

“RAJAT PLAZA”

APARTMENT NO. xxx

Mauza – Ghogli (Gramin), P. H. No. 38, Tah. Nagpur Rural

and District Nagpur

AGREEMENT TO SALE

(VALUED FOR RS. /-)

(RUPEES ONLY)

(MARKET VALUE OF RS. /-)

Stamp Duty Rs. /-, Reg. Fees Rs. /-

Item No. , Page No. , @ /-

THIS **DEED OF AGREEMENT TO SALE** is made on this ____ day of _____, 2024

BETWEEN

REINFORCE INFRA, (PAN NO. ABHFR4291E) Through its Partners
(1) SHRI ANIKET REVNATH KHIRKEKAR, Aged about - 35 Yrs., Occ. – Business, Resident of Plot No. 125A, New Wasundhara Co-op. Housing Society, Besa, Nagpur - 440034, **(PAN NO. BYEPK0374C, AADHAR NO. 8965 8699 7607, MOB. NO. 9975069911)**, **(2) SHRI RAMESH MATARMAL ASUDANI**, Aged about 70 Years, Occ. Business, R/o Plot No. 14, Flat No. 504, Sanskruti Apartment, Shramik Society, Jaripatka, Nagpur, Pin Code 440014, Tahsil & District – NAGPUR **(PAN NO. AAUPA9159L, AADHAR NO. 5125 9678 4191, MOB. NO. 9373125635)** and **(3) SHRI RAVINDRA KISANLAL JAISWAL**, Aged about 65 Years, Occ. Business, R/o 302, Bullet Building, Himanshu Colony, Above SBI, Dadar West, Mumbai, Pin Code 400024, **(PAN NO. AESPJ2814D, AADHAR NO. 7197 9724 1336, MOB. NO. 9819022339)**, Hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR**, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

MR. _____

Aged ____ Years, Occupation - Service,

R/o _____

PAN NO.

ADHAR NO.

MOB. 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/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS the VENDOR abovenamed is the possessor and absolute owner of the ALL THAT Piece and Parcel of land bearing Plot No. 29/1/1Part Land, admeasuring about 0.15 H.R. as per 7/12 Extract and 1489.85 Sq. Mtrs. as per Release Letter bearing Permit No. 581, dated 02.08.2023 and as per Amendment Letter of R. L. dated 24.01.2024, being a portion of the entire land bearing Plot No. 29/1/1Part of Mouza Ghogali (Gramin), P. H. No. 38, situate at Ghogali (Gramin), Nagpur, within the limits of the Besa-Pipla Nagar Panchayat, in Tahsil Nagpur Rural and District – NAGPUR, which is more particularly described in the schedule hereunder written.

WHEREAS, the history of total land bearing Khasra no.29/1 is as follow that, Shri Purushottam Mahadeo Thul and Others were owners of TOTAL LAND bearing Khasra No.29/1, admeasuring 2.42 H.R (5.979 Acres), (24,200 Sq.mtrs) in P.H.No.38, record no.13, with Class I Bhumiswami Right of Mouza - Ghogli (Gra), Situated within the jurisdiction of gram Panchayat Besa, Tah. Nagpur (Gramin), District Nagpur.

WHEREAS since the provisions Urban Land (ceiling & Regulation) Act, 1976 became applicable to the aforesaid land, the above named land owners i.e. Shri Purushottam Mahadeo Thul and Others, jointly filed return/Statement under Section 6 (2) of the U.L.C. Act in the respect of the total land Admeasuring 2.42 Hectares [5.979 Acres] (24,200 Sq. mtrs.) jointly held by them, before Additional Collector & Competent Authority, U.L.C., Nagpur on dated 01-07-2006, vide U.L.C. Case No. 278/2006.

WHEREAS the Additional Collector & Competent Authority, U.L.C., Nagpur, after completing due enquiry and verifying the documents filed by the land owners/declarant's, passed Order under Section 8 (4) of the Urban Land (ceiling & Regulation) Act, 1976 on dated 01-07-2006, and declared that from and out of total land admeasuring 24,200 Sq. Mtrs., each land owner/declarant is entitled to hold 1500 Sq.mtrs. Land, as Retainable land ie. the declarant's are jointly entitled to hold (1500 Sq. mtrs. x 9) 13500 Sq.mtra land as Retainable land and 10,700 Sq.mtrs. land as Surplus vacant land.

