Ref No:- AL/GOKUL-…..

Date:-

ALLOTMENT LETTER

To,

……
……

Sub: ……

Dear Sir/Madam,

We, at **RADHA MADHAV DEVELOPERS**, welcome you to be a part of **VRINDAVAN FAMILY** and hope for a long term relationship with your esteemed self.

As agreed & signed in the booking form …….. date ……, we hereby allot you and / or to your nominee the Unit no. **GOKUL-……., ……BHK APARTMENT admeasuring saleable area [SBUP] of …….. sq.ft., in the Township "VRINDAVAN"** under construction on the following terms and conditions.

a) You or your nominee shall pay us a total sum of **Rs. ……/-(Rupees ……Only)** toward the basic cost of said Apartment bearing no **GOKUL-** ……

b) The completion and transfer of the said **Unit No. GOKUL-……** by the Company is subject to the availability of cement, steel, water and other Township materials and subject to strikes, civil commotion or any act of God, such as earthquake, flood or any other natural calamity and restrictions imposed by the local or Sanctioning or District Authorities or other causes beyond the control of the Company.

c) The said amount of **Rs. ……/-** shall be paid in installments as under:

MILSTONE NAME	DESCRIPTION	AMOUNT	SERVICE TAX	TOTAL
Booking Amount	UNIT CHARGE			
Down Payment	Development Charges - Apartment			
Down Payment	VAT 1%			
Down Payment	Legal Charges			
Down Payment	Stamp Duty			
Down Payment	Court Fees with Nearest 10			
Down Payment	UNIT CHARGE			
Plinth	UNIT CHARGE			
1st floor Slab	UNIT CHARGE			
2nd floor slab	UNIT CHARGE			
3rd floor Slab	UNIT CHARGE			
4th floor Slab	UNIT CHARGE			
5th floor Slab	UNIT CHARGE			
6th floor Slab	UNIT CHARGE			
Brick Work + Plastering	UNIT CHARGE			

Possession	Electric Meter			
Possession	Water Connection Chagres			
Possession	Cluster Maintenance			
Possession	Developmen t Charges - Apartment			
Possession	Township Maintenanc e			
Possession	UNIT CHARGE			
	TOTAL			

d) You or your nominee shall be required to sign and execute an Agreement to Sale with the Company containing detailed terms and conditions for the sale of the said **Unit No. GOKUL-.....** and the terms and conditions laid down in the Agreement to Sale will be binding on both parties.

e) The allotment is in accordance with the terms & conditions laid down in application form duly signed and the allottee has accepted the same after reading, understanding and agreeing to the same and further undertakes to abide by the said terms and conditions.

The standard company's Agreement to Sale as required shall be drawn up and signed between us immediately after this letter of allotment.

Yours truly,

For RADHA MADHAV DEVELOPERS

Authorised Signatory

I/ We Accept & confirm what is stated above

AGREEMENT TO SALE

Valued Rs. _____/-

Government Value Rs. _____/-

Stamp Duty Rs. _____/-

Registration Fees Rs. _____/-

THIS AGREEMENT IS MADE AT _____ ON THIS _____ DAY OF _____ 2017

BETWEEN

M/S RADHA MADHAV DEVELOPERS, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, bearing its Registration No. NGP-122220/2011-12, PAN No. AAJFR4038G, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 49 years, Occupation: Business, having office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, hereinafter referred as **"The Owner/Developer"** (which expression shall unless it be repugnant to the context & meaning thereof be deemed to mean & include its successors-in-title & assigns) of the **FIRST PART.**

AND

_____, aged about ____ years, PAN No. _____, Occupation: _____, R/o _____ _____, hereinafter called **"The Purchaser/s"** (which expression shall unless it be repugnant to the context or meaning thereof deem to mean & include their legal heirs, executors & administrators of the **SECOND PART.**

A. **WHEREAS** ALL THAT piece & parcel of land bearing Survey No. 38, P.H. No. 48, jointly admeasuring about 1.70 HR of Mouza Wagdhara is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 30.07.2007, which was duly registered before the Jt. Sub-Registrar, Hingna in Book No. 1 at Sr. No. 4524; (hereinafter referred '**said property**');

