

AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2021, BETWEEN :

THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR, (Income Tax PAN AABAJ5682K), A Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. NGP/HSG/774 Dated 04-01-1973, having its Registered Office at 26, Dongre Lay-out, Shraddhanandpeth, South Ambazari Road, Nagpur - 440010, acting through its duly Constituted Attorney **MAHENDRA INFRA HEIGHTS PRIVATE LIMITED**, (formerly known as Taywade Industries Pvt. Ltd.), A Company duly Incorporated under the Companies Act, 1956 bearing Incorporation No. U74900MH2012PTC226547 Dated 31-01-2012 (Income Tax PAN AAECT1628A) having its Office at 4, "MALHAR", Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036 and acting through its Managing Director SHRI. MAHENDRA S/o LATE SHRI. SHYAMRAO TAYWADE, Aged 53 Years, Occupation - Business, Resident of 4, "MALHAR", Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036, Tahsil and District - NAGPUR, hereinafter called the "**THE SOCIETY/OWNER**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Office bearers, administrators, liquidators, successors and assigns) of the **FIRST PART**.

AND

MRS./SMT./SHRI. _____,
 Aged about _____ Years, Occupation - _____,
 Income Tax Permanent Account No. _____,
 Aadhar Unique Identity No. _____,
 Resident of _____,

hereinafter called the “**ALLOTTEE/S**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**ALLOTTEE/S**”, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

MAHENDRA INFRA HEIGHTS PRIVATE LIMITED, (formerly known as Taywade Industries Pvt. Ltd.), A Company duly Incorporated under the Companies Act, 1956 bearing Incorporation No. U74900MH2012PTC226547 Dated 31-01-2012 (Income Tax PAN AAECT1628A) having its Office at 4, “MALHAR”, Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036 and acting through its Managing Director SHRI. MAHENDRA S/o LATE SHRI. SHYAMRAO TAYWADE, Aged 53 Years, Occupation - Business, Resident of 4, “MALHAR”, Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036, Tahsil and District - NAGPUR, hereinafter referred to as the “**DEVELOPER / PROMOTER / CONFIRMING PARTY**”, (which expression shall unless it be repugnant to the context or meaning thereof always mean and include the said **COMPANY** and its **DIRECTORS**, as well as its legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**.

WHEREAS, the property comprising ALL THOSE Pieces and Parcel of land bearing Plot Nos. 27 (TWENTY SEVEN) and 28 (TWENTY EIGHT), containing by admeasurement 10700.00 Sq. Ft. and 5341.00 Sq. Ft. respectively, thus total admeasurement 16,041 Sq. Ft. (OR 1490.25 Sq. Mtrs.), being a portion of the entire land bearing Kh. Nos. 110/37 and 110/38 respectively of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9 (Old No. 7), bearing City Survey No. 2270 and Sheet No. 85, situate at Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written (**hereinafter referred to as “the project land”**) belongs to the Owner Society hereinabove named; AND

WHEREAS, the Society named hereinabove is a Co-operative Housing Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 and is sub classified as a Tenant Co-Partnership Housing Society, meaning thereby that both the land and the Building(s) shall be owned by the Society and its Shareholder Members shall hold Flats therein as ‘Allottees’ thereof with heritable and transferable rights therein; AND

WHEREAS, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 110/2, 110/37 & 110/38, P.S.K. 9 (Old No. 7) of Mouza - AMBAZARI, having Malik Makbuja rights, bearing City Survey No. 2270 and Sheet No. 85 of Mouza - Ambazari, situate at Dongre Layout, Shraddhanandpeth, Nagpur, in Tahsil and District – NAGPUR, Originally belonged to Shri Govindrao Ramchandrarao Dongre, being his separate property; AND

WHEREAS, the said Shri Govindrao Ramchandrarao Dongre diverted the aforesaid entire land comprising Kh. No. 110/2, 110/37 & 110/38 into a Non-Agricultural

(Residential) Use under the provisions of then applicable Central Provinces Land Revenue Act, 1917; AND

WHEREAS, the said Shri Govindrao Ramchandrarao Dongre lateron prepared a Layout of the aforesaid landS by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide its Order Dated 14-01-1955; AND