WHEREAS later on the above named land owners/ declarant's applied for exemption under Section 20 (1) (a) of the Urban Land (ceiling & Regulation) Act, 1976 in accordance with the revised guide lines, issued by the State Government under Talegaon - Dabhade pattern in respect of surplus/Vacant land held by them for providing Plots and/or construction of Tenements etc. for weaker sections of the society in accordance with the special dispensation issued by Government Resolution, Housing & Special Assistance Department. No, CSC/ULC/1091/(3977) D-XIII, dated 15-01-1992.

WHEREAS, in exercise of the powers conferred upon it, the Government of Maharashtra, acting through the Additional Collector & Competent Authority, U.L.C. Nagpur and Ex-Officio under Secretary to the Government in Housing and Special Assistance Department, mantralaya, Mumbai exempted the surplus / Vacant land under section 20 (1) (a) of the Urban Land (ceiling & Regulation) Act, 1976 under Talegaon Dabhade pattern from the provisions of chapter III of the said Act for the purpose of providing Plots, Core Houses, Apartments, Tenements etc. For weaker sections of the society vide it's Order No. A.T.P./U.L.C./T.D. (888)/2006/1660, dated 31-07-2006.

WHEREAS the tentative Layout plan of the proposed Residential layout to be developed on the said land bearing Kharsa No. 29/1 Of Mouza- Ghogali, Tahsil & District, Nagpur (Gramin) is sanctioned by the Additional Collector & Competent Authority, (U.L.C.) Nagpur and assistant Town Planner (U.L.C.), Nagpur in pursuance of A.T.P./U.L.C./ T.D. (888)/2006/1660, dated 31-07-2006.

WHEREAS the said land has been converted for Non Agriculture use, by order of Honable Collector Nagpur, vide its order dated 13/02/2007, in revenue case no.691/N A P/34/2006-2007.

WHEREAS later on SHRI BABULAL ROSHANLAL, PATNI, proprietor M/ PATNI KHAL ESTATE herein purchased the entire said property comprising Retainable & Surplus land from 1) Shri Purushottam S/o Mahadeo Thul. 2) Shri Ashok S/o Mahadeo Thul 3) Uttam s/o Mahadeo Thul, and 4) Smt. Panchulabai W/ Ramesh Fusate, all Residence of Manewada, Nagpur, they being the Vendors / Sellers and 1) Master Sachin S/o Ashok Thul, 2) Master Ashish S/o Ashok Thul, 3) Miss Kiran D/o Purushottam Thul, 4) Miss Amrapali D/o Purushottam Thul, and 5) miss Pallavi D/o Purushtotam Thul, all residents of Manewada, Nagpur, they being the Confirming Party/Consenters by virtue of a Sales Deed which is duly registered at Serial

No. 5529/2006 on dated 17-11-2006, in the office of Sub-Registrar No. 10, Nagpur (Gramin).

WHEREAS the Non Agriculture Order has been cancelled by order of Hon'ble Collector Nagpur on 17/03/2010, in case no.37/601. However after cancellation of Non- Agriculture Order, the tentative Layout plan Stands Cancelled.

WHEREAS the SHRI BABULAL ROSHANLAL PATNI, proprietor M/S PATNI REAL ESTATE through power of attorney holder/s herein has sold maximum portion of land as per different sale-deeds, and the remaining portion of land admeasuring 0.32 H.R, was marked and known as Khasra no.29/1/1, having separate 7/12, in the name of SHRI BABULAL ROSHANLAL PATNI, proprietor M/S PATNI REAL ESTATE.

