DEED OF SALE

VALUED FOR Rs. _____ /-

MARKET VALUE Rs. _____ /-

Stamp Duty Rs. /-

Registration Fees Rs. /-

THIS **DEED OF SALE** is made at Nagpur this ___th Day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 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, Occupation: _____, PAN No. _____, R/o. _____ – _____, hereinafter called **"The Purchaser"** (which expression shall unless it be repugnant to the context or meaning thereof deem to mean & include his legal heirs, executors & administrators) of the **SECOND PART**;

WHEREAS:

A. **ALL THAT** piece & parcel of land Bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05. 2012.That the Asst. Director, Town Planning also granted his final approval to the layout plan upon the above said property on 06.01.2012. Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 1 out of the above said sanctioned layout scheme into a residential cum commercial estate by constructing shops/ office blocks/ commercial places/ bungalows/ twin bungalow/row-houses &high-rise buildings containing self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust. That said building plan was sanctioned vide Building Permit No. BE(M)/South/Nagpur(R)/BP-3739/2013030895/225, dated 07.05.2013;

D. The Owner/Developer initially submitted that portion of Plot No. 1, admeasuring about 13,404.137 Sq. Mtrs. alongwith the construction of various independent residential units standing thereon known & styled as "**DEVAKI**" to the provisions of Maharashtra Apartments Ownership Act,

1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 06.06.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7(rural) in Book No. 1 at Sr. No. 2944. The location of said Building/Cluster DEVAKI on said property is delineated on the layout plan annexed hereto. The correction erupted in the original Deed of Declaration have been rectified by executing and registering a Deed of Correction to Deed of Declaration on 24.06.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 3677;

E. The building plan of the DEVAKI was revised & the Nagpur Improvement Trust accorded its sanction and approval to said revision vide building permit No. EE(Metro)/BE(M-1)/809 dated 30.05.2014; Accordingly, in pursuance to the said revision the Deed of Correction/ Amendment to Deed of Declaration was executed on 15.07.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7, in Book No. 1 at Sr. No. 4148. That subsequently in order to remove the errors erupted in the Deed of Declaration or its subsequent correction against a Correction Deed to Deed of Declaration came to be executed on 05.03.2015, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1910. This revised building sanction was specifically granted to the Owner/Developer for construction of 12 Nos. 6-BHK Bungalows, 17 Nos. 3-BHK Twin Bungalows, 25 Nos. of 2-BHK Row House, 34 Nos. of Shops & 156 Nos. 2-BHK apartments divided in 6 independent towers on Plot No 1, with total built-up area admeasuring about 18,747.726 Sq. Mtrs. (approximately);

F. **AND WHEREAS** the Owner/ Developer thereafter applied for the compounding of the structure u/s 52-A of the M.R.T. P. Act, 1966, which was subsequently sanctioned by the office of Asst. Engineer of Compounding Cell of Nagpur Metropolitan Region, Nagpur vide Government Notification dated 07.10.2017 issued u/s 52-A of the M.R.T.P. Act, 1966 r/w Sec. 143 of the M.R.T.P. Act, 1966 vide building permit No. AE Compounding Cell (NMRDA)/BP/02 dated 11.04.2018. Accordingly in pursuance to the said revision the Deed of Correction to Deed of Declaration was executed on 06.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 1 at Sr. No. 12262 on even date. Thus, by virtue of this compounded building permit referred to supra, the initial Building Permit Bearing No. BE (M)/South/Nagpur(R)/BP-3739/201303895/225 dated 07.05.2013 is

seized to operate and subsequent applicable building permit shall be bearing No. AE Compounding Cell (NMRDA)/BP/02 dated 11.04.2018.

G. **AND WHEREAS** in the premises aforesaid, the Owner is enjoying the exclusive rights of construction of residential cum commercial Shop/Office blocks/ Commercial place/Bungalows/ twin bungalow/row-houses & apartments to be known as "DEVAKI" in accordance with the plans that have been sanctioned/ revised/ compounded by the Nagpur Improvement Trust/ Nagpur Metropolitan Region Development Authority.

H. The Owner/Developer has completed the construction of the Shop/Office blocks/ Commercial place/Bungalows/ twin bungalow/row-houses & apartments in "DEVAKI" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

I. 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 Mumbai bearing No. P50500002672 on 02.08.2017;

J. The Purchaser has demanded from the Owner/Developer & the Owner/Developer offered physical inspection to the Purchaser of apartment (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of his apartment. The Purchaser hereby expressly confirm that he has 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 & also satisfied with the quality of construction/s of his apartment and confirm that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

K. The Purchaser being fully satisfied in respect of the title of the Owner/Developer to said property have approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with

_____% undivided proportionate share and interest in land on "as is where is basis" in the cluster known as "**DEVAKI**" being the part of projected tiled VRINDAVAN constructed on said property & delineated on the floor plan annexed hereto & thereon & more particularly described in the Second Schedule hereunder written (hereinafter called "**said unit**") 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 unit;

L. The Purchasers have paid the above said purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share and interest in land on "as is where is basis" in the cluster known as "**DEVAKI**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present said **Apartment No. _____** has been transferred in favour of the Purchaser permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

M. The Purchaser further paid the Service Tax, VAT, GST, Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of said unit to the Owner/ Developer and the Owner/ Developer in turn deposited that payment to the respective authorities.

N. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchaser, as per the settled terms and the Purchaser hereby declare that he has received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchaser that he is satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchaser agrees to take

unconditional possession of said unit from the Owner/Developer. The Purchaser agrees to take unconditional possession of said unit from the Owner/Developer. The Purchaser understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the Township may not be similar in scale and form. Also, the Purchaser understands that the Development of Amenities and Facilities shall be commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchaser further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchaser to purchase the unit.

O. It is specifically clarified to the Purchaser that this conveyance/ transfer/ sale is specific & confirmed to said **Apartment No. _____,** in cluster known & styled as "**DEVAKI**" & all land(s) falling outside the periphery/boundary of said unit/cluster/building are clearly outside the scope of this indenture & the Purchaser shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building.

P. It is hereby expressly clarified, agreed & understood between the parties hereto that:

A. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer & neither the Purchaser herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

B. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize& consume the aforesaid FSI, 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;

Q. The Purchaser shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall he claim any abatement or reduction in the purchase price due to the same nor shall he claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

R. 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 Purchaser herein contained & in such event, the assignee or transferee of the Owner/Developer shall be bound by the terms & conditions herein contained.

S. The Purchaser shall use said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. He shall use the parking space for his own vehicle, visitors are not entitled to use the common parking space available in the cluster.

T. The Owner/ Developer declare that it had already paid the municipal/ Grampanchyat tax in relation to said cluster with the appropriate authority upto date, however upon handing over the vacant and physical possession of said unit, the Purchaser shall bear & pay the proportionate municipal/ Grampanchyat taxes.

U. That the Purchaser agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (depending upon super built-up area of said unit) applicable from the date of this document to the Agency Nominated for this purpose by the Owner / Developer, which may further be enhanced,

depending on future contingencies, requirement and expenditure required thereto, till such time Association of the cluster comes into existence. The enhancement in the maintenance charges shall be the exclusive discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchaser/s shall be bound to comply. In case, any time in future the maintenance charges are escalated for any reasons, then the Purchaser shall be bound to pay the difference amount as and when claimed by the Owner / Developer, however all such enhancement shall be subject to prior written intimation by the Owner/ Developer to the Purchaser herein on the address given by the Purchaser in the array of this Indenture.

V. The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Vendor from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purchaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

W. It is understood & agreed by & between the parties hereto that the terrace space available at the apartment building shall be common to all the occupiers of the building, however such Purchaser herein or all the owners of the building jointly are not entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchaser shall be construed to be the breach of the terms of Deed of Declaration & such Purchaser or group of Purchaser may be forced to demolish such construction.

X. It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer/ Statutory Authorities & the Owner/Developer/ Statutory Authority shall have full right, absolute authority, & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon. The Owner/Developer shall not be liable to pay any compensation,

amount or charges whatsoever in respect of the same to the Purchaser or said Association & neither Purchaser nor said Association shall at any time raise any dispute or objection in this regard.

Y. The Purchaser shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to Service Tax(as per actual),VAT levied/charged by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchaser doth hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer & his successors-in-title & assigns in respect thereof.

Z. The Purchaser hereby declare/s that he has gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchaser hereby undertake to abide all conditions as may be set out in said Deed of Declarations/ its Correction at all time during the ownership of said unit.

AA. The Purchaser shall not use said Apartment for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/ narcotic substances, or any such activity which may be termed as any national activity/ acts. The Purchaser shall use said Apartment for residential purpose only and not for any commercial activity. The Purchaser or his successor shall not change the colour scheme of external elevation of said Apartment scheme any time in future.

BB. The Purchaser shall not do any such act/ deed / things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

CC. It is also understood & agreed by & between the parties hereto that all the Purchaser/s of the apartments/ row houses/ bungalows/ shops in the VRINDAVAN including the Purchaser herein shall be entitled to use & have ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

DD. The Purchaser on his own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment, deletion etc. in relation to the common/ restricted area and facility and

shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/ its Corrections strictly.

EE. It has been understood by the Purchaser that except due to transfer of said unit due to inheritance and survivorship, it shall be obligatory on the part of the Purchaser to obtain the No-Objection Certificate from the Owner/ Developer or the Owners Association of the cluster prior to transfer the unit owned by him to any prospective Purchaser/ transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

FF. It has been made aware to the Purchaser that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchaser/s, the Purchaser herein shall not be entitled to ask for formation of Owners Association for said cluster.

