# AGREEMENT TO SELL

**VALUED AT RS. ...../-**

**(RS. ..... ONLY)**

M.V Rs. ...../-

This AGREEMENT TO SELL is made at Nagpur on this..... Day of ..... the year TWO THOUSAND and NINETEEN between

**01. M/S RADIANCE INFRAVENTURE,** a partnership firm having Office at F-1/A, Sagar Jyoti Complex, Ayodhya Nagar, Nagpur – 440024 acting through authorised Partner **SHRI .....,** aged about ..... years, and/or **SHRI .....,** aged about .... years, hereinafter known and referred to as the **"PROMOTER/DEVELOPER"** which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER as well as its Partners, their heirs, legal representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART, AND; {PAN : ..... }

**02. SHRI / SMT. .....,** aged about .... years, Occupation : ....., Resident of ....., hereinafter known and referred to as the **"ALLOTTEE/PURCHASER/S"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND; {PAN : .....} {UID : ..... }

WHEREAS, the PROMOTER is the owner of ALL THAT piece and parcel of land admeasuring 0.45 Hectares 4500.00 Sq. Mtrs. being Northern Portion of land bearing Kh. Survey No. 189/1, in all admeasuring about 0.96 Hectares i.e. 9600.00 Sq. Mtrs., Land Revenue Rs. 7.75 yearly, with Occupant Class I Bhumiswami rights, situated at MAUZA : PIPLA, P. H. No. 38, Tahsil : NAGPUR (RURAL), District : NAGPUR and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land"),

AND WHEREAS, the PROMOTER obtained the Title on the said lands by virtue of the registered Sale Deed dt. 11.05.2016 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 3671 dt. 11.05.2016 and the PROMOTER mutated it's name in revenue records as the owner of the said land.

AND WHEREAS, the PROMOTER got the user of the said lands converted from agricultural user into non agricultural user purposes under the provisions of the Maharashtra Land Revenue Code, 1966 from the Collector, Nagpur by virtue of Order / Sanad dt. 07.01.2019 in Revenue Case No. 147/NAP-34/Mauza : Pipla/2018-19,

AND WHEREAS, PROMOTER carved a lay out on the said portion of land of Kh. No. 189/1 and got the Group Housing Scheme on the said land consisting of Apartment/Flat Scheme building which is sanctioned by the Executive Engineer – 1, Nagpur Metropolitan Region Development Authority vide Agreement dt. 11.02.2019 and started construction of building Scheme consisting of various Residential premises.

AND WHEREAS, the PROMOTER here-in submitted the said proposed building to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dt. ..... registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. ..... dt. ..... and the building is known as "SAI KRISHNA RESIDENCY",

AND WHEREAS, the PROMOTER has now decided to sell the various Residential Apartments to be erected on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said scheme so that the funds of the prospective buyers of various Residential Apartments in the said scheme are utilised for development and the said scheme can be completed at earliest possible time,

AND WHEREAS, the PURCHASER/S hereinabove being interested to own one of the Residential Apartment in the said building, approached the PROMOTER herein and visited the office of the PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and PROMOTER'S authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers,

AND WHEREAS, the PURCHASER here-in-above approached to the PROMOTER for the purchase of Residential Apartment for his/her/their purposes admeasuring about ..... Sq. Mtrs. of Carpet area on ..... FLOOR in the of building known as "SAI KRISHNA RESIDENCY", to be developed on the said land and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Residential Apartment to the PROMOTER ,

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

AND WHEREAS the PROMOTER is under the process of registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS the PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the ownership Title Deeds the PROMOTER has sole and exclusive right to sell the Residential Apartment s in the said building/s to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/PURCHASER(s) of the Residential Apartment/s to receive the sale consideration in respect thereof;

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

AND WHEREAS the authenticated copies of Certificate of Title issued by M/s Dwivedi & Khedkar Advocates, authenticated copies of Property card 7/12 Abstract or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the Residential Apartment/s are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of plan of the Layout as proposed by the PROMOTER and according to which the construction of the building and open spaces are proposed to be provided for on said project have been annexed hereto and marked as Annexure C,

AND WHEREAS the authenticated copies of the plans and specifications of the Residential Apartment agreed to be purchased by the ALLOTTEE/PURCHASER, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

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

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

AND WHEREAS the PROMOTER has accordingly commenced construction of the said building/s in accordance with said proposed plans.