WHEREAS the said M/S PATNI REAL ESTATE, through partner Shri Babulal Roahanlal Patni, through P.O.A. Shri Atul Dilip Thakral lateron sold out All that piece and parcel of land admeasuring 0.15 H.R, having land revenue 1.77, being portion of land bearing Khasra No. 29/1/1, Total Admeasuring 0.32 H.R., having total land revenue 3.78, with Class I Bhumiswami Rights, kahte, kra.1439, Situated at Mouza - Ghogli (Gra), P. H. No. 38, Tah. Nagpur (Gramin), District Nagpur, by way of sale to M/s Shri Hari Realities through its Partners, vide Sale-Deed Dated: 24/03/2021, duly registered in the office of sub registrar Nagpur (Gramin) 10, at serial no.5814 of even date. A Correction deed dated 20.07.2021 which is duly registered in the office of Sub-Registrar, Nagpur Rural-10 at Sr. No. 11264 in respect of correction of boundaries.

WHEREAS the M/s Shri Hari Realities through its Partners lateron sold out All that piece and parcel of land admeasuring 0.15 H.R, having land revenue 1.77, being portion of land bearing Khasra No. 29/1/1, Total Admeasuring 0.32 H.R., having total land revenue 3.78, with Class I Bhumiswami Rights, kahte, kra.1439, Situated at Mouza - Ghogli (Gra), P. H. No. 38, Tah. Nagpur (Gramin), District Nagpur, by way of sale to Shri Ravindra Kisanlal Jaiswal, Shri Rajat Ravindra Jaiswal and Smt. Anamika Jaiswal alias Kumari Anamika Ravindra Jaiswal, the VENDORS hereinabove named vide Sale-Deed Dated: 20/072021, duly registered in the office of sub registrar Nagpur (Gramin) 10, at serial no. 11265 of even date.

WHEREAS the said Shri Rajat Ravindra Jaiswal and Smt. Anamika Jaiswal alias Kumari Anamika Ravindra Jaiswal lateron executed a General

Power of Attorney dated 13.09.2023 in favour of Shri Ravindra Kisanlal Jaiswal to do all the acts, deeds on behalf of us and same is duly registered in the office of Sub-Registrar, Nagpur-5 at Sr. No. 5469 on even date.

AND WHEREAS the said entire land bearing Plot No. 29/1/1 Part, admeasuring 1499.8610 Sq. Mtr. is converted into Non-Agricultural Residential purpose by Tahsildar, Nagpur (Rural) vide Order dated 12.10.2023 in Revenue Case No. 60/NAA-48/2023-2024.

WHEREAS the said M/S PATNI REAL ESTATE, through partner Shri Babulal Roahanlal Patni, through P.O.A. Shri Atul Dilip Thakral lateron sold out the said All that piece and parcel of land admeasuring 0.15 H.R, having land revenue 1.77, being portion of land bearing Khasra No. 29/1/1, Total Admeasuring 0.32 H.R., having total land revenue 3.78, with Class I Bhumiswami Rights, kahte, kra.1439, Situated at Mouza - Ghogali (Gramin), P. H. No. 38, Tah. Nagpur (Gramin), District Nagpur, originally belonged to Shri Ravindra Kisanlal Jaiswal and others vide Sale-Deed Dated: 24/03/2021, duly registered in the office of sub registrar Nagpur (Gramin) - 10, at Serial No. 5814 of even date.

WHEREAS the said Shri Ravindra Kisanlal Jaiswal and others applied to Besa-Pipla Nagar Panchayat for the release of the Plot No. 29/1/1Part Land and the Besa-Pipla Nagar Panchayat released the same vide Permit No. 581, dated 02.08.2023. As per the said Release Letter, the area of Plot No. 29/1/1Part Land decided and declared as 1499.8610 Sq. Mtrs. But Amendment in area and boundaries of the said plot, the Besa-Pipla Nagar Panchayat has issued an Amendment Letter dated 24.01.2024. As per the said Amendment, the area of Plot No. 29/1/1Part decided and declared as 1489.85 Sq. Mtrs.