GG. All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchaser proportionately as per holding. The share of the Purchaser in such costs, charges & expenses shall be paid by him immediately on demand.

HH. That the Purchaser hereby assure/ declare that he has use the premise purchase by him strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchaser that even the professionals cannot use the premise purchase by him for establishing his office/chamber as the case may be.

II. That with the execution and registration of Sale Deed, the Purchaser may at his own cost mutate his name with the appropriate statutory revenue/ grampanchyat authorities in respect of said apartment, by following the due procedure of law, the Owner/ Developer shall extend its co-operation to the Purchaser in that regard.

JJ. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchaser alone.

KK. That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Yasin Aktar S/o Parvez Aktar and Mr. Sachin S/o Shankarrao Chaudhary on 30.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 on 04.10.2021 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece & parcel of land bearing Plot No. 1, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 15,368.082 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur & plot of land is bounded as under: -

ON THE EAST:	Other's Land;
ON THE WEST:	18.00 Mtrs. Road;
ON THE NORTH:	Plot No. 02;
ON THE SOUTH:	Nallah.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Apartment)

ALL THAT piece and parcel **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share and interest in land on "as is where is basis" in the cluster known as "**DEVAKI**" being the portion of "**VRINDAVAN**" 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

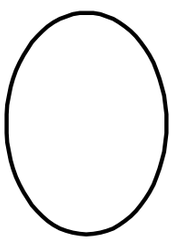
(list of common areas and facilities)

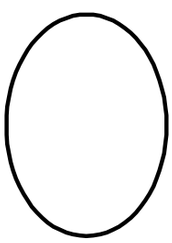
COMMON AREAS & FACILITIES:

1. Water tank on the roof top of building.
2. Landscaping.
3. Access to Garden & Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways & Temple.

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

<table>
<tr><td rowspan="2">WITNESSES

1) _____</td><td rowspan="2"></td><td rowspan="2"></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td rowspan="2">

( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	CHEQUE/D.D. No./ RTGS/NEFT/UPI No.	Date	Bank
Rs. /-			
Rs. /-			
Rs. /-			
Rs. /-	**TOTAL AMOUNT (RUPEES _____ ONLY)**		

DEED OF SALE

VALUED FOR Rs. _____/-

MARKET VALUE Rs. _____/-

Stamp Duty Rs. _____/-

Registration Fees Rs. _____/-

THIS **DEED OF SALE** is made at Nagpur this ____th day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its Partners **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 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, Occupation: Service, PAN No. _____, R/o. _____ - _____, hereinafter called **"The Purchaser"** (which expression shall unless it be repugnant to the context or meaning thereof deem to mean & include his legal heirs, executors & administrators of the **SECOND PART**;

WHEREAS:

A. **ALL THAT** piece & parcel of land bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which

was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05.2012. That the Asst. Director, Town Planning, Nagpur Improvement Trust also granted its' final approval to the layout plan upon the above said property on 06.01.2012.Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 2 out of the above said sanctioned layout scheme into a residential estate by constructing villas, bungalows & high-rise buildings containing self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust. That said building plan was sanctioned vide Building Permit No. BE(M)/South/Nagpur(R)/MB-3615/2013021869/212, dated 09.04.2013. This building sanction was specifically granted to the Owner/Developer for construction of 9-BHK & 6-BHK villas, 6-BHK & 4-BHK bungalow & apartments with total built-up area admeasuring about 16,165.319 Sq. Mtrs.;

D. The Owner/Developer initially submitted that portion of Plot No. 2, admeasuring about 16,165.319 Sq. Mtrs. alongwith the construction of villas, bungalows & high-rise buildings containing self-contained apartments standing thereon known & styled as "**VASUDEV**" to the provisions of Maharashtra Apartments Ownership Act, 1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 20.04.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7(rural) in Book No. 1 at Sr. No. 2111. The correction erupted in the original Deed of Declaration have been rectified by executing and registering a Deed of

Correction to Deed of Declaration on 31.10.2013 & 07.10.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 5454 & 5764 respectively;

E. The building plan of the VASUDEV was again revised & the Nagpur Improvement Trust accorded its sanction and approval to the said revision vide building permit No. EE(Metro)/BE(M-1)/1040 dated 25.06.2014; Accordingly, in pursuance to the said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 15.07.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4149. This revision empowered the Owner/Developer for construction of2 Nos. of exclusive villas, 11 Nos. 6-BHK Bungalows, 52 Nos. 4-BHK Bungalows &168 Nos. 4-BHK small apartments&56 Nos. 4-BHK large apartments divided in 8 independent towers on Plot No 2, having total built-up area is of 41,826.479 Sq. Mtrs. (Approximately). The location of the said Area/Cluster VASUDEV on the said property is delineated on the layout plan annexed hereto;

F. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 15.07.2014 were removed by executing a Deed of Correction on 05.03.2015, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 1911;

G. AND WHEREAS the building plan of the VASUDEV was again revised & the Nagpur Improvement Trust accorded its sanction and approval to the said revision vide building permit No. B.E. (NMRDA)/South/Nagpur (Rural)/No. 1542111/2018032716/631 dated 19.12.2018. Accordingly in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 06.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10 in Book No. 1, at Sr. No. 12265. This revision empowered the Owner/Developer for construction of 2 Nos. of exclusive villas, 11 Nos. 6-BHK Apartments, 52 Nos. 4-BHK Apartments & 168 Nos. 4-BHK small apartments & 56 Nos. 4-BHK large apartments divided in 8 independent towers on Plot No 2, having total built-up area is of 41,767.99 Sq. Mtrs. (Approximately). The location of the said Area/Cluster VASUDEV on the said property is delineated on the layout plan annexed hereto;

H. 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 Mumbai bearing No. P50500002672 on 02.08.2017;

I. In the premises aforesaid, the Owner is enjoying the exclusive rights of construction of residential Bungalows/ twin bungalow/row-houses & apartments to be known as "VASUDEV" in accordance with the plans that have been sanctioned/ revised by the Nagpur Improvement Trust.

J. The Owner/Developer has completed the construction of the Bungalows/ twin bungalow/row-houses & apartments in "VASUDEV" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

K. The Purchasers have demanded from the Owner/Developer& the Owner/Developer offered physical inspection to the Purchasers of said apartment/ bungalow/ twin-bungalow/ row house (hereinafter referred to as the Unit for the sake of brevity) (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of his unit. The Purchasers hereby expressly confirms that they have 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& also satisfied with the quality of construction/s of his unit and confirms that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

L. The Purchasers being fully satisfied in respect of the title of the Owner/Developer to the said property has approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share and interest in land, (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**VASUDEV**" constructed on said property & delineated on the floor plan annexed hereto &thereon &more particularly described in the Second Schedule hereunder written (hereinafter called "**said unit**") 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 unit;

M. The Purchasers have paid the abovesaid purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share and interest in land, (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**VASUDEV**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present the said **Apartment No. _____** has been transferred in favour of the Purchasers permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

N) The Purchasers further paid the Service Tax, VAT, Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of the said unit to the Owner/ Developer and the Owner/ Developer in turn deposited that payment to the respective authorities.

N. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchasers, as per the settled terms and the Purchasers hereby declare that they has received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchasers that they are satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchasers agrees to take unconditional possession of said unit from the Owner/Developer. The Purchasers agrees to take unconditional possession of said unit from the Owner/Developer. The Purchasers understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the

Township may not be similar in scale and form. Also, the Purchasers understands that the Development of Amenities and Facilities shall be commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchasers further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchasers to purchase the unit.

O) It is specifically clarified to the Purchasers that this conveyance/ transfer/ sale is specific & confirmed to the said **Apartment No. _____** in cluster known & styled as "VASUDEV" & all land(s) falling outside the periphery/boundary of the said unit/cluster/building are clearly outside the scope of this indenture& the Purchasers shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of the said bungalow.

P) It is hereby expressly clarified, agreed & understood between the parties hereto that:

A. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer& neither the Purchasers/s herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

B. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize& consume the aforesaid FSI, 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 the 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;

Q) The Purchasers shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall he claim any abatement or reduction in the purchase price due to the same nor shall he claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

R) 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.

S) The Purchasers shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. They shall use the parking space for their own vehicle, visitors are not entitled to use the common parking space available in the cluster.

T) The Owner/ Developer declare that it had already paid the municipal/ grampanchyat tax in relation to said cluster with the appropriate authority upto date, however upon handing over the vacant and physical possession of said unit, the Purchasers shall bear & pay the proportionate municipal/ Grampanchyat taxes.

U) That the Purchasers agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (based upon super built-up area of said unit) applicable from the date of this document to the Nominated Agency, which may further enhance depending on the future contingencies, requirement and expenditure required thereto, till such time the Association of the cluster has been come into existence. The enhancement in the maintenance charges shall be the exclusive discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchaser/s shall be bound to pay such amount per month/ per year, as the case may be. In case any time in future the

maintenance charges would be escalated for any reasons, in such events the Purchasers shall be bound to pay the difference amount as and when claimed by the Owner/ Developer, however all such enhancement shall be subject to the written intimation by the Owner/ Developer to the Purchasers herein on the address given by the Purchasers in the array of this Indenture.