AND WHEREAS the PROMOTER is under the process of registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS the ALLOTTEE/PURCHASER has applied to the PROMOTER for allotment of Residential Apartment No. ..... on ..... FLOOR situated in the said building named as "SAI KRISHNA RESIDENCY", being constructed on the said land of the said Project,

AND WHEREAS the carpet area of the said Residential Apartment is ..... Sq. Mtrs. including enclosed balcony area and "carpet area" means the net usable floor area of Residential Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential Apartment for exclusive use of the ALLOTTEE/PURCHASER or veranda area and exclusive open terrace area appurtenant to the said Residential Apartment for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the Residential Apartment.

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

AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the PROMOTER a sum of Rs. ...../- (RS. ..... ..... ONLY), being part payment of the sale consideration of the Residential Apartment agreed to be sold by the PROMOTER to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has/have agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the PROMOTER is required to execute a written Agreement for sale of said Residential Apartment with the ALLOTTEE/PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Residential Apartment .

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

01. The PROMOTER shall construct the building consisting of Residential Apartments on the parcel of land described above known and styled as "SAI KRISHNA RESIDENCY" consisting of ground, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/PURCHASER Residential Apartment No. ..... having carpet area admeasuring ..... Sq. Metres on ..... FLOOR in the building known as "SAI KRISHNA RESIDENCY" (hereinafter referred to as "the Residential Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure "D" for a the consideration of RS. ...../- (RS. ..... ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Residential Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The ALLOTTEE/PURCHASER has paid on or before execution of this agreement a sum of RS. ...../- (RS. ..... ONLY) by account payee Cheque bearing No. ..... dt. .....2019 drawn on ..... Bank, as advance payment or application fee and hereby agrees to pay to that PROMOTER the balance amount of RS. ...../- (RS. ..... ONLY) in the following manner :-

**MANNER OF FURTHER PAYMENT**

| Amount Rs. | to be Payable by the Purchaser to the Promoter. |
|---|---|
| ..... | to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of starting of plinth level. |
| ..... | to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of 2nd Floor Slab. |
| ..... | to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of .... Floor Slab. |
| ..... | to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of ..... Floor Slab. |

| | |
|---|---|
| --- | to be paid to the Promoter on completion of the staircases, Lift wells, Lobbies, upto the floor level of the said unit. |
| --- | to be paid to the Promoter on completion of the external plumbing and external plaster, elevation & Terraces of the building in which unit located. |
| --- | to be paid to the Promoter on completion of lift electrical fitting of common areas, tiles, shutter of the said unit. |
| --- | Balance Consideration at the time of handing over of the possession of the unit to the allottee on or after receipt of Occupancy Certificate or Completion Certificate. |
| ...../- | TOTAL RS. |

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Value Added Tax, Service Tax/GST, Cess and Insurance premium towards title of property and Building or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER/DEVELOPER) up to the date of handing over the possession of the Residential Apartment.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the PROMOTER shall demand additional amount from the ALLOTTEE/PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(f) The ALLOTTEE/PURCHASER authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

Note : Each of the instalments mentioned in the sub clause 1(b) shall be further subdivided into multiple instalments linked to number of floors in case of multi-storied building /wing.

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

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE/PURCHASER. The PROMOTER shall abide by the time schedule for completing the project and handing over the Residential Apartment to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASERs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 (b) herein above. ("Payment Plan").

03. The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The PROMOTER has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Residential Apartment based on the proposed construction and sale of Residential Apartment s to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the Residential Apartment to the ALLOTTEE/PURCHASER, the PROMOTER agrees to pay to the ALLOTTEE/PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to the PROMOTER/DEVELOPER, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Developer / Promoter shall refund to the Purchaser, subject to deduction 22% of a sum of received plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Residential Apartment which may till then have been paid by the Purchaser to the Developer / Promoter.