WHEREAS, the aforesaid Shri Govindrao Ramchandrarao Dongre lateron in his turn transferred/sold Plot No. 26 (TWENTY SIX) out of out of Khasra No. 110/2 admeasuring 11235.00 Sq.Feet (OR 1043.73 Sq. Mtrs.) as well as Plot No. 27 (TWENTY SEVEN) out of Khasra No. 110/37 admeasuring 10700.00 Sq. Ft. (OR 994.03 Sq. Mtrs.) AND Plot No. 28 (TWENTY EIGHT) out of Khasra No. 110/38 admeasuring 5341.50 Sq. Ft. (OR 496.23 Sq. Mtrs.), to Shri Purnachandrarao Buty by a Sale Deed Dated 24-04-1942, which is duly registered at the Office of the Sub-Registrar, Nagpur at Serial No. 111 on even date; AND

WHEREAS, the said Shri Purnachandrarao Buty left for heavenly abode on 30-03-1954, leaving behind him his Widow Smt. Indirabai Buty and three sons namely (i) Shri Vishwanath Buty, (ii) Shri Ramchandra Buty and (iii) Shri Mukund Buty, as the only legal heirs of the deceased, who inherited the aforesaid property comprising Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) & 28 (Twenty Eight), all situate at Dongre Layout, Shraddhanandpeth, Nagpur, in Tahsil and District – NAGPUR by way of intestate succession. The aforesaid entitlement of the legal heirs was in their capacity as Karta of their respective Hindu Undivided Families; AND

WHEREAS, the said legal heirs lateron effected a oral partition of their various properties, as a result of which the aforesaid Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) and 28 (Twenty Eight) were allotted to the exclusive share of Shri Mukund S/o Purnachandrarao Buty in his capacity as Karta of Hindu Undivided Family absolutely forever with heritable and transferable rights therein; AND

WHEREAS, the Employees of Life Insurance Corporation of India, who were desirous to form a Co-operative Housing Society to provide housing accommodation to Members constituted the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited, Nagpur and got the same duly registered under the law; AND

WHEREAS, the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of his H.U.F. lateron transferred/sold Plot No. 26 (Twenty Six) by way of Sale to the Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Society named hereinabove by a Sale Deed Dated 15-02-1973, which is duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 653 on 22-02-1973 and the said Sale Deed is duly signed by Shri Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri Purnachandrarao Buty, in the capacity of consenting parties; AND

WHEREAS, in the like manner the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of H.U.F. in his turn transferred/sold Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) by way of sale to Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Owner Society abovenamed by a Sale Deed Dated 25-06-1973, which is also duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 2833 on 27-06-1973. The said Sale Deed is also duly signed by Shri Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri

Purnachandrarao Buty, in the capacity of consenting party. As a result therefore the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records; AND

WHEREAS, the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur lateron decided to develop the said Plots into a RESIDENTIAL ESTATE by constructing Double storeyed Buildings thereon consisting of various self contained separate Apartments/Flats therein; AND

WHEREAS, accordingly the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has prepared a Plan of a Double storeyed Buildings then proposed to be constructed on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) consisting of 16 (SIXTEEN) self contained separate Apartments therein and the same is also duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/4455/10096 Dated 29-11-1974; AND

WHEREAS, for construction of the aforesaid Buildings on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) for its Members, the Society had availed a Loan from Life Insurance Corporation of India and mortgaged the said property to it by a Deed of Mortgage Dated 18-12-1974, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur, in Book No. 1, at Sr. No. 5080 on even date. During the course of time the Members through said Society repaid the entire amount of Loan togetherwith the interest accrued thereon and got the aforesaid property freed and discharged from the said Mortgage. A Deed of Reconveyance to that effect was executed by the Life Insurance Corporation of India in favour of the Society on 11-06-2002, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1, in Additional Book No.1, at Serial No. 1798 on 12-06-2002; AND

WHEREAS, the Society after completion of the construction delivered possession of allotted Apartments to its Members. Subsequently the Society executed various Sale Deeds in favour of its Members in the following manner:

Sr. No.	Flat No.	Floor	Name of Member
01	G-1	Ground	Shri. Madhukar Vitthalrao Phaye
02	G-2	Ground	Shri. Subhash Abhyankar
03	G-3	Ground	Shri. Prabhakar Narayanrao Pusadkar
04	G-4	Ground	Shri. Ramratan Gangaram Nimje
05	G-5	Ground	Shri. Raghunath Wasudeo Dhanagare
06	G-6	Ground	Shri. Kumar Nilkanth Deshpande
07	G-7	Ground	Shri. Dattatraya Shankarrao Pandit
08	G-8	Ground	Smt. Pushpa Hemant Desai
09	F-1	First	Shri. Govind Hemandas Bhambhani
10	F-2	First	Shri. Hardas Sugnomal Keswani
11	F-3	First	Mrs. Kunda Dinkar Joshi
12	F-4	First	Ku. Amruth Ramaswami Naidu

13	F-5	First	Shri. Madhusudan Pandharinath Bakre
14	F-6	First	Shri. Shesh Gopalan
15	F-7	First	Shri K. Srinivasan
16	F-8	First	Shri. Suresh Narsinha Potdar

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-1 on the Ground Floor by way of sale to Shri Madhukar S/o Vitthalrao Phaye, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1at Sr. No. 1821 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-2 on the Ground Floor by way of sale to Smt. Sujata Wd/o Late Shri Subhash Abhyankar, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1at Sr. No. 2203 on even date. The said Smt. Sujata Wd/o Late Shri Subhash Abhyankar lateron in her turn transferred/sold the said Apartment No. G-2 on the Ground Floor by way of sale to Shri Harvinder S/o Maniram Nayyar by a Sale Deed Dated 31-05-2007, which is duly registered at the Office of the Sub-Registrar, Nagpur No. 1 in Book No. 1 at Sr. No. 3291 on even date. Shri Harvinder Maniram Nayyar shall be entitled to receive the new Apartment at par with the other Apartment Owners in the said Scheme in accordance with the resolutions adopted by the Society only; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-3 on the Ground Floor by way of sale to Shri Prabhakar S/o Narayanrao Pusadkar, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2057 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-4 on the Ground Floor by way of sale to Shri Ramratan Gangaram Nimje, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1818 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-5 on the Ground Floor by way of sale to Shri Raghunath S/o Wasudeo Dhanagare, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1819 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-6 on the Ground Floor by way of sale to Shri Kumar S/o Nilkanth Deshpande, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1824 on even date; AND

WHEREAS, the aforesaid Shri Kumar Nilkanth Deshpande left for heavenly abode on 08.03.2013 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Minakshi Kumar Deshpande, 2 Daughters namely (i) Mrs. Vaishali

Ratnakar Mate and (ii) Mrs. Prachi Prassana Udgaonkar jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS, the aforesaid Mrs. Vaishali Ratnakar Mate and Mrs. Prachi Prassana Udgaonkar lateron Relinquishment all their respective rights, title and interest in respect of the aforesaid property in favour of their mother namely Smt. Minakshi Kumar Deshpande by executing a Release/Relinquishment Deed on 28-10-2013 and the same is duly registered at the Office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No 6558 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-7 on the Ground Floor by way of sale to Shri Dattatraya S/o Shankarrao Pandit, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1823 on even date; AND

WHEREAS, the said Shri Dattatray S/o Shankarrao Pandit left for heavenly abode on 27.07.2011 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Hemalata Dattatray Pandit and only daughter namely Mrs. Meghna Shrikant Gondhalekar by way of intestate succession, being the only legal heir of the deceased; AND

WHEREAS, the aforesaid Mrs. Meghana Shrikant Gondhalekar later on Relinquished/Released her right and share in the aforesaid property in favour of her mother Smt. Hemalata Dattatray pandit by executing a Deed of Release/Relinquishment on 7.11.2013 and the same is duly registered at the office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No 6759 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-8 on the Ground Floor by way of sale to Mrs. Pushpa W/o Hemant Desai, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2204 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-1 on the First Floor by way of sale to Shri Govind Hemandas Bhambhani, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1822 on even date; AND

WHEREAS, the aforesaid Shri Govind Hemandas Bhambhani lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Together with Apartment No. F-1 on the First Floor by way of sale to Shri. Sumer kumar Maikulal Jaiswal, by a Deed of Transfer Dated 04.02.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 549 on even date; AND