V) The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency' as may be appointed/nominated by the Vendor Company from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purhaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

W) It is understood & agreed by & between the parties hereto that the terrace/basement/ stilt parking of building/ apartment scheme wherein the unit of the Purchasers is located is to be utilized by the residential unit owners of the building, however no owner is entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchasers shall be construed to be the breach of the terms of Deed of Declaration & such Purchasers may be forced to demolish such construction. The utilization of the terrace/ basement/ stilt parking of the building by the owners of commercial units in the building shall be the absolute discretion of the Owner/ Developer and/or the Apartment Owners Association and the Purchasers of commercial unit is bound and undertaken to abide the same without any resistance or objection.

X) It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer/ Statutory Authorities & the Owner/Developer/ Statutory Authority shall have full right, absolute authority, & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon. The Owner/Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the

Purchasers/s, or the said Association &neither Purchasers/s nor said Association shall at any time raise any dispute or objection in this regard.

Y) The Purchasers shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to Service Tax(as per actual),VAT levied/charged by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchasers/s doth hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer& their successors-in-title & assigns in respect thereof.

Z) The Purchasers hereby declares that they have gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchasers hereby undertakes to abide all conditions as may be set out in the said Deed of Declarations/ its Correction at all time during the ownership of said unit.

AA) The Purchasers shall not use said unit for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/ narcotic substances, or any such activity which may be termed as any national activity/ acts. The Purchasers shall use said bonafide and legal residential activity only and not for any commercial purpose. The Purchasers or their successor shall not change the colour scheme of external elevation of said unit any time in future.

BB) It is also understood & agreed by & between the parties hereto that all the Purchasers/s of the apartments/ row houses/ bungalows/ shops in the VRINDAVAN including the Purchasers herein shall be entitled to use& have ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

CC) The Purchasers shall not do any such act/ deed/ things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

DD) The Purchasers on their own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment, deletion etc. in relation to the common/ restricted area and

facility and shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/ its Corrections strictly.

EE) It has been understood by the Purchasers that except due to transfer of said unit due to inheritance and survivorship, it shall be obligatory on the part of the Purchasers to obtain the No-Objection Certificate from the Owner/ Developer or the Owners Association of the cluster prior to transfer the unit owned by him to any prospective Purchasers/ transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

FF) It has been made aware to the Purchasers that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchasers/s, the Purchasers herein shall not be entitled to ask for formation of Owners Association for said cluster.

GG) All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchasers proportionately as per holding. The share of the Purchasers in such costs, charges & expenses shall be paid by him immediately on demand.

HH) That the Purchasers hereby assures/ declares that they shall use the premise purchase by them strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchasers that even the professionals cannot use the premise purchase by them for establishing their office/chamber as the case may be.

II) That with the execution and registration of Sale Deed, the Purchasers/s may at their own cost mutate their name with the appropriate statutory revenue/ grampanchyat authorities in respect of said unit, by following the due procedure of law, the Owner/ Developer shall extend it’s co-operation to the Purchasers in that regard.

JJ) The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchasers alone.

KK) That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Yasin Aktar S/o Parvez Aktar and Mr. Sachin S/o Shankarrao Chaudhary on 30.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 on 04.10.2021 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece & parcel of land bearing Plot No. 2, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 30,843.098 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur & plot of land is bounded as under:-

ON THE EAST:	Other's Land;
ON THE WEST:	18.00 Mtrs. Road;
ON THE NORTH:	Public Utility Land;
ON THE SOUTH:	Plot No. 1.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Bungalow)

ALL THAT Piece & Parcel of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share and interest in land, (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**VASUDEV**" being the portion of "**VRINDAVAN**" constructed on said property as more particularly described in the First Schedule hereinabove written & the bungalow is bounded as under:

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

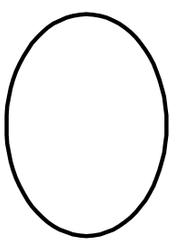
THE THIRD SCHEDULE ABOVE REFERRED TO
(list of common areas and facilities)

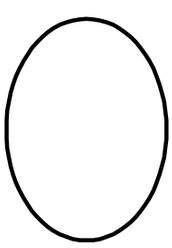
COMMON AREAS & FACILITIES:

1. Water tank on the roof top of each unit.
2. Landscaping.
3. Access to Garden & Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways & Temple.

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

<table>
<tr><td rowspan="2"><u>WITNESSES</u>

1) _____</td><td rowspan="2"></td><td rowspan="2"></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td rowspan="2"></td><td rowspan="2">( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	**CHEQUE/D.D. No./ RTGS/NEFT/UPI No.**	**Date**	**Bank**
Rs. /-			
Rs. /-			
Rs. /-			
Rs. /-	**TOTAL AMOUNT (RUPEES ONLY)**		

DEED OF SALE

VALUED FOR Rs. _____ /-

MARKET VALUE Rs. _____ /-

Stamp Duty Rs. /-

Registration Fees Rs. /-

THIS **DEED OF SALE** is made at Nagpur this _____ day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 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: _____ and **_____,** aged about _____ years, PAN No. _____, Occupation: _____, Both R/O. _____ - _____, hereinafter called **"The Purchasers"** (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**.

WHEREAS:

A. **ALL THAT** piece & parcel of land bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05.2012. That the Asst. Director, Town Planning, Nagpur Improvement Trust also granted its final approval to the layout plan upon the above said property on 06.01.2012. Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 4 out of the above said sanctioned layout scheme into a residential estate by constructing row-houses &high-rise buildings containing self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust. That said building plan was sanctioned vide Building Permit No. BE(M)/South/Nagpur(R)/PL-3738/2013021866/209, dated 05.04.2013;

D. The Owner/Developer submitted initially portion of Plot No. 4, admeasuring about 15,953.662 Sq. Mtrs. alongwith the construction of row houses, apartments etc. standing thereon known & styled as "**RUKMANI**" to the provisions of Maharashtra Apartments Ownership Act,

1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 23.04.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7(rural) in Book No. 1 at Sr. No. 2155 on even date. The location of the said Area/Cluster RUKMANI on the said property is delineated on the layout plan annexed hereto;

E. The building plan of the RUKMANI was again revised & the Nagpur Improvement Trust accorded its sanction and approval to said revision vide building permit No. EE(Metro)/BE1/845 dated 04.06.2014; Accordingly, in pursuance to the said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 15.07.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4151. This revision empowered the Owner/Developer for construction of05 Nos. of 6-BHK Bungalows, 12 Nos. 4-BHK Bungalows, 48 Nos. of 1-BHK Row Houses, 53 Nos. 2-BHK Row Houses&216 Nos. 3-BHK apartments divided in independent towers on Plot No 4, having total built-up area is of 28,844.208 Sq. Mtrs. (Approximately);

F. The Owner/ Developer thereafter applied for the compounding of the structure u/s 52-A of the M.R.T.P. Act, 1966, which was subsequently sanctioned by the office of Asst. Engineer of Compounding Cell of Nagpur Metropolitan Region, Nagpur vide Government Notification dated 07.10.2017 issued u/s 52-A of the M.R.T.P. Act, 1966 r/w Sec. 143 of the M.R.T.P. Act, 1966 vide building permit No. AE Compounding Cell (NMRDA)/BP/06 dated 23.04.2018. Accordingly, in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 13.01.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 1065. Thus, by virtue of this compounded building permit referred to supra, the initial Building Permit Bearing No. BE (M)/South/Nagpur(R)/BP-3739/201303895/225 dated 07.05.2013 is seized to operate and subsequent applicable building permit shall be bearing No. AE Compounding Cell (NMRDA)/BP/06 dated 23.04.2018.

G. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 15.07.2014 were removed by executing a Deed of Correction on 05.03.2015, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 1912;

H. 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 Mumbai bearing No. P50500002672 on 02.08.2017;

I. In the premises aforesaid, the Owner is enjoined to construct residential row houses& apartments to be known as "**RUKMANI**" in accordance with the plans that have been sanctioned by the Nagpur Improvement Trust& which may be amended from time to time.

J. The Owner/Developer has completed the construction of the row-houses in "RUKMANI" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

K. The Purchasers has demanded from the Owner/Developer & the Owner/Developer offered physical inspection to the Purchasers of said apartment/bungalow/twin-bungalow/row house (hereinafter referred to as the Unit for the sake of brevity) (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of their apartment. The Purchasers hereby expressly confirm that they has 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 & also satisfied with the quality of construction/s of their apartment and confirm that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

L. The Purchasers being fully satisfied in respect of the title of the Owner/Developer to said property has approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**RUKMANI**" constructed on said property & delineated on the floor plan annexed hereto & thereon & more particularly described in the Second Schedule hereunder written (hereinafter called "**said unit**") 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 unit;

M. The Purchasers have paid the above said purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith, towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**RUKMANI**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present said **Apartment No. _____** has been transferred in favour of the Purchasers permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

N. The Purchaser further paid the Service Tax, VAT, GST, Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of said unit to the Owner/ Developer and the Owner/ Developer in turn deposited that payment to the respective authorities.

O. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchasers, as per the settled terms and the Purchasers hereby declare that she has received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchasers that they are satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchasers agrees to take unconditional possession of said unit from the Owner/Developer. The Purchasers understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the Township may not be similar in scale and form. Also, the Purchasers understands that the Development of Amenities and Facilities shall be

commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchasers further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchasers to purchase the unit.

P. It is specifically clarified to the Purchasers that this conveyance/ transfer/ sale is specific & confirmed to said **Apartment No. _____** in cluster known & styled as "**RUKMANI**" & all land(s) falling outside the periphery/boundary of said unit/cluster/building are clearly outside the scope of this indenture & the Purchasers shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building.