B. **AND WHEREAS** the Owner/Developer thereafter converted the entire land as above said into a non-agricultural residential use in accordance with the order passed by the Collector, Nagpur u/s 44(1) of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 125/NAP-34/2013-2014 dated 31.01.2014 AND the Collector, Nagpur modified said order on 06.06.2014. In the mean time the layout plan in respect of the above said non-agriculture land was also sanctioned by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. **AND WHEREAS** the Owner/Developer decided to develop the property into a residential estate by constructing high rise buildings containing 1 – 2 BHK self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust, eventually said building plan was sanctioned vide Building Permit dated 08.04.2015 bearing No. EE(Metro)/1687. This building sanction was specifically granted to the Owner/Developer for construction of 1 – 2 BHK self-contained apartments, shops and office blocks with total permissible built-up area admeasuring about 16503.897 Sq. Mtrs. (Approximately);

D. **AND WHEREAS** The Owner/Developer also applied for the Environment Clearance of "Vrindavan" from the Environment Department, Mantrayala, Mumbai. The State Level Environment Impact Assessment

Authority considered the proposal of the Owner/Developer in pursuance to EIA Notification – 2006 under screening category 8(b) B1 and after a series of meeting, the State Level Environment Impact Assessment Authority vide communication dated 09.12.2016 bearing No. SEAC-2013/CR-289/TC-2 accorded the Environment Clearance to "Vrindavan" which is valid for a period of 7 years.

E. **AND WHEREAS** The Nagpur Metropolitan Region Development Authority, Nagpur upon receipt of the environmental clearance, referred to above, finally sanctioned the building plans vide Building Permit & Commencement Certificate bearing No. BE(NMRDA)/BP/07 dated 15/05/2017 in respect of **"Gokul"**. The relevant building permit and sanctioned plan are forming part and parcel of this indenture.

F. **AND WHEREAS** The Owner/Developer submitted that said property, known & styled as **"GOKUL"** to the provisions of Maharashtra Apartments Ownership Act, 1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 17.04.2015, which was duly registered before Jt. Sub-Registrar, Hingna in Book No. 1 at Sr. No. 1928, Since some errors have been erupted in above referred Deed of Declaration, including the nomenclature of the apartment numbers, the same came to be corrected by executing and registering a Deed of Correction to Deed of Declaration on 19.11.2015, which was duly registered before the Jt. Sub-Registrar, Hingna in Book No. 1 at Sr. No. 5109;

G. **AND WHEREAS** subsequent to the layout sanction mentioned supra the revenue authorities sub-divided the Kh. No. 38 of Mouza Wagdhara vide order dated 04.08.2016 and accordingly the residential area was renumbered as Kh. No. 38/1;

H. **AND WHEREAS** in the premise aforesaid, the Owner is enjoined to construct residential apartments, commercial shops and office blocks in high rise buildings to be known as "Gokul" in accordance with the plans that have been sanctioned by the Nagpur Improvement Trust & amended from time to time.

I. **AND WHEREAS** the Owner/ Developers has entered into a standard Agreement with an Architect named _____ bearing registration No. _____, registered with the Council of

Architects on _____ and such Agreement is as per the Agreement prescribed by the Council of Architect. AND further the Owner/ Developer appointed structural engineer named _____ _____ for various necessary requirements and Owner/ Developer accepts the supervision of Architect and the structural Engineer till completion of the construction on Kh. No. 38/1;

J. AND WHEREAS the Owner/ Developer has registered the project under the provisions of The Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Registration Authority at _____ bearing No. _____on _____;

K. **AND WHEREAS** the Purchaser/s have demanded from the Owner/Developer & the Owner/Developer has given inspection to the Purchaser/s of all the documents, sanctions & permissions recited hereinabove, the plans, designs & specifications prepared by the Owner's Architects/ structural Engineer in respect of _____. AND the Purchaser/s has/have also been appraised with the authentic copy of the Title Verification and Search Report issued by Advocate. The Purchaser/s hereby expressly confirm/s that he/she/they has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms & conditions contained in the documents Orders, layout scheme/project including the rights & entitlements available to & reserved by the Owner/Developer contained in these presents;

L. **AND WHEREAS** Purchaser/s being fully satisfied in respect of the title of the Owner/Developer to said property along with the necessary documents which enable the Owners/ Developer to develop said property, some of them are forming the part and parcel of this document. approached the Owner/Developer for purchase of _____, on _____ Floor in Block No. _____, having carpet area admeasuring about _____ sq. mtrs., covered in _____ Bedroom, _____ Kitchen & ___ Hall alongwith Latrine & bath togetherwith _____% undivided proportionate share and interest in land,/ equivalent to _____ sq. mtrs. (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**Gokul**" being the part of projected tiled VRINDAVAN to be constructed on said property &

delineated on the floor plan annexed hereto & thereon & more particularly described in the Second Schedule hereunder written (hereinafter called "**said shop/apartment**")