WHEREAS the said Shri Ravindra Kisanlal Jaiswal and others lateron sold out the said ALL THAT Piece and Parcel of land bearing Plot No. 29/1/1Part Land, admeasuring about 0.15 H.R. as per 7/12 Extract and 1489.85 Sq. Mtrs. as per Release Letter bearing Permit No. 581, dated 02.08.2023 and as per Amendment Letter of R. L. dated 24.01.2024, being a portion of the entire land bearing Plot No. 29/1/1Part Land of Mouza Ghogali (Gramin), P. H. No. 38, situate at Ghogali (Gramin), Nagpur, within the limits of the Besa-Pipla Nagar Panchayat, in Tahsil Nagpur Rural and District – NAGPUR by way of sale to **Reinforce Infra, Through Its Partners (1) Shri Aniket Revnath Khirkekar, (2) Shri Ramesh Matarmal Asudani And (3) Shri Ravindra Kisanlal Jaiswal**, the VENDOR hereinabove named by a Sale

Deed dated 01.02.2024 which is duly registered in the office of Sub-Registrar, Nagpur-7 at Sr. No. 1318 on even date.

WHEREAS the said VENDOR has accordingly prepared a plan of a multistoried building constructed on the said plot and to be known and styled as **“RAJAT PLAZA”** which is duly sanctioned and approved by the Chief Officer, Besa-Pipla Nagar Panchayat, Vide Building Permit No. 264732, Permit No. BPNM/B/2024/APL/00225, dated 02.07.2024; AND

WHEREAS the Vendor/Developer lateron has purchased the TDR from Shri Nagorao Govindrao Khadse by Transfer Deed dated 23.07.2024 which is duly registered in the office of Sub-Registrar, Nagpur-7, at Sr. No. 9573 on even date and thereafter accordingly the building map was also revised by Nagar Panchayat Besa-Pipla vide Revised Permit No. 278973, Permit No. BPNM/RB/2024/APL/00006, dated 11.10.2024.

WHEREAS, the Vendor/Developer does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the Vendor is in possession of the project land and the Vendor/Developer is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the Vendor/Developer has proposed to construct on the project land having the said multistoried “Wing-A” building consisting of the Ground Floor and Six Upper Floors. The entire Ground Floor is meant for stilt parking area. There are 1 (One) Shop and Parking on GROUND FLOOR and 4 (Four) Apartments each on FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR, FIFTH FLOOR and SIXTH FLOOR. Thus there are in all 25 (Twenty Five) independent and self-contained separate Apartments in the said “Wing-A’ Building.

WHEREAS, the Vendor/Developer has proposed to construct on the project land having the said multistoried “Wing-B” building consisting of the Ground Floor and Five Upper Floors. The entire Ground Floor is meant for stilt parking area. There are stilt Parking on GROUND FLOOR and 4 (Four) Apartments each on FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH FLOOR FIFTH FLOOR and SIXTH FLOOR. Thus there are in all 24 (Twenty Four) independent and self-contained separate Apartments in the said “Wing-A’ Building

WHEREAS, the Vendor/Developer 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;

WHEREAS, the Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No. _____, dated _____** authenticated copy is attached herewith;

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

WHEREAS, on demand from the Purchaser(s), the Vendor/Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Developer's Architect _____ of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser(s) has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor/Developer. Purchaser(s) also verified the same from the website of the RERA as uploaded by the Vendor and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor/Developer to sell the same on ownership basis. The Purchaser(s) hereby confirms that the Vendor/Developer has produced for inspection to the Purchaser(s), all information and documents and has made full and true disclosure as demanded by the Purchaser(s) and the Purchaser(s) is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/Developer;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor/Developer, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been annexed hereto;

WHEREAS, the authenticated copies of the plans of the Building Plans as sanctioned and approved by the local authority have been annexed hereto;

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser(s) have been annexed;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor/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;

WHEREAS, 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 Dated 10.07.2024, which is duly registered in the office of the Sub Registrar Nagpur-7 in Book No.1 at Sr. No. 9045 on even date and due to revised building map, the said Vendor/Developer has executed a Correction Deed to Deed of Declaration dated 13.10.2024 which is duly registered in the office of the Sub Registrar Nagpur-5 in Book No.1 at Sr. No. _____ on even date and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title;

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

WHEREAS, the Purchaser has applied to the Vendor for purchase of **Apartment No. _____ on _____ FLOOR** in the "Wing A/Wing B" Building to be constructed thereon and the know _____ n and styled as "**RAJAT PLAZA**".