Q. It is hereby expressly clarified, agreed & understood between the parties hereto that:

   A. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer& neither the Purchasers herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

   B. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize& consume the aforesaid FSI, 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;

R. The Purchasers shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

S. 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.

T. The Purchasers shall use said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. They shall use the parking space for their own vehicles, visitors are not entitled to use the common parking space available in the cluster.

U. The Owner/ Developer declare that it had already paid the municipal/ grampanchyat tax in relation to said cluster with the appropriate authority upto date, however upon handing over the vacant and physical possession of said unit, the Purchasers shall bear & pay the proportionate municipal/ Grampanchyat taxes.

V. That the Purchasers agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (depending upon super built-up area of said unit) applicable from the date of this document to the Agency Nominated for this purpose by the Owner / Developer, which may further be enhanced, depending on future contingencies, requirement and expenditure required thereto, till such time Association of the cluster comes into existence. The enhancement in the maintenance charges shall be the exclusive discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchasers/s shall be bound to comply. In case, any time in future the maintenance charges are escalated for any reasons, then the Purchasers shall be bound to pay the difference amount as and when claimed by the Owner / Developer, however all such enhancement shall be subject to prior written intimation by the Owner/ Developer to the

Purchasers herein on the address given by the Purchasers in the array of this Indenture.

W. The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Vendor from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purchaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

X. It is understood & agreed by & between the parties hereto that the terrace/basement/ stilt parking of building/ apartment scheme wherein the unit of the Purchasers are located is to be utilized by the residential unit owners of the building, however no owner is entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchasers shall be construed to be the breach of the terms of Deed of Declaration & such Purchasers may be forced to demolish such construction. The utilization of the terrace/ basement/ stilt parking of the building by the owners of commercial units in the building shall be the absolute discretion of the Owner/ Developer and/or the Apartment Owners Association and the Purchaser/s of commercial unit is bound and undertaken to abide the same without any resistance or objection.

Y. It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer/Statutory Authorities& the Owner/Developer/ Statutory Authority shall have full right, absolute authority & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon. The Owner/Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchasers or said Association &neither Purchasers nor said Association shall at any time raise any dispute or objection in this regard.

Z. The Purchasers shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to service tax(as per actual),VAT levied/charged

by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchasers doth hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer & his successors-in-title & assigns in respect thereof.

AA. The Purchasers hereby declare that they are gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchasers hereby undertake/s to abide all conditions as may be set out in said Deed of Declarations/ its Correction at all time during the ownership of said unit.

BB. The Purchasers shall not use said apartment for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/ narcotic substances, or any such activity which may be termed as any national activity/ acts. The Purchasers shall use said apartment for residential purpose only and not for any commercial activity. The Purchasers or their successor shall not change the colour scheme of external elevation of said apartment any time in future.

CC. It is also understood & agreed by & between the parties hereto that all the Purchasers of the apartments/row houses/bungalows/shops in the VRINDAVAN including the Purchasers herein shall be entitled to use& have ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

DD. The Purchasers shall not do any such act/ deed/ things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

EE. The Purchasers on their own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment, deletion etc. in relation to the common/ restricted area and facility and shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/ its Corrections strictly.

FF. It has been understood by the Purchasers that except due to transfer of said unit due to inheritance and survivorship, it shall be obligatory on the part of the Purchasers to obtain the No-Objection Certificate from the Owner/ Developer or the Owners Association of the cluster prior to

transfer the unit owned by them to any prospective Purchaser/ transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

GG. It has been made aware to the Purchasers that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchaser/s, the Purchasers herein shall not be entitled to ask for formation of Owners Association for said cluster.

HH. All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchasers proportionately as per holding. The share of the Purchasers in such costs, charges & expenses shall be paid by them immediately on demand.

II. That the Purchasers hereby assures/declares that they shall use the premise purchase by their strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchasers that even the professionals cannot use the premise purchase by them for establishing their office/chamber as the case may be.

JJ. That with the execution and registration of Sale Deed, the Purchasers may at their own cost mutate their name with the appropriate statutory revenue/ grampanchyat authorities in respect of said unit, by following the due procedure of law, the Owner/Developer shall extend its co-operation to the Purchasers in that regard.

KK. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchasers alone.

LL. That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Sachin S/o Shankarrao Chaudhary & Mr. Yaseen Aktar S/o Parvez Aktar, on 04.10.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece& parcel of land bearing Plot No. 4, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 24,167.257 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur& plot of land is bounded as under: -

ON THEEAST:	Plot No. 3;
ON THE WEST:	Nallah& Other's Land;
ON THE NORTH:	Nallah& Other's Land;
ON THE SOUTH:	Open Land.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Apartment)

ALL THAT piece and parcel of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in a cluster known as "**RUKMANI**" being the portion of "**VRINDAVAN**" 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	:	;

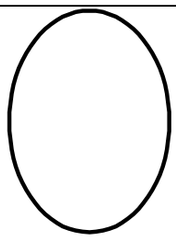
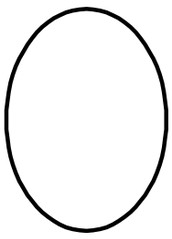
THE THIRD SCHEDULE ABOVE REFERRED TO
(list of common areas and facilities)

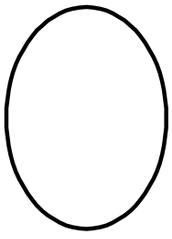
COMMON AREAS & FACILITIES:

1. Water tank on the roof top of each unit.
2. Landscaping.
3. Access to Garden &Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways & Temple.

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

<table>
<tr><td rowspan="2"><u>WITNESSES</u>

1) _____</td><td rowspan="2">
</td><td rowspan="2"></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td>1)
( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td><td></td><td></td><td>2)
( )
<u>PURCHASER</u></td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	CHEQUE/D.D/ UPI/RTGS/NEFT / UTR No.	Date	Bank
Rs. _____=00	**TOTAL AMOUNT** **(RUPEES _____ ONLY)**		

DEED OF SALE

VALUED FOR Rs. _____/-

MARKET VALUE Rs. _____/-

Stamp Duty Rs. _____/-

Registration Fees Rs. _____/-

THIS **DEED OF SALE** is made at Nagpur this ___ day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 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

MR._____, aged about _____ years, PAN No. _____, Occupation: _____ **AND _____,** aged about _____ years, PAN No. _____, Occupation: _____, Both R/o _____ - _____, hereinafter called **"The Purchasers"** (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**.

WHEREAS:

A. **ALL THAT** piece & parcel of land bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which

was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05.2012. That the Asst. Director, Town Planning also granted his final approval to the layout plan upon the above said property on 06.01.2012. Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 5 out of the above said sanctioned layout scheme into a residential estate by constructing row-houses & high rise buildings containing 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 No. BE(M)/South/Nagpur(R)/MB-3701/2012/21913/154 dated 10.01.2013 & its subsequent revision vide Building Permit No. BE(M)/South/Nagpur(R)/ MB-3736/2013021867/203 dated 01.04.2013;

D. The Owner/Developer initially submitted that portion of Plot No. 5, admeasuring about 3,813.886 Sq. Mtrs. along with the construction of row houses standing thereon known & styled as "**SUDAMA**" to the provisions of Maharashtra Apartments Ownership Act, 1970 by executing & registering a Deed of Declaration u/s 2 of the Act on

30.01.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7 (rural) in Book No. 1 at Sr. No. 597. The location of said Building/Cluster SUDAMA on the said property is delineated on the layout plan annexed hereto. Due to revision in the building plan by Nagpur Improvement Trust, the Owner/ Developer also carried out the amendment/ correction in the Deed of Declaration dated 23.04.2013, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 2157;

E. The building plan of the SUDAMA was again revised & the Nagpur Improvement Trust accorded its sanction and approval to the said revision vide building permit No. EE(Metro)/BE(M-1)/1039 dated 25.06.2014; Accordingly, in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 15.07.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4152. By virtue of this revised building sanction the Owner/Developer was granted permission for construction of 110 Nos. 1-BHK Row Houses & 336 Nos. 1-BHK apartments divided in 6 independent towers on Plot No 5, with total built-up area admeasuring about 19,303.059 Sq. Mtrs. (approximately);

F. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 15.07.2014 were removed by executing a Deed of Correction on 05.03.2015, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 1913.

G. The building plan of the SUDAMA was again revised & the Nagpur Improvement Trust accorded its sanction and approval to the said revision vide building permit No. B.E. (NMRDA)/South/Nagpur (Rural)/No. 8888/2018121253/1635 dated 24.12.2018. Accordingly in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 06.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10 in Book No. 1, at Sr. No. 12263 and subsequently in order to add revised area Deed of Correction to Deed of Declaration was executed on 17.01.2022, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 1 at Sr. No. 260. This revision empowered the Owner/Developer for construction of 110 Nos. 1-BHK Row Houses & 336 Nos. 1-BHK apartments divided in 6

independent towers on Plot No 5, with total built-up area admeasuring about 19,303.059 Sq. Mtrs. (approximately). The location of the said Area/Cluster SUDAMA on the said property is delineated on the layout plan annexed hereto;

H. 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 Mumbai bearing No. P50500002672 on 02.08.2017;

I. The Owner/Developer has completed the construction of the apartment scheme in "SUDAMA" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

J. The Purchasers have demanded from the Owner/Developer & the Owner/Developer offered physical inspection to the Purchaser of apartment (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of her apartment. The Purchaser hereby expressly confirm that they have 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 & also satisfied with the quality of construction/s of her apartment and confirm that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

K. The Purchasers being fully satisfied in respect of the title of the Owner/Developer to said property have approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share and interest in land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**SUDAMA**" constructed on said property & delineated on the floor plan annexed hereto & thereon & more particularly described in the Second Schedule hereunder written

(hereinafter called "**said apartment**") 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 apartment;

L. The Purchasers have paid the abovesaid purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith, towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share and interest in land (inclusive of all utility areas) thereof in the cluster known as "**SUDAMA**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present said **Apartment No. _____** has been transferred in favor of the Purchasers permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

M. The Purchasers further paid the Service Tax, VAT, GST, Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of said apartment to the Owner/Developer and the Owner/Developer in turn deposited that payment to the respective authorities.

N. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchaser, as per the settled terms and the Purchaser hereby declare that she has received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchaser that she is satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchasers agrees to take unconditional possession of said unit from the Owner/Developer. The Purchaser agrees to take unconditional possession of said unit from the

Owner/Developer. The Purchaser understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the Township may not be similar in scale and form. Also, the Purchaser understands that the Development of Amenities and Facilities shall be commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchaser further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchaser to purchase the unit.

O. It is specifically clarified to the Purchaser that this conveyance/ transfer/ sale is specific & confirmed to said **Apartment No. _____** in cluster known & styled as "SUDAMA" & all land(s) falling outside the periphery/boundary of said cluster/building are clearly outside the scope of this indenture & the Purchaser shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building.

P. It is hereby expressly clarified, agreed & understood between the parties hereto that:

a. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer & neither the Purchaser herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

b. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize & consume the aforesaid FSI, 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;

Q. The Purchasers shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall he claim any abatement or reduction in the purchase price due to the same nor shall she claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

R. 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 Purchaser herein contained & in such event, the assignee or transferee of the Owner/Developer shall be bound by the terms & conditions herein contained.

S. The Purchasers shall use said Premises or any part there of or permit the same to be used only for the purpose for which the same has been allotted. They shall use the parking space for their own vehicle, visitors are not entitled to use the common parking space available in the cluster.

T. The Owner/Developer declare that it had already paid the municipal/ grampanchyat tax in relation to said cluster with the appropriate authority up to date, however upon handing over the vacant and physical possession of said apartment, the Purchaser shall bear & pay the proportionate municipal/ Grampanchyat taxes.

U. That the Purchasers agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (depending upon super built-up area of said unit) applicable from the date of this document to the Agency Nominated for this purpose by the Owner / Developer, which may further be enhanced, depending on future contingencies, requirement and expenditure required thereto, till such time Association of the cluster comes into existence. The enhancement in the maintenance charges shall be the exclusive discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchaser/s shall be bound to comply. In case, any time in future the maintenance charges are escalated for any reasons, then the Purchaser shall be bound to pay the difference amount as and when claimed by the Owner / Developer, however all such enhancement shall be subject to prior written intimation by the Owner/ Developer to the Purchaser herein on the address given by the Purchaser in the array of this Indenture.

V. The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Vendor Company from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purchaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

W. It is understood & agreed by & between the parties hereto that the terrace space available at the apartment shall be exclusive use & occupation of the Purchaser/s of said apartment, however such Purchaser is 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 Purchaser may be forced to demolish such construction.

X. It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer & the Owner/Developer shall have full

right, absolute authority, & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon. The Owner/Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser or said Association & neither Purchaser nor said Association shall at any time raise any dispute or objection in this regard.

Y. The Purchasers shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to Service Tax (as per actual), VAT levied/charged by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchaser both hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer & her successors-in-title & assigns in respect thereof.

Z. The Purchasers hereby declare that they have gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchasers hereby undertake to abide all conditions as may be set out in said Deed of Declarations/ its Correction at all time during the ownership of said apartment.

AA. The Purchasers shall not use said apartment for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/narcotic substances, or any such activity which may be termed as any national activity/acts. The Purchasers shall use said apartment for residential purpose only and not for any commercial activity. The Purchasers or their successor shall not change the colour scheme of external elevation of said apartment any time in future.

BB. It is also understood & agreed by & between the parties hereto that all the Purchaser/s of the apartments/row houses/bungalows in the VRINDAVAN including the Purchaser herein such internal roads in shall be entitled to use & have ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

CC. The Purchasers shall not do any such act/deed/things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

DD. The Purchasers on their own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment, deletion etc. in relation to the common/ restricted area and facility and shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/its Corrections strictly.

EE. It has been understood by the Purchasers that except due to transfer of said apartment due to inheritance and survivorship, it shall be obligatory on the part of the Purchasers to obtain the No-Objection Certificate from the Owner/Developer or the Owners Association of the cluster prior to transfer said apartment to any prospective Purchaser/transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

FF. It has been made aware to the Purchasers that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchaser/s, the Purchasers herein shall not be entitled to ask for formation of Owners Association for said cluster.

GG. All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchaser/s proportionately as per holding. The share of the Purchasers in such costs, charges & expenses shall be paid by her immediately on demand.

HH. That the Purchasers hereby assure/declare that they are use the premise purchase by them strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchasers that even the professionals cannot use the premise purchase by them for establishing their office/chamber as the case may be.

II. That with the execution and registration of Sale Deed, the Purchasers may at their own cost mutate their name with the appropriate statutory revenue/ grampanchyat authorities in respect of said apartment, by following the due procedure of law, the Owner/ Developer shall extend its co-operation to the Purchaser in that regard.

JJ. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchaser alone.

KK. That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Yasin Aktar S/o Parvez Aktar and Mr. Sachin S/o Shankarrao Chaudhary on 30.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 on 04.10.2021 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece & parcel of land bearing Plot No. 5, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 18,682.009 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur & plot of land is bounded as under: -

ON THE EAST	**:**	12.00 Mtrs. Road;
ON THE WEST	**:**	Nalah;
ON THE NORTH	**:**	Other's Land;
ON THE SOUTH	**:**	12.00 Mtrs. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Apartment)

ALL THAT piece and parcel of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share and interest in land on "as is where is basis" in a cluster known as "**SUDAMA**" being the portion of "**VRINDAVAN**" 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)

COMMON AREAS & FACILITIES:

1. Water tank on the roof top of each unit.
2. Landscaping.
3. Access to Garden & Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways & Temple.

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

<table>
<tr><td rowspan="2"><u>WITNESSES</u>

1) _____</td><td></td><td></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td></td><td></td><td>( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td><td></td><td></td><td>( )
<u>PURCHASER</u></td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
Rs. =00			
Rs. =00			
Rs. =00			
Rs. =00	**TOTAL AMOUNT** **(RUPEES _____ ONLY)**		

DEED OF SALE

Valued Rs. /-

Market Value Rs. /-

Stamp Duty Rs. /-

Registration Fees Rs. /-

THIS **DEED OF SALE** is made at Nagpur this ___ day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 years, Occupation: Business, having office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 024, 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

MR._____, aged about _____ years, PAN No. _____, Occupation: _____ and **_____**, aged about _____ years, PAN No. _____, Occupation: _____, Both R/o_____ - _____, hereinafter called **"The Purchasers"** (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**;

WHEREAS:

A. **ALL THAT** piece & parcel of land bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon him u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05.2012. That the Asst. Director, Town Planning, Nagpur Improvement Trust also granted it's final approval to the layout plan upon the above said property on 06.01.2012. Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 6 out of the above said sanctioned layout scheme into a residential estate by constructing row-houses & high-rise buildings containing self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust. That said building plan was sanctioned vide Building Permit No. BE (M)/South/Nagpur(R)/MB-3894/2013040137/208,dated 04.04.2013;

D. The Owner/Developer submitted initially portion of Plot No. 6, admeasuring about 11,436.551Sq. Mtrs. alongwith the construction of row houses, apartments etc. standing thereon known & styled as

"**YASHODA**" to the provisions of Maharashtra Apartments Ownership Act, 1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 23.04.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7(rural) in Book No. 1 at Sr. No. 2156. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 23.04.2013 were corrected & rectified by executing a Deed of Correction on 24.06.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 3678;

E. The building plan of the YASHODA was again revised & the Nagpur Improvement Trust accorded its sanction and approval to said revision vide building permit No. EE(Metro)/BE(M-1)/646 dated 12.05.2014; Accordingly, in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 15.07.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4153. This revision empowered the Owner/Developer for construction of 2-BHK Row Houses & 2-BHK apartments divided in independent towers on Plot No 6, having total built-up area is of 15,803.873 Sq. Mtrs. (Approximately);

F. The Owner/ Developer thereafter applied for the compounding of the structure u/s 52-A of the M.R.T. P. Act, 1966, which was subsequently sanctioned by the office of Asstt. Engineer of Compounding Cell of Nagpur Metropolitan Region, Nagpur vide Government Notification dated 07.10.2017 issued u/s 52-A of the M.R.T.P. Act, 1966 r/w Sec. 143 of the M.R.T.P. Act, 1966 vide building permit No. AE (Compounding Cell) /South /Nagpur(Rural) /Case No. MB.121/2018032713/1116 dated 20.04.2018. Accordingly in pursuance to the said revision the Deed of Correction to Deed of Declaration was executed on 10.09.2020, which was duly registered before the Jt. Sub-Registrar, Nagpur-07, in Book No. 1 at Sr. No. 4561 on 11.09.2020 and subsequently in order to add revised area Deed of Correction to Deed of Declaration was executed on 22.12.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 1 at Sr. No. 14067. Thus, by virtue of this compounded building permit referred to supra, the initial Building Permit Bearing No. EE(Metro)/BE(M-1)/646 dated 12.05.2014 is seized to operate and subsequent building permit bearing No. AE (Compounding Cell) /South /Nagpur(Rural) /Case No. MB.121/2018032713/1116 dated 20.04.2018 came into force.

G. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 15.07.2014 were removed by executing a Deed of Correction on 05.03.2015, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 1914;

H. 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 Mumbai bearing No. P50500002672on 02.08.2017;

I. In the premises aforesaid, the Owner is enjoined to construct residential row houses & apartments to be known as "**YASHODA**" in accordance with the plans that have been sanctioned by the Nagpur Improvement Trust & which may be amended from time to time;

J. The Owner/Developer has completed the construction of the row-houses in "**YASHODA**" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

K. The Purchasers have demanded from the Owner/Developer & the Owner/Developer offered physical inspection to the Purchasers of said apartment/ bungalow/ twin-bungalow/ row house (hereinafter referred to as the Unit for the sake of brevity) (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of their unit. The Purchasers hereby expressly confirm that they have 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 & also satisfied with the quality of construction of their unit and confirms that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

L. The Purchasers being fully satisfied in respect of the title of the Owner/Developer to said property has approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area admeasuring about _____ Sq. Mtrs., Built up area admeasuring _____ sq. Mtrs. and Super Built up area admeasuring _____ sq. Mtrs., covered in __ Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with

_____% undivided proportionate share in plot of land (inclusive of all utility areas)on "as is where is basis" in the cluster known as "**YASHODA**" constructed on said property & delineated on the floor plan annexed hereto & thereon & more particularly described in the Second Schedule hereunder written (hereinafter called "**said unit**")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 unit;

M. The Purchasers have paid the abovesaid purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area admeasuring about _____ Sq. Mtrs., Built up area admeasuring _____ sq. Mtrs. and Super Built up area admeasuring _____ sq. Mtrs., covered in __ Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land(inclusive of all utility areas)on "as is where is basis" in the cluster known as "**YASHODA**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present said **Apartment No. _____** has been transferred in favour of the Purchasers permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

N. The Purchasers further paid the Service Tax, VAT, GST Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of said unit to the Owner/ Developer and the Owner/ Developer in turn deposited that payment to the respective authorities.

O. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchasers, as per the settled terms and the Purchasers hereby declare that they have received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchasers that they are satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchasers

agrees to take unconditional possession of said unit from the Owner/Developer. The Purchasers agrees to take unconditional possession of said unit from the Owner/Developer. The Purchasers understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the Township may not be similar in scale and form. Also, the Purchasers understands that the Development of Amenities and Facilities shall be commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchasers further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchasers to purchase the unit.

P. It is specifically clarified to the Purchasers that this conveyance/ transfer/ sale is specific & confirmed to said **Apartment No. _____** in cluster known & styled as "**YASHODA**" & all land(s) falling outside the periphery/boundary of said unit/cluster/building are clearly outside the scope of this indenture & the Purchasers shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building.

Q. It is hereby expressly clarified, agreed & understood between the parties hereto that:

A. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer & neither the Purchasers herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

B. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize & consume the aforesaid FSI, 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;

R. The Purchasers shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

S. 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.

T. The Purchasers shall use said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. They shall use the parking space for their own vehicle, visitors are not entitled to use the common parking space available in the cluster.

U. The Owner/ Developer declare that it had already paid the municipal/ grampanchyat tax in relation to said cluster with the appropriate authority upto date, however upon handing over the vacant and physical possession of said unit, the Purchasers shall bear & pay the proportionate municipal/ Grampanchyat taxes.

V. That the Purchasers agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (based upon super built-up area of said unit) applicable from the date of this document to the Nominated Agency, which may further enhance depending on the future contingencies,

requirement and expenditure required thereto, till such time the Association of the cluster has been come into existence. The enhancement in the maintenance charges shall be the exclusive discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchasers/s shall be bound to pay such amount per month/ per year, as the case may be. In case any time in future the maintenance charges would be escalated for any reasons, in such events the Purchasers shall be bound to pay the difference amount as and when claimed by the Owner/ Developer, however all such enhancement shall be subject to the written intimation by the Owner/ Developer to the Purchasers herein on the address given by the Purchasers in the array of this Indenture.

W. The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Vendor Company from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purchaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

X. It is understood & agreed by & between the parties hereto that the terrace space available at the apartment shall be exclusive use & occupation of the Purchaser/s of said apartment, however such Purchasers 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.

Y. It is understood & agreed by & between the parties hereto that the terrace/basement/ stilt parking of building/ apartment scheme wherein the unit of the Purchasers are located is to be utilized by the residential unit owners of the building, however no owner is entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchasers shall be construed to be the breach of the terms of Deed of Declaration & such Purchasers may be forced to demolish such construction. The utilization of the terrace/ basement/ stilt parking of the

building by the owners of commercial units in the building shall be the absolute discretion of the Owner/ Developer and/or the Apartment Owners Association and the Purchasers of commercial unit is bound and undertaken to abide the same without any resistance or objection.

Z. It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer/ Statutory Authorities & the Owner/Developer/ Statutory Authority shall have full right, absolute authority, & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon. The Owner/Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchasers or said Association & neither Purchasers nor said Association shall at any time raise any dispute or objection in this regard.

AA. The Purchasers shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to Service Tax(as per actual),VAT levied/charged by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchasers doth hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer & their successors-in-title & assigns in respect thereof.

BB. The Purchasers hereby declares that they have gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchasers hereby undertake/s to abide all conditions as may be set out in said Deed of Declarations/ its Correction at all time during the ownership of said unit.

CC. The Purchasers shall not use said apartment for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/ narcotic substances, or any such activity which may be termed as any national activity/ acts. The Purchasers shall use said apartment for residential purpose only and not for any commercial activity. The Purchasers or their successor shall not change the colour scheme of external elevation of said apartment any time in future.

DD. It is also understood & agreed by & between the parties hereto that all the Purchaser/s of the apartments/ row houses/ bungalows/ shops in the VRINDAVAN including the Purchasers herein shall be entitled to use & have ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

EE. The Purchasers shall not do any such act/ deed / things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

FF. The Purchasers on their own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment, deletion etc. in relation to the common/ restricted area and facility and shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/ its Corrections strictly.

GG. It has been understood by the Purchasers that except due to transfer of said unit due to inheritance and survivorship, it shall be obligatory on the part of the Purchasers to obtain the No-Objection Certificate from the Owner/ Developer or the Owners Association of the cluster prior to transfer the unit owned by them to any prospective purchaser/ transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

HH. It has been made aware to the Purchasers that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchaser/s, the Purchasers herein shall not be entitled to ask for formation of Owners Association for said cluster.

II. All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchasers proportionately as per holding. The share of the Purchasers in such costs, charges & expenses shall be paid by them immediately on demand.

JJ. That the Purchasers hereby assures/ declares that they shall use the premise purchase by them strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchasers that even the professionals cannot use the premise purchase by them for establishing their office/chamber as the case may be.

KK. That with the execution and registration of Sale Deed, the Purchasers may at their own cost mutate their name with the appropriate statutory revenue/ grampanchyat authorities in respect of said unit, by following the due procedure of law, the Owner/ Developer shall extend its co-operation to the Purchasers in that regard.

LL. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchasers alone.

MM. That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Yasin Aktar S/o Parvez Aktar and Mr. Sachin S/o Shankarrao Chaudhary on 30.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 on 04.10.2021 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece and parcel of land bearing Plot No. 6, admeasuring about 13,564.710 Sq. Mtrs. comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur& plot of land is bounded as under:-

ON THE EAST:	Plot No. 7;
ON THE WEST:	Other's Land;
ON THE NORTH:	12.00 Mtrs. Road;
ON THE SOUTH:	Nallah & Other's Land.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Apartment)

ALL THAT piece and parcel **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area admeasuring about _____ Sq. Mtrs., Built up area admeasuring _____ sq. Mtrs. and Super Built up area admeasuring _____ sq. Mtrs., covered in __ Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**YASHODA**" being the portion of "**VRINDAVAN**" 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: _____;

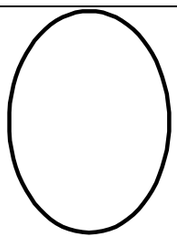
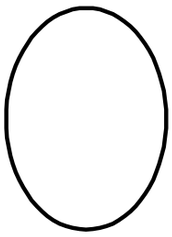
THE THIRD SCHEDULE ABOVE REFERRED TO
(List of common areas and facilities)

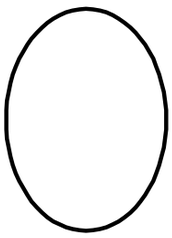
COMMON AREAS & FACILITIES:

1. Water tank on the roof top of each unit.
2. Landscaping.
3. Access to Garden & Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways.
7. Temple.

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

<table>
<tr><td rowspan="2"><u>WITNESSES</u>

1) _____</td><td rowspan="2">
</td><td rowspan="2"></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td>1)
( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td><td></td><td></td><td>2)
( )
<u>PURCHASER</u></td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	CHEQUE/D.D. No./ RTGS/NEFT/UPI No.	Date	Bank
Rs. /-			
Rs. /-			
Rs. /-			
Rs. /-	**TOTAL AMOUNT (RUPEES _____ ONLY)**		

DEED OF SALE

VALUED FOR Rs. _____/-

MARKET VALUE Rs. _____/-

Stamp Duty Rs._____/-

Registration Fees Rs. _____/-

THIS **DEED OF SALE** is made at Nagpur this ___th day of _____ 20__.