M. **AND WHEREAS** the parties herein 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;

N. The Purchaser/s hereby agree/s to purchase from the Owner/Developer & the Owner/Developer hereby agrees to sell to the Purchaser/s _____, on _____ Floor in Block No. _____, having carpet area admeasuring about _____ sq. mtrs., **(balcony/ open terrace/ exclusive terrace area admeasuring about _____ sq. mtrs.)** contained in _____ Bedroom, _____ Kitchen & ___ Hall alongwith Latrine & bath togetherwith _____% undivided proportionate share and interest in land,/ equivalent to _____ sq. mtrs. (inclusive of all utility areas) on "as is where is basis" in the cluster known as "Gokul" being the part of projected tiled VRINDAVAN & more particularly described in the Second Schedule hereunder written (hereinafter referred to as "said _____") at & for the aggregate consideration of **Rs. _____/- (Rupees _____Only)** (hereinafter referred to as "**said purchase price**") including the proportionate price of the common areas & facilities appurtenant to said shop/apartment;

O. **AND WHEREAS** u/s 13 of the said Act, the Owner/ Developer is required to execute a written agreement for sale in respect of shop/bungalow/twin bungalow/row house/apartment with the Purchaser/s being in fact these presents and also to register said Agreement under the Registration Act, 1908.

P. In accordance with the terms and conditions set out in this Agreement and mutually agreed upon by and between the parties, the Owner/ Developer agrees to sell and the Purchaser/s hereby agree/s to purchase the shop/bungalow/twin bungalow/row house/apartment No.

_____ alongwith covered/uncovered/ stilt parking No. _____;

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED, RECORDED BY & BETWEEN THE PARTIES HERETO AS UNDER:

1) The Owner/ Developer shall construct the entire construction in the form of shop/bungalow/twin bungalow/row house/apartment, or otherwise consisting of _____ bungalows, _____ twin-bungalows, _____ row-houses, _____ apartments in _____ high rise buildings (each high rise building consists of _____ floors and _____ wing) in accordance with the plans, designs and specifications as approved by the Nagpur Improvement Trust from time to time, provided that the Owner/Developer shall have to obtain prior consent in writing of the Purchaser/s except any alterations or addition required by any Government Authorities or due to change in law.

2) The Purchaser/s hereby agree/s to purchase from the Owner/Developer & the Owner/Developer hereby agrees to sell to the Purchaser/s _____, on _____ Floor in Block No. _____, having carpet area admeasuring about _____ sq. mtrs., (**balcony/ open terrace/ exclusive terrace area admeasuring about _____ sq. mtrs.**) contained in _____ Bedroom, _____ Kitchen & ___ Hall alongwith Latrine & bath togetherwith _____% undivided proportionate share and interest in land,/ equivalent to _____ sq. mtrs. (inclusive of all utility areas) on "as is where is basis" in the cluster known as "_____" being the part of projected tiled VRINDAVAN for a agreed valuable consideration of Rs. _____/- (Rupees _____ Only) Alongwith covered/ uncovered/ stilt parking bearing No. _____ admeasuring about _____ sq. mtrs. (for parking of _____ vehicles) and exclusive utilization of the open terrace appurtenant to said _____, admeasuring about _____ sq. mtrs. for valuable consideration of Rs. _____/- (Rupees _____ Only).

Thus consolidated price for the above said _____ alongwith the rights appurtenant thereto and specifically mentioned in the clause No. (2) above is Rs. _____/- (Rupees _____ Only)

3) The Purchaser/s at the time of booking or thereafter, but prior to execution of this present has/ have paid Rs. _____/- by Cheque/ DD bearing No. _____ dated _____ drawn on _____ (not exceeding 10% of the aggregate consideration) to the Owner/ Developer towards part consideration. And the Owner/ Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser/s;