WHEREAS, the **said Apartment No. ____ having Carpet area of _____ Sq. Mtrs., built up area _____ Sq. Mtrs., Open Balcony area of _____ Sq. Mtrs., Terrace area of _____ Sq. Mtrs., Staircase area of _____ Sq. Mtrs., Common area of _____ Sq. Mtrs., Parking area of _____, Super Built up area of _____ Sq. Mtrs. (_____ Sq. Ft.), on the _____ FLOOR** 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;

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;

WHEREAS, prior to the execution of these presents the Purchaser(s) have paid to the Vendor/Developer a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/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 by RTGS No. _____, Dated _____,

Drawn on _____, Nagpur, the receipt whereof is hereby acknowledged by the Vendor/Confirming Party.

Rs. /- (Rupees Only)

(the payment and receipt whereof the Vendor/Developer both hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the Vendor/Developer the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Registered Serial No. _____, Dated _____** authenticated copy is attached herewith;

WHEREAS, under section 13 of the said Act the Vendor/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/Developer hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of the said building consisting of Ground Floor and Six Upper Floors. The entire Ground Floor is meant for stilt parking area. There are 5 (Five) Apartments each on the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH FLOOR. Thus, there are in all 30 (Thirty) independent and self-contained separate Apartments in the said Building to be constructed by the Vendor/Developer on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a i) The Purchaser(s) hereby agrees to purchase from the Vendor/Developer and the Vendor/Developer hereby agrees to sell to the Purchaser(s) **Apartment No. ____ having Carpet area of _____ Sq. and Parking Area of Length_____ Mtrs x Breadth _____ Mtrs. equal to _____Sq. Mtrs.** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof annexed hereto for the total sale consideration of **Rs. _____/- (Rupees _____ ONLY)** which includes: -

Rs. _____/- (Rupees _____ ONLY) towards cost of Apartment includes being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities.

(ii) The Purchaser(s) hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee garage bearing No.____ admeasuring _____ Sq. Ft.

having _____ Ft. Length x _____ Ft. Breadth x _____ Ft. vertical clearance and situated at Basement and or stilt and/or podium being constructed in the Layout for the consideration of Rs. _____/-. The Allottee hereby agrees to purchase from the Owner / Developer / Promoter and the Owner / Developer / Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No/s _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

(iii) The Purchaser(s) hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee covered parking space bearing Nos. _____ admeasuring _____ Sq. Ft. having _____ Ft. Length x _____ Ft. Breadth x _____ Ft. vertical clearance and situated at _____ Basement and or stilt and/or _____ podium 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 Rs./-

1.c) The Allottee 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 Vendor the balance amount of Rs. _____/- (Rupees _____ Only) and shall be deposited in **RERA Designated Collection Bank Account No. 749905002554**, ICICI Bank, Manish Nagar Branch, Nagpur having IFS Code No. ICICI0007499 situated at Shop No. 06 and 07, 'Shanti Park', Shanti Heights, Besa Road, Manish Nagar, Nagpur – 440015. In addition to the above bank account. I/We have opened in the same Bank, **RERA Designated separate Bank Account and RERA Designated transaction bank account having Account No. 749905002553 and 749905002555 respectively; Rs. _____/-** towards cost of Apartment, cost of Infrastructure and the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the following manner.

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

MANNER OF PAYMENT :

Rs. _____/- (Rupees _____) Only (Not exceeding 30% of total consideration) paid by the Purchaser to the Vendor by Cheque No. _____,

Dated _____, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____/- (Rupees _____) Only (Not exceeding 45% of total consideration) agreed to be paid by the Purchaser to the Vendor on completion of Plinth.

Rs. _____/- (Rupees _____) Only (Not exceeding 70% of total consideration) agreed to be paid by the Purchaser to the Vendor on completion of RCC Work.

Rs. _____/- (Rupees _____) Only (Not exceeding 75% of total consideration) agreed to be paid by the Purchaser to the Vendor on completion of individual Brick work, Internal Plaster, Flooring and Door fittings.

Rs. _____/- (Rupees _____) Only (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.

Rs. _____/- (Rupees _____) Only (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 water proofing, of the building or wing in which the said Apartment is located.