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, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 53 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

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

WHEREAS:

A. **ALL THAT** piece & parcel of land bearing Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, jointly admeasuring about 20.31 HR of Mouza Jamtha is owned & possessed by the Owner/Developer in pursuance to Sale Deed dated 12.02.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7(rural) in Book No. 1 at Sr. No. 895 (Survey No. 248), Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 (Survey No. 257/2), Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 (Survey No. 258/1-G), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 (Survey No. 258/1-K), Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2387 (Survey No. 258/2) (hereinafter referred '**said property**');

B. That the Owner/Developer thereafter converted the above said land into a non-agricultural residential use in pursuance to the Order passed by the Collector, Nagpur in accordance with the power enshrined upon them u/s 44 of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 309/NAP-34/2011-2012 on 14.05.2012. That the Asst. Director, Town Planning, Nagpur Improvement Trust also granted its final approval to the layout plan upon the above said property on 06.01.2012. Subsequently the layout plan was revised vide order dated 08.05.2014 passed by the Collector, Nagpur and the revisions made in the layout plan were also finally approved by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

C. That the Owner/Developer decided to develop the Plot No. 7 out of the above said sanctioned layout scheme into a residential estate by constructing double duplex/ twin bungalow/row-houses &high-rise buildings containing self-contained apartments, & with such intention the Owner/Developer submitted the plan for sanction in the office of Nagpur Improvement Trust. That said building plan was sanctioned vide Building Permit No. BE(M)/South/Nagpur(R)/BP-3740/2013021864/204, dated 02.04.2013;

D. The Owner/Developer initially submitted that portion of Plot No. 7, admeasuring about 14,720.571Sq. Mtrs. alongwith the construction of various independent residential units standing thereon known & styled as

"**NAND**" to the provisions of Maharashtra Apartments Ownership Act, 1970 by executing & registering a Deed of Declaration u/s 2 of the Act on 18.04.2013, which was duly registered before Jt. Sub-Registrar, Nagpur-7(rural) in Book No. 1 at Sr. No. 2095. Subsequently said Deed of Declaration was revised by executing and registering a Deed of Correction to Deed of Declaration on 01.11.2013, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 5453;

E. The building plan of the NAND was again revised & the Nagpur Improvement Trust accorded its sanction and approval to said revision vide building permit No. EE(Metro)/BE-2/737 dated 22.05.2014; Accordingly, in pursuance to said revision the Deed of Declaration was also corrected by executing and registering a Deed of Correction to Deed of Declaration on 24.06.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 3679. And further Deed of Correction/ Amendment to Deed of Declaration dated 15.07.2014 was executed and was duly registered before the Jt. Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4150. This revised building sanction was specifically granted to the Owner/Developer for construction of11 Nos. 4-BHK bungalows, 55 Nos. 3-BHK Twin Bungalows & 168 Nos. 3-BHK apartments on Plot No 7, with total built-up area admeasuring about 20,565.094 Sq. Mtrs. (Approximately);

F. The Owner/ Developer thereafter applied for the compounding of the structure u/s 52-A of the M.R.T. P. Act, 1966, which was subsequently sanctioned by the office of Asst. Engineer of Compounding Cell of Nagpur Metropolitan Region, Nagpur vide Government Notification dated 07.10.2017 issued u/s 52-A of the M.R.T.P. Act, 1966 r/w Sec. 143 of the M.R.T.P. Act, 1966 vide building permit No. AE Compounding Cell (NMRDA)/BP/04 dated 16.04.2018. Accordingly in pursuance to the said revision the Deed of Correction to Deed of Declaration was executed on 06.09.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 1 at Sr. No. 12264 on 06.09.2021 and subsequently in order to add revised area Deed of Correction to Deed of Declaration was executed on 22.12.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur-10, in Book No. 1 at Sr. No. 14066. Thus, by virtue of this compounded building permit referred to *supra,* the initial Building Permit bearing No. BE(M)/South/Nagpur(R)/BP-3740/2013021864/204, dated 02.04.2013 is seized to operate and subsequent applicable building permit shall be bearing No. AE Compounding Cell (NMRDA)/BP/04 dated 16.04.2018.

G. 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 Mumbai bearing No. P50500002672on 02.08.2017;

H. The errors occurred in above mentioned Deed of Correction to Deed of Declaration dated 15.07.2014 were removed by executing a Deed of Correction on 08.10.2014, which was duly registered before the Jt. Sub-Registrar, Nagpur-7(Rural) in Book No. 1 at Sr. No. 5765;

I. In the premises aforesaid, the Owner is enjoined to construct residential double duplex/ twin bungalow/row-houses & apartments to be known as "**NAND**" in accordance with the plans that have been sanctioned by the Nagpur Improvement Trust& which may be amended from time to time.

J. The Owner/Developer has completed the construction of the double duplex/ twin bungalow/ row-houses in "NAND" in accordance with the building plan sanctioned by the Nagpur Improvement Trust;

K. The Purchasers have demanded from the Owner/Developer & the Owner/Developer offered physical inspection to the Purchaser of said apartment/ bungalow/ twin-bungalow/ double duplex/ row house (hereinafter referred to as the Unit for the sake of brevity) (complete in all respect as per specifications and amenities) including all the documents, sanctions & permissions recited hereinabove, the sanction plans, designs & specifications prepared by the Owner's Architects in respect of their unit. The Purchasers hereby expressly confirms that they have 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 & also satisfied with the quality of construction of their unit and confirm that the construction is specifically as per the sanctioned building plan approved by the Nagpur Improvement Trust, mentioned hereinabove;

L. The Purchasers being fully satisfied in respect of the title of the Owner/Developer to said property has approached the Owner/Developer to purchase of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land (inclusive of all

utility areas)on "as is where is basis" in the cluster known as "**NAND**" constructed on said property & delineated on the floor plan annexed hereto &thereon & more particularly described in the Second Schedule hereunder written (hereinafter called "**said unit**") 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 unit;

M. The Purchasers have paid the abovesaid purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner fully described in **ANNEXURE-A** attached herewith towards the cost of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with _____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**NAND**" and the Owner/Developer doth hereby acknowledge the receipt thereof in favour of the Purchaser. AND upon registration of this present said **Apartment No. _____** has been transferred in favour of the Purchasers permanently on AS IS WHERE IS basis to hold the same as an absolute owner.

N. The Purchasers further paid the Service Tax, VAT, GST, Development Charges, Stamp Duty & Registration Fees, Electricity Deposit, and Electric Meter Charges etc. in respect of said unit to the Owner/ Developer and the Owner/ Developer in turn deposited that payment to the respective authorities.

O. The Owner/Developer has handed over vacant, physical possession of said apartment to the Purchaser, as per the settled terms and the Purchaser hereby declare that he is received the vacant physical & legal possession of said apartment from the Owner/Developer and have absolutely no complaint about the quality of construction, specifications, amenities, carpet/built-up/ super built-up area, elevation, colours, parking etc. It has been declared by the Purchaser that he is satisfied with all the aspects in relation to said apartment and have absolutely no complaints against the Owner/Developer. The Purchaser agrees to take unconditional possession of said unit from the Owner/Developer. The

Purchaser understands that the Amenities and Facilities mentioned in all communications of the Owner/Developer and mentioned in the brochures issued by the Owner/Developer has only representative value and the actual Amenities and facilities constructed/to be constructed in the Township may not be similar in scale and form. Also, the Purchaser understands that the Development of Amenities and Facilities shall be commenced by the Owner/Developer after the completion of Development/construction of all the Residential units in all the Clusters, depending upon the requirement, viability and sustainability of each such Amenity or Facility. The Purchaser further agrees that the brochure regarding the amenities and facilities were never a part of any representation by the seller to lure the purchaser to purchase the unit.

P. It is specifically clarified to the Purchasers that this conveyance/ transfer/ sale is specific & confirmed to said **Apartment No. _____** in cluster known & styled as "NAND" & all land(s) falling outside the periphery/boundary of said unit/cluster/building are clearly outside the scope of this indenture & the Purchaser shall have no ownership rights, no rights of use, no title or no interest or share of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said building.

Q. It is hereby expressly clarified, agreed & understood between the parties hereto that:

A. The entire unconsumed & residual F.S.I., if any in respect of said property, & the entire increased, additional & extra F.S.I. or any other benefit which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Policies, Regulations & bye-laws governing the FSI either before or after execution of Conveyance or any other vesting document in respect of said property or any part thereof shall absolutely & exclusively belong to & be available to the Owner/Developer& neither the Purchaser herein, nor any other on behalf of Association of said cluster shall have any claim any rights, benefits or interest whatsoever including for use & consumption in respect thereof &/or of inconvenience &/or of light & ventilation &/or density & environment &/or of water & electricity;

B. The Owner/Developer alone shall have the full right, absolute authority & unfettered discretion to use, utilize& consume the aforesaid FSI, 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;

R. The Purchaser shall not at any time hereafter raise any grievance, objection or dispute on any ground whatsoever to the provisions of this clause, or to the Owner/Developer exercising its rights as mentioned herein, nor shall he claim any abatement or reduction in the purchase price due to the same nor shall he claim any compensation or damages from the Owner/Developer due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Owner/Developer putting up & effecting such new & additional construction as mentioned hereinabove;

S. The Owner/Developer may at any time assign or transfer in whole or in part its rights & obligations in respect of the 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.