4) The balance aggregate consideration of Rs. _____/- (Rupees _____ Only) shall be payable by the Purchaser/s in the following manner:

a. Rs. _____/- (being 20% amount of total aggregate consideration) to be paid to Owner/Developer within 15 days after execution of this Agreement;

b. Rs. _____/- (being 15% amount of total aggregate consideration) to be paid to Owner/Developer on completion of the Plinth of the unit or of wing of the unit;

c. Rs. _____/- (being 25% amount of total aggregate consideration) to be paid to Owner/Developer on completion of slabs including podiums and stilts of the building or wing of the unit;

d. Rs. _____/- (being 5% amount of total aggregate consideration) to be paid to Owner/Developer on completion of walls, internal plaster of the unit;

e. Rs. _____/- (being 5% amount of total aggregate consideration) to be paid to Owner/Developer on completion of staircases, lift wells, lobbies upto floor level of said unit;

f. Rs. _____/- (being 5% amount of total aggregate consideration) to be paid to Owner/Developer on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing of the unit;

g. Rs. _____/- (being 10% amount of total aggregate consideration) to be paid to Owner/Developer on completion of water pumps (if required), electrical fittings, electro-mechanical and other requirements, entrance lobby, plinth protection, paving of areas and all other requirements of building or wing of unit ;

h. Rs. _____/- (being 5% amount of total aggregate consideration) to be paid to Owner/Developer at the time of handing over the possession or after receipt of occupancy certificate or completion certificate, whichever is earlier;

The above said consolidated purchase prices is excluding development charges, membership & subscription of club house & other deposits like electric meter, alongwith any other taxes/ duty/fees/deposits/charges to be paid by the Purchaser/s while development of the project. All such taxes, VAT, Service Tax, Cess or CGST/SGST or any other similar taxes which may be levied in connection with the development and construction and the deposits like 3 years advance monthly maintenance charges for the cluster, legal costs, charges and expenses including the professional fees/ legal cost of the advocate, charges towards the external electricity equipment's, installations, transformer or sub-station in Vrindavan shall be paid by the Purchaser/s extra prior to execution and registration of Sale Deed or handing over the possession of the unit, whichever is earlier;

5) The Purchaser/s shall pay stamp duty, registration fees or any such charges which may be required to be paid with the Registrar of Assurances or any such authority in order to register the Agreement and/or Conveyance/Sale Deed in respect of the scheduled 2 property;

6) The consolidated price is escalation free, save and except the escalations due to increase on account of development charges or any other charges payable to the Nagpur Improvement Trust or any such statutory authority by the Owner/Developer from time to time, during the course of development and prior to handing over the possession to the Purchaser/s. The Owner/ Developer undertakes and

agrees that while raising such demand to the Purchaser/s, the documentary evidence (copy) to that effect shall be provided;

7) The Owner/Developer at its risk & responsibility may avail from banks/ financial institutions, further loan/financial assistance for development of said property including said cluster or other buildings in which said premises is situated (but at the time of execution of indenture of Sale said _____ shall be necessarily encumbrances/ charges free) & as a security for the payment thereof it may create security on said property together with said cluster/building/s constructed thereon. The Purchaser/s hereby consent/s to the Owner/Developer availing such loan &/or financial assistance on such terms & conditions as the Owner/Developer may deem fit & proper subject to the repayment thereof with interest by the Owner/Developer.

8) **The Purchaser/s is/are aware and know/s that the Property hereby agreed to be sold by M/s Radha Madhav Developers to them is already mortgaged by M/s Radha Madhav Developers to Punjab & Sind Bank, Central Avenue, Nagpur and all the payments to be made by such purchasers to M/s Radha Madhav Developers shall be by cheque/s or instruments shall be drawn/made as : Pay to : "Punjab & Sind Bank, Central Avenue, Nagpur, A/c : M/s Radha Madhav Developers" and the receipts thereof, shall be issued by M/s Radha Madhav Developers in regular/usual manner. However, Punjab & Sind Bank, Central Avenue, Nagpur, upon receiving all the Sale-consideration from the Purchaser/s or his/her/their financer, shall issue the requisite "No Objection Certificate" and/or "Release Letter" in respect of said Property hereby agreed to be sold to the Purchaser/s for execution and registration of the Sale-Deed in favour of the Purchaser/s; where after, the Purchaser/s can mortgage said Property hereby agreed to be sold; to their financer;**

9) The Purchaser/s authorizes the Owner/ Developer to adjust/ appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/ their name as the Owner/ Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Owner/ Developer to adjust his payment in any manner;

10) The Owner/Developer shall give possession of scheduled 2 property to the Purchaser/s on or before 30/06/2021 or within such mutually extended time as may be agreed by & between the parties hereto and permissible under the Real Estate (Regulation & Development) Act, 2016, subject to payment of the total consolidated price, deposits, chargers statutory or otherwise (as may be enumerated in the forgoing clauses) by the Purchaser/s to the Owner/ Developer.