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

06. The PROMOTER shall give possession of the Residential Apartment to the ALLOTTEE/PURCHASER on or before 31st day of December 2022 If the PROMOTER fails or neglects to give possession of the Residential Apartment to the ALLOTTEE/PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE/PURCHASER the amounts already received by him in respect of the Residential Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

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

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

(i) War, civil commotion or act of God;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession - The PROMOTER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Residential Apartment , to the ALLOTTEE/PURCHASER in terms of this Agreement to

be taken within 15 days from the date of issue of such notice and the PROMOTER shall give possession of the Residential Apartment to the ALLOTTEE/PURCHASER. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/DEVELOPER. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEE/PURCHASERs, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTEE/PURCHASER shall take possession of the Residential Apartment within 15 days of the written notice from the PROMOTER to the ALLOTTEE/PURCHASER intimating that the said Residential Apartment/s are ready for use and occupancy:

7.3 Failure of ALLOTTEE/PURCHASER to take Possession of Residential Apartment : Upon receiving a written intimation from the PROMOTER as per clause 8.1, the ALLOTTEE/PURCHASER shall take possession of the Residential Apartment from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Residential Apartment to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 9.3 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Residential Apartment to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter any structural defect in the Residential Apartment or the building in which the Residential Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Residential Apartment , the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are affected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Residential Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter shall not be liable for make good of the defect.

08. The ALLOTTEE/PURCHASER shall use the Residential Apartment or any part thereof or permit the same to be used only for purpose of Legal Purposes.

09. That the Developer / Promoter has decided to dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration dt. ..... u/s 2 of the said Act, registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. ..... dt. ..... Thus the said Project will be governed by the provisions of

The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

9.1 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Residential Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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

9.3 The Developer / Promoter shall, within 6 Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the SELLERS/ Promoter / owners in the said structure of the Building or wing in which the said Residential Apartment is situated

9.4 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE/PURCHASER that the Residential Apartment is ready for use and occupancy, the ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential Apartment ) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/PURCHASER shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the PROMOTER monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.

10. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises will pat to the PROMOTER/DEVELOPER, the following amount:-

(i) the actual amount paid to the Govt. Authorities for obtaining the Electric Meter and share in installation of Transformer.

(ii) the actual amount to be payable for the one time maintenance / corpus fund or as may be decided by Promoter and/or the Association for maintenance of the building.

11. The ALLOTTEE/PURCHASER / PROMOTER shall pay a sum of all for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with cost of preparing and engrossing the Agreement To Sell / conveyance.

12. At the time of registration of this Agreement as well as Sale Deed / conveyance, the ALLOTTEE/PURCHASER / PROMOTER shall pay applicable Stamp Duty and Registration Charges.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE/PURCHASER as follows:

i. The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Residential Apartment /Plot] which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Residential Apartment to the ALLOTTEE/PURCHASER in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

x. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/PURCHASERs the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

xi. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

14. The ALLOTTEE/PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the Residential Apartment may come, hereby covenants with the PROMOTER as follows :-

i. To maintain the Residential Apartment at the ALLOTTEE/PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Residential Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Residential Apartment is situated and the Residential Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Residential Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Residential Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Residential Apartment is situated, including entrances of the building in which the Residential Apartment is situated and in case any damage is caused to the building in which the Residential Apartment is situated or the Residential Apartment on account of negligence or default of the ALLOTTEE/PURCHASER in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Residential Apartment and maintain the Residential Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE/PURCHASER and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated or the Residential Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

v. Not to do or perform any activity, which will result in damages to the said Residential Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Residential Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Apartment in the compound or any portion of the project land and the building in which the Residential Apartment is situated.

viii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER/DEVELOPER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Residential Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Residential Apartment by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

x. The ALLOTTEE/PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Residential Apartment until all the dues payable by the ALLOTTEE/PURCHASER to the PROMOTER under this Agreement are fully paid up.

xi. The ALLOTTEE/PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Residential Apartment s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Residential Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Residential Apartment s or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Residential Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER until the said structure of the building is transferred to the prospective buyers.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the PROMOTER executes this Agreement it shall not mortgage or create a charge on the Residential Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/PURCHASER who has taken or agreed to take such Residential Apartment .

19. BINDING EFFECT
Forwarding this Agreement to the ALLOTTEE/PURCHASER by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER/DEVELOPER. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/DEVELOPER, then the PROMOTER shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

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

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/PURCHASER of the Residential Apartment , in case of a transfer, as the said obligations go along with the Residential Apartment for all intents and purposes.

23. SEVERABILITY

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the Residential Apartment to the total carpet area of all the Residential Apartment s in the Project.

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER/DEVELOPER’s Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

27. The ALLOTTEE/PURCHASER and/or PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

28. That all notices to be served on the ALLOTTEE/PURCHASER and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/PURCHASER or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of ALLOTTEE/PURCHASER:
.....
.....

Notified Email ID:

PROMOTER name:
RADIANCE INFRA VENTURE
F-1/A, Sagar Jyoti Complex,
Ayodhya Nagar, Nagpur – 440024.
Notified Email ID:

It shall be the duty of the ALLOTTEE/PURCHASER and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE/PURCHASER, as the case may be.

