the part of 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 vendor. If the purchaser(s) fails to executed and deliver to the vendor, this agreement within 30 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 vendor shall serve as notice to the purchaser(s) for rectifying the default, which if not rectified within 15 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 annexure, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.
18. **RIGHT TO AMEND:** This agreement may only be amended through written consent of the parties.
19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) / 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 Scheme shall equally be applicable to and enforceable against any subsequent purchasers of the apartment. In case of a transfer, as the said obligations go along with the apartment for all intents and purposes.
20. **SEVERABILITY:** If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations

made hereunder 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 hereunder 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 OF REFERRED TO IN THE AGREEMENT:** Wherever in this agreement it is stipulated that the purchaser(s) has to make any payment, in common with other Purchaser(s) in project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the apartments in the said project as it exists and as may be revised.
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 EXEUTION :** The execution of this agreement shall be complete only upon its execution by the vendor through its authorized signatory at the vendor' s office or at some other place, which may be mutually agreed between the vendor and purchaser(s), in Nagpur after the agreement is duly executed by the purchaser(s) and the vendor or simultaneously with the execution the said agreement shall be registered at the office of the sub-registrar. Hence this agreement shall be deemed to have been executed at Nagpur.
24. **THAT,** the purchaser(s) and/or Vendor 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 will attend such office and admit execution thereof.
25. **THAT,** all notices to be served on the purchaser(s) and the vendor as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser(s) or the vendor by registered post Ad. And under certificate of posting at their respective addresses mentioned in the agreement. It shall be the duty of the purchaser(s) and the vendor to inform each other of any change in address subsequent to the

execution of this agreement in the above address by registered [post failing which all communications and letters posted at the above address shall be deemed to have been received by the vendor or the purchaser(s) as the case may be.

26. **JOINT PURCHASER:** In case there are joint purchaser(s), all communications shall be sent by the vendor to the purchaser(s) whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the purchasers.
27. **STAMP DUTY AND REGISTRATION:** all expenses on account of preparation of all kinds of documents viz. agreement to sale, 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 purchaser(s).
28. **DIPUTE 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, there under.
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 shall be settled by way of arbitration only and further proceeding in competent civil Court at Nagpur having jurisdiction for this agreement.
30. **THAT,** for all matters not covered by this agreement, the provisions of Transfer of Property Act, shall be applicable. The purchasers hereto have consented to all the changes in the flat to be made hereinafter in terms of section 7 of the Maharashtra Apartment ownership Act, 1963.
31. **THAT,** the property in question shall be taken to be correctly described in the schedule hereunder written and if any misstatement, error or omission shall be discovered, the same shall not annul this sale nor shall any compensation be allowed in respect thereof but all the same such error or omission will always be subject to correction by the parties hereto.
32. **THAT** the Vendor and the Purchaser hereby declare that, they have examined the contents of this Agreement to Sale of schedule property – I & II personally and the contents of this Agreement to sale are true,

correct, understood the same in vernacular language & printed as per the dictation of both the parties and thereafter they have signed this Agreement to sale without any coercion, undue influence, threat, intoxication and misrepresentation of any kind whatsoever and they are fully satisfied with covenants of this Agreement to sale.

33. THUS the vendor & purchaser have read all the para no. 1 to 33 of this agreement to sale, it is decided between both the parties that, said Agreement to sale in respect of scheduled property has to be registered along with term and condition of this agreement today itself on dt. __.__.2019 both parties have understand the terms and conditions and signed herewith before the witness.

FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE –I

(Description of Total Property)

All that land admeasuring _____ Sq. Mtr. Bearing plot no. _____ sanctioned Scheme Popularly Known as styled as “_____” under construction over all those piece and parcel of land bearing kh. No. 174/2 (New) corresponding to Kh. No. 207/3 (Old), P.H. no. 12-A, Class-I, Jama Rs. 6.23 Khate no. _____ of Mouza-Bokhara, admeasuring 2.25 HR (or 5.38 acres), situated at Mouza – Bokhara, Tahsil and Dist. Nagpur and respective plot is bounded as under:-

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

SECOND SCHEDULE ABOVE REFERRED TO

SCHEDULE –II

(Description of Apartment hereby agreed to be sold)

THAT FLAT NO. _____ (Wing -___) is an _____ facing residential family unit comprising of living room, kitchen cum dining room, 2 rooms and 2 bathrooms, The areas of the said flat are as under;

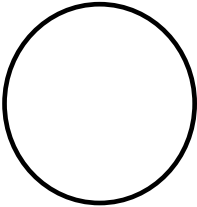
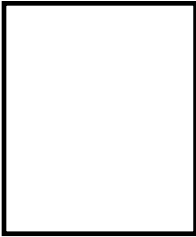
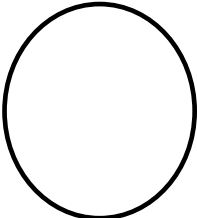
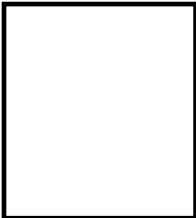
Sr. no.	Particulars	Area in Sq. Mtr
1.	Built Up Area (as per Sanction Map)	
	Built Up Area of Flat	
	Built Up Area of Excess Balcony	
	Total Built Up Area	
2.	Capet Area	
	Capet Area of Flat	
	Capet Area of Enclosed Balcony	
	Capet Area of open balconies	
3.	Balcony Area	
	Open Balcony Area	
	Enclosed Balcony Area	
	Excess Balcony Area in taken in Built up are	
	Total Balcony Area	
4.	Undivided Proportionate Share in Land (Variable)	

The said flat has a share in common areas such as Lobby(sanctioned in built up are) / Staircase /Parking and all common areas together with common share in society room, lift, fire escape etc. The boundaries of the said flat are as under:-

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

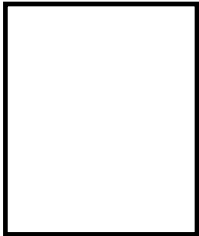
IN WITNESS WHEREOF, the parties hereto have set and subscribed there respective hands to this agreement of sale of Apartment at Nagpur in the presence of following attesting witnesses having understood all the contents herein in vernacular language, signing as such on the day, month and year first above mentioned.

(Drafted by : Adv. Y R Chandwadkar)

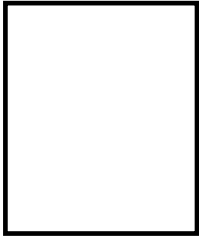
SR. No.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME PURCHASER & VENDOR
01			M/s. SUPREME URBAN REALITIES PRIVATE LIMITED through it director Mr. MURTAZA HAMZA KOTHAWALA VENDOR
02			MR/MRS.----- PURCHASER

WITNESSES :

(1) _____



(2) _____



Schedule -A - “SPECIFICATIONS”

Structure	:	R.C.C frame Structure
Wall	:	External wall __ thick and internal wall ____ thick of brick masonry
Plaster	:	Internal: ____mm thick, Smooth plain plaster External: Sand Faced Cement plaster
Windows	:	Powder coated Aluminum sliding window with Ms Grills and with Mosquito net and Marble sill
Kitchen	:	Granite top kitchen otta with stainless steel Sink And glazed ceramic tile up to 2.0 ft height above platform
Toilets	:	Tiles of branded quality in dado utp 7 ft height, anti-skid Tiles in flooring
Sanitary ware:		Parryware or Hindware or equivalent
Bath Fittings :		jaquar or Parryware or Hindware or equivalent
Electrification:		concealed wiring with PvC conduits, Ac points in drawing Room and master bedroom, modular switches of legrand or polycab or equivalent.
Lift	:	____ lifts shall provided in each building