11) Time is essence for Owner/ Developer as well as Purchaser/s. The Owner/ Developer shall abide by time schedule for completing the project and handing over the unit to the Purchaser/s after receiving entire agreed consideration, occupancy certificate or the completion certificate or both, as the case may be. Similarly the Purchaser/s shall make timely payment of installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/ Developer as provided in clause (4) above;

12) If Owner/ Developer fails to abide by the time schedule and handover the physical possession of the unit purchased by the Purchaser/s herein on the desired date, Owner/ Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the Agreement, interest as specified in the Rules, on all the amounts paid by the Purchaser/s for every month of delay, till the handing over of the possession. The Purchaser/s agree/s to pay to the Owner/ Developer, interest as specified in the Rule on all delayed payments, which becomes due and payable by the Purchaser/s to the Owner/ Developer under the terms of this agreement from the date of said amount is payable by the Purchaser/s to the Owner/ Developer;

13) Without prejudice to the right of the Owner/ Developer to charge interest in terms of clause (14) above, on the Purchaser/s committing default of payment on due date of any amount due and payable by the Purchaser/s to the Owner/Developer under this Agreement (including all the amount including the Taxes, Cess, Levies, Deposits etc) and on Purchaser/s committing three defaults of payment of

installments, the Owner/ Developer shall at his own option, may terminate this Agreement. Provided that, the Owner/ Developer shall give 15 days notice in writing to the Purchaser/s, by RPAD on the address written in this Agreement and mail at email address provided by 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 ratify the breach or breaches mentioned by the Owner/ Developer within the period of notice, then at the end of such notice period, Owner/ Developer shall entitle to terminate the Agreement. Provided further that upon termination of this Agreement as aforesaid, the Owner/ Developer shall refund to the Purchaser/s, after deducting the 20% amount of the consolidated consideration towards liquidated damages, within 30 days from the date of termination of Agreement;

14) The fixtures and fittings with regard to the flooring and sanitary fitting and amenities like one or more lift or price range (if unbranded) to be provided by the Owner/ Developer in said unit or building;

15) **REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER:**

The Owner/ Developer hereby represent and warrants to the Purchaser/s as follows:

a) The Owner/Developer has clear and marketable title with respect to the project land titled "VRINDAVAN"; as declared in the title report appraised by the Purchaser/s. The Owner/Developer has given the details of its title upon the project land are mentioned in the forgoing paragraphs of this Agreement, the copies of all such documents have been handed over to the Purchaser/s and the Purchaser/s have verified the same independently and upon his/her/their satisfaction only the Purchaser/s approached the Owner/Developer for the present transaction. Further the Owner/ Developer has the requisite rights to carry out development upon the project land and also has actual physical and legal possession of the same for implementation of project;

b) The Owner/Developer has lawful rights and requisite approvals from the Nagpur Improvement Trust, which the development

authority in respect of the project land as well as other concerned statutory authorities including but not limited to the Environment Department, Government of Maharashtra, Mantralaya, Mumbai to carry out development of the project and shall obtain requisites approvals from time to time to complete development of the project;

c) The Owner/Developer already mentioned the encumbrances of Punjab & Sind Bank, Central Avenue, Nagpur in the forgoing clauses. However such encumbrances are subject to the payment of the entire consolidated consideration, referred to above with the said bank. Upon full payment of the consolidated consideration, the bank shall issue the No-Dues Certificate in respect of unit purchased by the Purchaser/s and it shall be conveyed to the Purchaser/s encumbrance free, upon compliance of the terms and conditions set out in this present. The Owner/Developer confirms that apart from the above said encumbrances there are no other encumbrances upon the project land and/or unit agreed to be purchased by the Purchaser/s;

d) There are no litigations pending before any Court of law within respect of the project land and/or the unit agreed to be purchased by the Purchaser/s, except disclosed in title report;

e) All approvals, licenses and permits issued by the competent authorities with respect to project land and/or the unit agreed to be purchased by the Purchaser/s 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 of the project land and/or unit agreed to be purchased by the Purchaser/s shall be obtained by following the due process of law and the Owner/ Developer has been and shall at all times, remain to be in compliance with all applicable law in relation to the project, project land, unit agreed to be purchased by the Purchaser/s and common areas;

f) The Owner/Developer has right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