T. The Purchasers shall use said Premises or any part thereof or permit the same to be used only for the purpose for which the same have been allotted. They shall use the parking space for their own vehicle, visitors are not entitled to use the common parking space available in the cluster.

U. The Owner/ Developer declare that it had already paid the municipal/ grampanchyat tax in relation to said cluster with the appropriate authority upto date, however upon handing over the vacant and physical possession of said unit, the Purchasers shall bear & pay the proportionate municipal/ Grampanchyat taxes.

V. That the Purchasers agrees to pay the maintenance charges @ Rs. __/- per sq. ft. per month (based upon super built-up area of said unit) applicable from the date of this document to the Agency nominated by the Owner / Developer, which may further enhance depending on the future contingencies, requirement and expenditure required thereto, till such time the Association of the cluster has been come into existence. The enhancement in the maintenance charges shall be the exclusive

discretion of the Owner/ Developer or the Owners Association of the cluster, which every Purchaser/s shall be bound to pay such amount per month/ per year, as the case may be. In case any time in future the maintenance charges would be escalated for any reasons, in such events the Purchaser shall be bound to pay the difference amount as and when claimed by the Owner/ Developer, however all such enhancement shall be subject to the written intimation by the Owner/ Developer to the Purchaser herein on the address given by the Purchaser in the array of this Indenture.

W. The Allottee(s)/Purchaser(s) hereby agrees to enter into a maintenance contract with any association/agency or other body/(ies) (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Vendor Company from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the Said Project and its common areas, infrastructure and services/amenities therein and the Allottee(s)/Purchaser(s) shall pay the maintenance charges as per bill raised by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee(s)/Purchaser(s) is in occupation/possession of the said unit or not.

X. It is understood & agreed by & between the parties hereto that the terrace/basement/ stilt parking of building/ apartment scheme wherein the unit of the Purchaser are located is to be utilized by the residential unit owners of the building, however no owner is entitled for any construction (temporary or permanent) upon said terrace, any such act by the Purchaser shall be construed to be the breach of the terms of Deed of Declaration & such Purchaser may be forced to demolish such construction. The utilization of the terrace/ basement/ stilt parking of the building by the owners of commercial units in the building shall be the absolute discretion of the Owner/ Developer and/or the Apartment Owners Association and the Purchaser/s of commercial unit is bound and undertaken to abide the same without any resistance or objection.

Y. It is further expressly clarified, agreed & understood by & between the parties hereto that layout roads, pathways, common area & restricted common area mentioned in the Deed of Declaration shall exclusively belong to the Owner/Developer/ Statutory Authorities& the Owner/Developer/ Statutory Authority shall have full right, absolute authority, & unfettered discretion to use the same in any lawful manner, including for putting up & displaying hoarding/advertisements thereon.

The Owner/Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser or said Association &neither Purchaser nor said Association shall at any time raise any dispute or objection in this regard.

Z. The Purchasers shall be responsible to bear & pay all statutory taxes, dues, levies & duties by whatever name called &/or of whatsoever nature including but not limited to Service Tax(as per actual),VAT levied/charged by the State &/or Central Government or any other competent authority in respect of this transaction &/or Agreement at any time hereafter & the Purchasers doth hereby agrees & undertakes to indemnify & keep indemnified the Owner/Developer & his successors-in-title & assigns in respect thereof.

AA. The Purchasers hereby declares that they have gone through the Deed of Declaration and/or its correction executed and registered from time to time in detailed and also understanding the contents thereof. The Purchasers hereby undertakes to abide all conditions as may be set out in said Deed of Declarations/ its Correction at all time during the ownership of said unit.

BB. The Purchasers shall not use the said Apartment for any purpose of offensive trade/ business or as a godown for storage of any hazardous/ chemical/ narcotic substances, or any such activity which may be termed as any national activity/ acts. The Purchasers shall use said Apartment for residential purpose only and not for any commercial activity. The Purchasers or its successor shall not change the colour scheme of external elevation of said unit any time in future.

CC. It is also understood & agreed by & between the parties hereto that all the Purchaser/s of the apartments/ row houses/ bungalows/ shops in the VRINDAVAN including the Purchasers herein shall be entitled to use & has ingress &/or egress through all the internal roads & pathway on the podium level &/or on the ground level (i.e. below the podium) provided on said property.

DD. The Purchasers shall not do any such act/ deed / things which may cause any inconvenience to other co-owners of the cluster and shall use the premises diligently for which the same has been provided.

EE. The Purchaser on his own or with the association of the other co-owners of the cluster shall not cause any alteration, modification, amendment,

deletion etc. in relation to the common/ restricted area and facility and shall not carry out the partition thereof contrary to the Deed of Declaration and shall follow the terms of Deed of Declaration/ its Corrections strictly.

FF. It has been understood by the Purchasers that except due to transfer of said unit due to inheritance and survivorship, it shall be obligatory on the part of Purchaser to obtain the No-Objection Certificate from the Owner/ Developer or the Owners Association of the cluster prior to transfer the unit owned by him to any prospective Purchaser/ transferee, such No-Objection Certificate shall be subject to the norms as may be set out to that effect in the Deed of Declaration or thereafter as per general consensus of the Owners Association.

GG. It has been made aware to the Purchaser that unless 95% of the units in the cluster have been sold out and the physical possession thereof would be delivered to such Purchaser, the Purchaser herein shall not be entitled to ask for formation of Owners Association for said cluster.

HH. All costs charges & expenses in connection with the formation of said Common Association as well as the costs of preparing & engrossing the vesting document, stamp duty & registration charges thereof & all other agreements, transfer deed, or any other documents required to be executed by the Owner/Developer as well as the entire professional costs of the Attorney of the Owner/Developer for preparing & approving all such documents shall be borne & paid by the Purchaser proportionately as per holding. The share of the Purchaser in such costs, charges & expenses shall be paid by him immediately on demand.

II. That the Purchasers hereby assures/ declares that they shall use the premise purchase by them strictly for the residential purpose only & shall not use the same for any other business/office/commercial purpose. It has been made very clear to the Purchasers that even the professionals cannot use the premise purchase by them for establishing their office/chamber as the case may be.

JJ. That with the execution and registration of Sale Deed, the Purchasers may at their own cost mutate their name with the appropriate statutory revenue/ grampanchyat authorities in respect of said unit, by following the due procedure of law, the Owner/ Developer shall extend its co-operation to the Purchasers in that regard.

KK. The Stamp Duty & Registration charges payable on this agreement as also proportionate stamp duty & registration charges on vesting documents shall be borne & paid by the Purchaser alone.

LL. That the Owner/Developer executed a Power of Attorney for admission & execution in favour of Mr. Sachin S/o Shankarrao Chaudhary & Mr. Yaseen Aktar S/o Parvez Aktar, on 04.10.2021, which was duly registered before the Jt. Sub-Registrar, Nagpur No. 10, in Book No. 4, at Sr. No. 12720 & the same was duly authenticated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said land)

ALL THAT piece & parcel of land bearing Plot No. 7, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 18444.73 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur& plot of land is bounded as under: -

ON THE EAST: 18.00 Mtrs. Road;
ON THE WEST: Plot No. 6;
ON THE NORTH: 15.00 Mtrs. Road;
ON THE SOUTH: 9.00 Mtrs. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(said Apartment)

ALL THAT Piece & Parcel of **Apartment No. _____**, on _____ Floor, in Block No. _____, Building No. _____, having carpet area & built up area admeasuring about _____ sq. mtrs & _____ sq. mtr. respectively & Super built up area admeasuring about _____ sq. mtrs., covered in ___Bedroom, 1 Kitchen & 1 Hall along with Latrine & bath together with ____% undivided proportionate share in plot of land (inclusive of all utility areas) on "as is where is basis" in the cluster known as "**NAND**" being the portion of "**VRINDAVAN**" 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: _____;

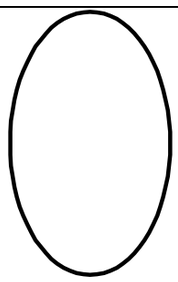
THE THIRD SCHEDULE ABOVE REFERRED TO

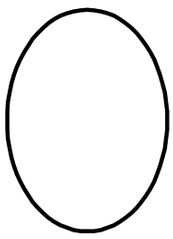
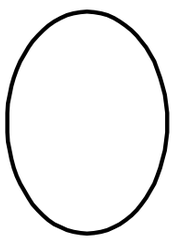
(List of common areas and facilities)

1. Water tank on the roof top of each unit.
2. Landscaping.
3. Access to Garden & Play Ground.
4. Electric sub-station/Transformer (if any).
5. Drainage, plumbing network, storm water drain, electric installations, electrical poles.
6. Drive ways.
7. Temple.

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

<table>
<tr><td rowspan="2"><u>WITNESSES</u>

1) _____</td><td></td><td></td><td>FOR RADHA MADHAV DEVELOPERS

(RAJESH NAVRANGLAL AGRAWAL)
Its Partner
OWNER/DEVELOPER</td></tr>
<tr><td></td><td></td><td>1)
( )
<u>PURCHASER</u></td></tr>
<tr><td>2) _____</td><td></td><td></td><td>2)
( )
<u>PURCHASER</u></td></tr>
</table>

ANNEXURE – "A"

MANNER OF PAYMENT

Amount Rs.	CHEQUE/D.D. No./ RTGS/NEFT/UPI No.	Date	Bank
Rs. /-			
Rs. /-			
Rs. /-			
Rs. /-	**TOTAL AMOUNT (RUPEES _____ ONLY)**		