WHEREAS, by a Letter of Allotment, the aforesaid Owner Society allotted the property comprising the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-2 on the First Floor to one of its Share Holder Member Shri Hardas Sugnomal Keswani. Subsequently the Said Shri Hardas Sugnomal Keswani and the aforesaid Society further allotted the said property to Mrs. Renu W/o Gurmukh Khushalani; AND

WHEREAS, the aforesaid Mrs. Renu Gurmukh Khushalani lateron dropped the idea of purchasing the said property and she further requested the aforesaid Society to transfer the said property to Shri Rambhau S/o Abaji Navghare being her nominee. Considering her request and the aforesaid Shri Rambhau Abaji Navghare being her nominee, the aforesaid Society alongwith Mrs. Renu Gurmukh Khushalani lateron jointly transferred/sold the said property by way of sale to Shri Rambhau Abaji Navthare, by a Deed of Sale and Transfer Dated 19-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1948 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-3 on the First Floor by way of sale to Mrs. Kunda W/o Dinkar Joshi, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2054 on even date. Mrs. Kunda W/o Dinkar Joshi left for heavenly abode on 13-06-2018 and consequent upon her demise her aforesaid property devolved upon her Husband Shri. Dinkar Madhavrao Joshi and only son Shri. Ajay Dinkar Joshi. The aforesaid Shri. Dinkar Madhavrao Joshi executed a Deed of Relinquishment on 30-06-2018 in favour of Shri. Ajay Dinkar Joshi, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 3819 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-4 on the First Floor by way of sale to Smt. Amruth alias Anuraddha W/o Narayanswamy Naidu, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2055 on even date; AND

WHEREAS, during her life time the aforesaid Smt. Amruth alias Anuraddha Narayanswamy Naidu executed her LAST WILL AND TESTAMENT on 23-08-2014 and thereby she gave and bequeathed her aforesaid property to her daughter namely Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss absolutely forever with heritable and transferable rights therein; AND

WHEREAS, the aforesaid Smt. Amruth alias Anuraddha Narayanswamy left for heavenly adode on 27.05.2016 and consequent upon her death/demise, her aforesaid daughter namely Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 23.08.2014; AND

WHEREAS, the aforesaid Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss later on transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Mrs. Vaishali Mahendra Taywade, by a Deed of Transfer Dated 30.01.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No.440 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Shri Madhusudhan S/o Pandharinath Bakre, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1820 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-6 on the First Floor by way of sale to Shri Shesh Gopalan S/o Late L.S. Gopalan, by a Sale Deed

Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2056 on even date; AND

WHEREAS, during his life time the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan has executed his LAST WILL AND TESTAMENT on 20.10.2011 and thereby he gave and bequeathed his aforesaid property to his Wife Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan absolutely forever with heritable and transferable rights therein; AND

WHEREAS, the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan left for heavenly abode on 25.11.2014 and consequent upon his death/demise, his aforesaid Widow Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 20.10.2011; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-7 on the First Floor by way of sale to Smt. Saraswati W/o Srinivasan, by a Sale Deed Dated 04.07.2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2205 on even date; AND

WHEREAS, a Deed of Correction to the aforesaid Sale Deed Dated 04-07-2002 was executed on 06-07-2002 and the same is duly registered at the Office of the Head Quarter Sub-Registrar dated 06.07.2002 wide Sr. No. 2245 on even date; AND

WHEREAS, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-8 on the First Floor by way of sale to Shri Suresh S/o Narsinha Potdar, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2053 on even date; AND

WHEREAS, the said Shri Suresh S/o Narsinha Potdar left for heavenly abode on 10.09.2004 (his Wife namely Smt. Sunita Suresh Potdar having predeceased him on 24-10-1991) and consequent upon their deaths/demises, the aforesaid property devolved upon his only son namely Shri Prashant Suresh Potdar and only Daughter namely Mrs. Deepali Shreepad Modak jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS, the aforesaid Mrs. Deepali Shreepad Modak lateron Relinquished all her rights, title, share and interest in respect of the aforesaid property in favour of her brother Shri Prashant Suresh Potdar by executing a Deed of Relinquishment dated 03-06-2005 and the same is duly registered at the Office of the Sub Registrar Nagpur-1 in Book No. 1 at Sr. No 4011 on even date; AND