g) The Owner/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 unit agreed to be purchased by the Purchaser/s, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

h) The Owner/Developer confirms that it has not been restricted in any manner whatsoever from selling the said unit to the Purchaser/s in the manner contemplated in this Agreement;

i) At the time of execution of conveyance deed/ sale deed of the unit agreed to be purchased by the Purchaser/s the Owner/ Developer shall handover lawful, vacant, peaceful, physical possession of the unit to the Purchaser/s, subject to fulfillment of the terms and conditions contained in this present;

j) The Owner/Developer had 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 outgoing, whatsoever, payable in respect of unit agreed to be purchased by the Purchaser/s till handing over the possession thereof;

k) 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) has been received or served upon the Owner/ Developer in respect of project land and/or unit agreed to be purchased by the Purchaser/s, except disclosed in title & search report;

l) The Owner/ Developer shall constitute the condominium of the GOKUL and shall constitute the society of Apartment Owners in pursuance to the Deed of Declaration executed and registered

u/s 2 of the Maharashtra Apartment Ownership Act, 1970 or its subsequent correction/ amendment after 51% occupancy/ sale of the units contained in the GOKUL.

16) **THE PURCHASER/S WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE UNIT MAY COME, HEREBY CONVENANTS WITH THE OWNER/DEVELOPER AS FOLLOWS:**

a. To maintain the unit at Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the unit is taken and shall not do or suffer to be done anything in or to the building, cluster in which the unit 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 unit is situated and the unit itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s of any part of VRINDAVAN or storing of which good 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 areas, parking of the VRINDAVAN, including the entrance and in case any damage is caused to any part of VRINDAVAN on account of negligence or default of the Purchaser/s or any person on his behalf, the Purchaser/s shall be liable for the consequence of the breach.

c. To carry out at his own cost all internal repairs to said unit and to maintain the unit in the same conditions, state and order in which it was delivered by the Owner/ Developer and shall not do or suffer to be done anything in or to the unit, its building and/or VRINDAVAN, which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to demolished the unit or any part thereof nor at any time make or cause to be make any addition or alteration of whatever nature in or to the unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains and pipes in the unit, building and/or VRINDAVAN and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect other parts of unit, building and/or VRINDAVAN and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members of the building without prior written permission of the Owner/ Developer and/or the Association;

e. Not to do or permit to be done any action or thing which may render void or voidable any insurance of the project and /or unit/s of the VRINDAVAN or whereby any increased premium shall become payable in respect of the insurance;

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said unit in the compound, roads or any other common area of the VRINDAVAN;

g. Pay to the Owner/ Developer within 15 days from the date of demand his share of security deposits demanded by concerned local authority or Government or giving water, electricity or any other service connection to the unit;

h. After completion of 3 years (common expenses charges paid in advance) to pay maintenance charges or any such common expenses to the Owner/ Developer or the Association on 5th day of every English calendar month without any further delay. The Owner/ Developer and/or the Association are at liberty to decide the maintenance charges, based upon the area of the unit of the Purchaser/s and considering the expenses of the VRINDAVAN prevailing at the relevant time. The Purchaser/s shall not object or any way refuse the payment of the same at any reason;

i. It is specifically clarified to the Purchaser/s that this Agreement is specific & confirmed to said _____ on _____ Floor, Block No. ____, in cluster known & styled as "_____" & all land(s) falling outside the periphery/ boundary of said cluster/building are clearly outside the scope of this Agreement & the Purchaser/s shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building, subject to statutory stipulations such as by Corporation or Government of Maharashtra or any other authority etc.

j. The Purchaser/s shall use said unit or any part thereof or permit the same to be used only for the purpose for which the same has been allotted/ sanctioned, any such deviation may be at his/her/their cost and consequence. In any case the Purchaser/s is duty bound to follow the instruction of the Owner/Developer and/or Association upon such unauthorized use and shall stop the use forthwith once instructed. The Purchaser/s shall use the parking space for their own vehicles only visitors parking in the covered/ stilt parking is not permissible;

k. Until such time as the development of entire project is achieved and completed & the execution of the vesting document is executed in favour of respective purchasers, the Owner/Developer will be entitled at their discretion, to control the management of said cluster/ building & to realize the outgoings & maintenance charges & the terms & conditions of Deed of Declaration shall remain applicable thereto, as if the association has been formed;

l. The Purchaser/s is/are duty bound to abide by the rules, bye-laws and terms as contained in the Deed of Declaration and any amendment/ modification/ correction thereof. The Purchaser/s declare/s and agree/s that he/she/they have gone through the Deed of Declaration and all their amendment/ modification/ correction and understood the same and shall be bound to comply the same at all conditions;

m. Irrespective of disputes, if any, arises between the Owner/Developer & the Purchaser/s &/or said Association, all amounts, contributions & deposits including amounts payable by the Purchaser/s to the Owner/Developer / Association as the case may be under this Agreement shall always be paid punctually by the Purchaser/s to the Owner/Developer & shall not be withheld by the Purchaser/s for any reasons whatsoever;