Rs. _____/- (Rupees _____) Only (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.

Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or Completion certificate.

Rs. _____/- (TOTAL RUPEES _____) ONLY.

1. d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor/Developer) up to the date of handing over the possession of the said Apartment. The Purchaser(s) specifically agrees to pay to the Vendor/Developer all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor/Developer indemnified against the same. In the event of modification of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser(s). It shall be obligatory on the part of Purchaser(s) to pay the amount of GST as may be applicable at the time of execution of this agreement) etc. simultaneously with the payment of each installment.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor/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/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.f The SELLER/PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEES by discounting such early payments as allowable under the Rera Act per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEES by the SELLER/PROMOTER.

1.g THAT, the Vendor/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/Developer. If there is any reduction in the carpet area beyond the defined limit, then the Vendor/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/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.h The Purchaser(s) do hereby authorizes the Vendor/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor/Developer may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Vendor/Developer to adjust her/his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further sub divided in to multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 (i) The PROMOTER 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 ALLOTTEES/PURCHASER/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 THAT, Time is essence for the Vendor/Developer as well as the Purchaser(s). The Vendor/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/Developer as provided in clause 1 (c) herein above. (**"Payment Plan"**).

3. The Vendor/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/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/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 Purchaser(s) has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Developer only.

4.1 If the Vendor/Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s), the Vendor/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/Developer, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser(s) to the Vendor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor/Developer.

4.2 Without prejudice to the right of Vendor/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/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/Developer shall at his own option, may terminate this Agreement:

Provided that, Vendor/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 and/or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor/Developer within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IP SO FACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer shall refund to the Purchaser(s), subject to deduction of a sum of **Rs. 1,00,000/- (Rupees One Lakh) 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/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 SELLER/PROMOTER in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The SELLER/PROMOTER shall complete the building project on or before and the SELLER/PROMOTER shall give possession of the Apartment to the ALLOTTEES on or before If the SELLER/PROMOTER fails or neglects to give possession of the Apartment to the ALLOTTEES on account of reasons beyond his control and of his agents by the aforesaid date then the SELLER/PROMOTER shall be liable on demand to refund to the ALLOTTEES the amounts already received by them 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 SELLER/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee 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/Developer to the Purchaser(s) intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Purchaser(s) to take Possession of Apartment : Upon receiving a written intimation from the Vendor/Developer as per clause (7.1) the Purchaser(s) shall take possession of the Apartment from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor/Developer 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

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. 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. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing along with land in which the said Apartment is situated.

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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, 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or

instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/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.
- (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 be 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.

14. The Purchaser(s) or herself/himself/themselves with intention to bring all persons into whose 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(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

(iv) To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the 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(s) 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 goodtenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/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.

15. 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.

15.A In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment."

16. 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.

17. 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.

18. 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.

19. 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(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/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.

20. 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.

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) / SUBSEQUENT PURCHASER(S) : 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 Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER 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/Plot] to the total carpet area of all the Apartment in the said Project.

25. 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.

26. 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.

27. 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.

28. 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 :

MR. _____

Aged _____ Years, Occupation - Service,

R/o _____

PAN NO.

ADHAR NO.

MOB. NO.

(Address of PURCHASER)

REINFORCE INFRA,

(PAN NO. ABHFR4291E)

Through its Partners

(1) SHRI ANIKET REVNATH KHIRKEKAR,

Aged about - 35 Yrs., Occ. – Business,

Resident of Plot No. 125A, New Wasundhara

Co-op. Housing Society, Besa, Nagpur - 440034,

(PAN NO. BYEPK0374C)

(AADHAR NO. 8965 8699 7607)

(MOB. NO. 9975069911)

(2) SHRI RAMESH MATARMAL ASUDANI,

Aged about 70 Years, Occ. Business,

R/o Plot No. 14, Flat No. 504, Sanskruti

Apartment, Shramik Society, Jaripatka,

Nagpur, Pin Code 440014, Tahsil & District – NAGPUR

(PAN NO. AAUPA9159L)

(AADHAR NO. 5125 9678 4191)

(MOB. NO. 9373125635)

(3) SHRI RAVINDRA KISANLAL JAISWAL

Aged about 65 Years, Occ. Business,

R/o 302, Bullet Building, Himanshu Colony,

Above SBI, Dadar West, Mumbai, Pin Code 400024,

(PAN NO. AESPJ2814D)

(AADHAR NO. 7197 9724 1336)

(MOB. NO. 9819022339),

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

29. JOINT PURCHASER(S) : In case there are Joint Purchaser(s) 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).

30. 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).

31. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. 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.

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

-: FIRST SCHEDULE REFERRED TO ABOVE :-

THE Undivided % share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 29/1/1 Part Land, admeasuring about 0.15 H.R. as per 7/12 Extract and 1489.85 Sq. Mtrs. as per Release Letter bearing Permit No. 581, dated 02.08.2023 and as per Amendment Letter of R. L. dated 24.01.2024, being a portion of the entire land bearing Plot No. 29/1/1 Part of Mouza Ghogali (Gramin), P. H. No. 38, situate at Ghogali (Gramin), Nagpur, within the limits of the Besa- Pipla Nagar Panchayat, in Tahsil Nagpur Rural and District – NAGPUR and bounded as under :-

On The East - Kh. No. 29/1
On The West - 9.00 Mtrs Wide Road
On The North - Kh. No. 29/1
On The South - 13 Mtrs Wide Road

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **Apartment No. ____**
having Carpet area of _____ Sq. Mtrs., built up area _____ Sq.
Mtrs., Open Balcony area of _____ Sq. Mtrs., Terrace area of _____
Sq. Mtrs., Staircase area of _____ Sq. Mtrs., Common area of _____
Sq. Mtrs., Parking area of _____, Super Built up area of _____
Sq. Mtrs. (_____ Sq. Ft.), on the _____ FLOOR of a “Wing
A/Wing B” Building to be known and styled as “**RAJAT PLAZA**”
proposed to be constructed on the aforesaid Plot of land.

A) Description of the common area provided :-

Type of Common Areas provided	Proposed Date of Occupancy Certificate 12	Proposed Date of handover for use	Size/area of the common areas Provided
1) Stilt Parking	31-12-2027	31-03-2028	844.200 SQ.MT.
2) Open Margin Space	31-12-2027	31-03-2028	645.620 SQ.MT.

3) Lift for Passenger	31-12-2027	31-03-2028	-
4) Lift for Fire Escape	31-12-2027	31-03-2028	WING A 2.880 SQ.MT. WING B 2.880 SQ.MT.
5) Entrance Lobby	31-12-2027	31-03-2028	WING A 9.056 SQ.MT. WING B 9.056 SQ.MT.
6) Open Terrace	31-12-2027	31-03-2028	WING A 25.080 SQ.MT. WING B 25.080 SQ.MT.
7) Staircase	31-12-2027	31-03-2028	WING A 143.22 SQ.MT. WING B 143.22 SQ.MT.
8)Compound Wall with 2 Gate	31-12-2027	31-03-2028	160.560 MT. LENTH

B) Facilities/Amenities provided /to be provided within the building including in the common area of the buildings.

Type of Facilities/ amenities	Phase Name/Number	Proposed Date of Occupancy	Proposed Date of handover	Size/area of of the	First Utilized orr free of FSI
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provided		Certificate	to the	facilities/	
			Society/Common	amenities	
moduler kitchen, pop, cctv camera in parking premises,	only 1 unit	31-03-2028	31-03-2028		

E) DETAILS AND SPECIFICATIONS OF THE LIFTS :-

Type Lift (Passangers/service/s Tretcher / goods/fire Evacuation/any other	Total No. of Lifts provided	Number of Passanger or carrying capacity in weight (Kg)	Speed (Mtrs/sec)
Kone lift	2	8 Passanger 544 KG	1 mtr per sec

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

Drafted By :-

REINFORCE INFRA

(1) SHRI ANIKET REVNATH KHIRKEKAR

(2) SHRI RAMESH MATARMAL ASUDANI

(3) SHRI RAVINDRA KISANLAL JAISWAL
VENDORS

(MR. _____)
PURCHASER

WITNESSES :-

1) _____

2) _____