29. JOINT ALLOTTEES
That in case there are Joint ALLOTTEE/PURCHASERs all communications shall be sent by the PROMOTER to the ALLOTTEE/PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/PURCHASERs.

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

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

32. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring 0.45 Hectares 4500.00 Sq. Mtrs. being Northern Portion of land bearing Kh. Survey No. 189/1, in all admeasuring about 0.96 Hectares i.e. 9600.00 Sq. Mtrs., Land Revenue Rs. 7.75 yearly, with Occupant Class I Bhumiswami rights, situated at MAUZA : PIPLA, P. H. No. 38, Tahsil : NAGPUR (RURAL), District : NAGPUR and the same is bounded as under :

ON THE NORTH :

ON THE EAST :

ON THE WEST :

ON THE SOUTH :

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER:

SHRI / SMT. .....
at Nagpur in the presence of WITNESSES:

_____
Name :

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER/DEVELOPER

**SHRI** .....
or
**SHRI** .....
Partner
**RADIANCE INFRA VENTURES**

WITNESSES:

_____
Name :

**SCHEDULE 'A'**

ALL THAT entire R. C. C. Superstructure comprising of Residential Apartment bearing No. ....., covering a Carpet Area of ..... Sq. Mtrs. of the building to be known as "SAI KRISHNA RESIDENCY" together-with ..... % proportionate undivided share and interest in land on the ..... FLOOR in the building situated on the project land FIRST SCHEDULE here-in-above written.

AND THE RESIDENTIAL APARTMENT IS BOUNDED AS UNDER:

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

## RECIEPT

Received from the ALLOTTEE/PURCHASER above named the sum of Rupees ...../- (RS. ..... ONLY) on execution of this agreement towards Earnest Money Deposit.

I/WE say received.

**FOR RADIANCE INFRAVENTURES**

Shri .....
or
Shri .....
Partner
PROMOTER/DEVELOPER.

ANNEXURE – E

(Specification and amenities for the Residential Apartment )

| | | | |
|---|---|---|---|
| 1) | STRUCTURE | : | The Structure of the Building shall be R.C.C. Framed Structure. |
| 2) | WALLS | : | External Walls 230 mm thick (Hollow/Solid) and internal Walls 115 mm thick (Hollow/Solid) as per design. |
| 3) | PLASTER | : | External 20 mm thick Double coat cement plaster and Internal Plaster 12 mm thick smooth cement plaster. |
| 4) | FLOORING | : | Complete vitrified Flooring tiles in all balcony / terraces / kitchen |
| 5) | DOORS | : | Main Door frame is in Teak wood and other Flush Doors with laminate finishing with RCC Framing |
| 6) | WINDOWS | : | Powder coated aluminium sliding windows in Black Colour with clear Glass. |
| 7) | TOILETS | : | Flooring & Dado in vitrified / ceramic tiles upto Lintel height with sanitary ware. Single lever Thermostatic mixers shall be provided for bathroom as per design. All Toilets shall have water supply system through Overhead water tank. |
| 8) | PAINTINGS | : | External Walls : Two base of of Birla White & one Coat of Water proofing Paint<br>Internal Walls : Two layers base coat (putty) and two coats of Acrylic distemper. |
| 9) | WATER SUPPLY | : | Well / Borewell water through common underground water sump. |
| 10) | ELECTRIFICATION | : | Concealed copper wiring in PVC conduits with modular Switches |
| 11) | LIFT | : | For Two BHK Towers Two Lifts in each Building of 8 (Eight) passengers Lift<br>For One BHK Towers One Lifts in each Building of 8 (Eight) passengers Lift |
| 12) | SITE DEVELPOMENT | : | Internal Road Paving of concrete Blocks / Trimix concrete. |
| 13) | PLUMBING | : | All drainage Lines of RCC pipe. All water lines shall be of CPVC & UPVC pipes. All Balcony, Landing rainwater downtake pipes shall be of SWR Cp and Santinarty fittings in all toilets and kitchen. |
| 14) | HOT WATER | : | Provision for Geyser point in all toilets excluding kitchen. |
| 15) | KITCHEN | : | Kitchen otta in granite with stainless steel sink and having ceramic / vitrified dado of 2 ft height. |
| 16) | PARKING | : | Common Covered / open parking for cars / two wheelers for Apartments |