17) The Owner/ Developer hereby declares that the Floor Space Index available as on the date in respect of Plot No. _____ is _____ sq. mtrs. only and Owner/ Developer has planned to utilize the Floor Space Index of _____. Balance FSI of _____ sq. mtrs. shall exclusively belonged to Owner/ Developer only. Further any increased FSI which may available in future on modification to Development Control Regulations, which are applicable to VRINDAVAN shall also exclusively belong to Owner/ Developer. The Purchaser/s has agreed to purchase the unit based on the proposed construction and sale of unit to be carried out by Owner/ Developer by utilizing the balance/ increased FSI and on declaration/ understanding that such balance/ increased FSI belong to Owner/ Developer only;

18) The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilise & consume the aforesaid FSI, and/or convert the balance FSI into TDR or any other benefit, respectively for construction on any property as may be permitted by law, including on said property, for the purpose of extending said cluster/building thereon, &/or for constructing any new & additional structures & floors thereon, &/or otherwise howsoever, as the Owner/Developer may desire & deem fit & proper;

19) The Owner/ Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the unit to the Purchaser/s obtained from Nagpur Improvement Trust or any such local authority

occupancy and/or completion certificates in respect of the cluster/ plot/ block as the case may be;

20) The Owner/Developer may at any time assign or transfer in whole or in part its rights & obligations in respect of said property &/or said cluster/building provided that such assignment or transfer does not affect or prejudice the rights of the Purchasers herein contained & in such event, the assignee or transferee of the Owner/Developer shall be bound by the terms & conditions herein contained;

21) The Purchaser/s hereby agree/s, undertake/s & covenant/s with the Owner/Developer that neither he/she/they, nor Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owner/Developer under this Agreement or Conveyance thereof, or any other deed, document or writing that may be entered into & executed between the parties including Purchaser/s herein or any other subsequent Purchaser/s of the VRINDAVAN;

22) Until such time as the development of entire said property is completed & the execution of the vesting document is executed in favour of respective Purchaser/s, the Owner/Developer will be entitled at their discretion, to control the management of VRINDAVAN and/or Gokul & to realize the outgoings & maintenance charges & the terms & conditions of Deed of Declaration shall remain applicable thereto, as if the association has been formed;

23) It is understood & agreed by & between the parties hereto that the terrace space available at the high rise buildings shall be available for utilization of the Purchaser/s, however such Purchaser/s are not entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchaser/s shall be construed to be the breach of the terms of Deed of Declaration & such Purchasers may be forced to demolish such construction;

24) Forwarding this Agreement to the Purchaser/s by the Owner/ Developer does not create a binding obligation on the part of the Owner/ Developer or the Purchaser/s until, firstly the Purchaser/s signs

and delivers this Agreements alongwith the payments dues as stipulated in clause (4) above within 30 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 Owner/ Developers. If the Purchaser/s fails to execute and deliver to Owner/ Developer this agreement within 30 (thirty) days from the date of its receipt (by any means, email, RPAD or hard copy by hand delivery) by Purchaser/s, then Owner/ Developers shall serve a notice to the Purchaser/s for ratifying 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;

25) This agreement, alongwith its schedules and annexures, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to said unit;

26) If any provision of this Agreement shall be determined to be void and unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed to be 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 Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement;

27) Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in addition to the instruments and action 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;

28) All letters, notices, circulars, receipts issued by the Owner/Developer as contemplated by & under this Agreement shall be deemed to have been duly served/delivered to the Purchasers & shall discharge the Owner/Developer completely & effectually of its obligations

29) All disputes or differences relating to interpretation or right of party arising out of any of the clause of this agreement or in respect of carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof, shall be settled amicably, in case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of The Real Estate (Regulation and Development) Act, 2016, Rules & Regulations, thereunder;

30) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Court will have the jurisdiction for this Agreement.

31) That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Yaseen Parvez s/o Akhtar Parvez on 23.04.2013, which was duly registered before the Jt. Sub-Registrar, Nagpur-7, in Book No. 4, at Sr. No. 2158 on 23.04.2013 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO

(said land)

ALL THAT of land admeasuring about 9790.12 sq. mtrs. comprising out of Survey No. 38/1 P.H. No. 48, of Mouza Wagdhara, situated at Wagdhara, Tahsil Hingna & District Nagpur & plot of land is bounded as under

ON THE EAST:	Survey No. 39;
ON THE WEST:	Survey No. 37;
ON THE NORTH:	Nallah & Survey No. 248;
ON THE SOUTH:	Nallah.

THE SECOND SCHEDULE ABOVE REFERRED TO

(said _____)

ALL THAT Piece And Parcel of _____, on _____ Floor in Block No. _____, carpet area admeasuring about _____ sq. mtrs., **(balcony/ open terrace/ exclusive terrace area admeasuring about _____ sq. mtrs.)** contained in ___ Bedroom, ___ Kitchen & _____ Hall alongwith Latrine & bath togetherwith _____ undivided proportionate share and interest in land on "as is where is basis" in a cluster known as "_____" being the portion of **"VRINDAVAN"** alongwith **covered parking bearing Parking No. _____ admeasuring bout _____ sq. mtrs. on Basement/ Ground Floor of Building No. _____ or common parking available at the Ground Floor within building No. _____ &** _____ to be constructed on said property as more particularly described in the First Schedule hereinabove written & the apartment is bounded as under:

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(list of common areas and facilities)

1. Water tank on the roof top of each unit.
2. Terrace of the building after consuming the entire balance/ available FSI.
3. Lifts available in each building/ tower;
4. Underground sump/ electric motor, etc;
5. Landscaping.
6. Access to Garden & Play Ground.
7. Electric sub-station/Transformer (if any).
8. Drainage, plumbing network, storm water drain,
9. Street Lights & Lighting systems, other electric installations, electrical poles.
10. Common parking available between the buildings.
11. Drive ways.
12. Temple.

13. Entry Gates of the VRINDAVAN including security cabins.

SPECIFICATIONS

▪ STRUCTURE	-	R.C.C Frame structure
▪ WALLS	-	Outer wall : 150 mm Inner wall: 115 mm in red Bricks/Fly ash
▪ FLOORINGS	-	Vitrified tiles in hall. Semi vitrified tiles in others rooms. Anti- Skid tiles in toilet, colored glazed tiles in dado.
▪ DOORS	-	Entrance door-Single Panel Steel Door with wood finish and Multi-point locking system with single key operation. Other rooms: RCC frame with flush door.
▪ WINDOWS	-	Fully glazed aluminum/ PVC Sliding Windows.
▪ PLASTER	-	12 mm cement plaster in inner wall. Outer sand faced Plaster 15 mm To 22 mm thick.
▪ PAINT	-	Interior OBD on putty finished surface. Exterior water proof cement paint.
▪ KITCHEN	-	L-Shaped green marble platform. Stainless steel sink. Dado over Platform. Provision for exhaust fan.
▪ SANITARY WARE	-	European WC and wash basin.
▪ PLUMBING	-	All plumbing in PVC pipes with chromium plated fittings.
▪ WATER SUPPLY	-	Water supply through overhead water tank.
▪ ELECTRIC	-	Concealed wiring in all rooms, 3-5 points in each rooms and extra power points at appropriate places for refrigerator & geyser.
▪ CABLES	-	Telephone & cable point in living & master bedroom.
▪ LANDSCAPING	-	Landscaping within the premises.

AMENITEIS

- Generator Back-up
- Playing Area for children.

IN WITNESSES WHEREOF, the parties hereto have signed this **AGREEMENT TO SALE** on the date, month, & year first written in the presence of following attesting witnesses.

Drafted By: Adv. Atul Pande

SIGNED AND DELIVERED by the within)
named **OWNER**)
M/S RADHA MADHAV DEVELOPERS)
THROUGH ITS PARTNER)
SHRI RAJESH NAVRANGLAL AGRAWAL)
In the presence of attesting witnesses)

RADHA MADHAV DEVELOPERS

PARTNER

SIGNED AND DELIVERED by the within)
Named, **PURCHASER/S**)
)
)
In the presence of attesting witnesses)

WITNESSES

1.

2.