WHEREAS, the nature of the said Society being "Tenant Co-Partnership", disposition of the undivided share was not permitted. Thus in terms of the Order passed by the Registrar, Co-operative Societies, Nagpur vide its Order No. Dy. Registrar City-1/Housing Order/3434/13 Dated 04-09-2013 it was declared that the entire property shall continue to belong to the said The Jeevan Vihar Co-operative Housing (Apartment) Society Limited and the existing Members will continue to hold and possess the said Allotted Apartments exclusively being the share holder members. Accordingly the records of City Survey was duly corrected and the name of The Jeevan Vihar Co-operative Housing (Apartment) Society was restored and recorded therein; AND

WHEREAS, the aforesaid building is too old and required major repairs thereon and consequentially therefore the Members of the aforesaid Jeevan Vihar Co-operative

Housing (Apartment) Society Limited, Nagpur have now jointly decided to demolish the existing Double Storeyed Buildings standing on the said Plots of land and REDEVELOP the said Plots of land into a RESIDENTIAL ESTATE by constructing New Multistoreyed Building thereon, consisting of various self contained separate Apartments therein. And accordingly they jointly submitted a Requisition for Redevelopment of the said Society's Buildings and the same was unanimously passed in the Special General Body Meeting of the Society held on 16-09-2012; AND

WHEREAS, the Society has vide another Resolution adopted on the same Special General Meeting held on 16-09-2012 unanimously approved the proposal of Redevelopment of the said property by demolition of the existing Buildings; AND

WHEREAS, _____, having office at _____ is appointed as Project Management Consultant (hereinafter referred to as the said '**PMC**') for the said Redevelopment Project by the Owner Society; AND

WHEREAS, the said PMC prepared a detailed Project Report along with the Redevelopment Proposal of the said Plot Nos. 27 & 28; AND

WHEREAS, the Society has decided to select a suitable Developer through a Competitive bidding process and pursuant to such selection assign the Development rights for the project of residential development on the said Plot of land, (hereinafter referred to as '**THE SAID HOUSING PROJECT**') to such Developer; AND

WHEREAS, pursuant to receipt of various offers from the interested Developers, a Special General Body meeting of the Owner Society was called on dated _____ in presence of the representative of the District Deputy Registrar of Co-operative Societies, Nagpur City-1. In the said Meeting the Members have unanimously resolved to accept the Bid of M/s. Mahendra Infra Heights Pvt. Ltd. (formerly known as Taywade Industries Pvt Ltd), the Developer/ Promoter/Confirming Party hereinabove named and further resolved to grant development rights in respect of the said property to the Confirming Party/Developer hereinabove named as specified in the Tender document and relevant modifications thereof; AND

WHEREAS, accordingly in terms of the Agreement of Development dated 16-08-2018, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur- 4 in Book No. 1 at Sr. No. 4902 on even date, the Owner Society has entrusted the entire work of Development of the aforesaid Property to the Developer/ Promoter/ Confirming Party hereinabove named upon the several terms and conditions contained therein; AND

WHEREAS, by the same Agreements the Owner Society has further specifically agreed to execute various Agreements to sell for Allotment of New Flats proposed to be built (excluding the 16 Flats agreed to be allotted to existing Members of Society) in favour of each such individual prospective buyer(s) as may be nominated by the Developer/ Promoter/ Confirming Party hereto; AND

WHEREAS, the Owner Society has executed Irrevocable General Power of Attorney in favour of the Developer/ Promoter/ Confirming Party hereto on 16-08-2018 and the same is also duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 4 at Sr. No. 4903 on even date; **a Copy of said Power of Attorney is annexed hereto and marked as Annexure "G"**; AND

WHEREAS, in pursuance to the order passed by District Deputy Registrar, Co-operative Societies, Nagpur City-1, bifurcation/subdivision of The Jeevan Vihar Co-operative

Housing (Apartment) Society Limited was approved for management of the Building on the adjacent Plot No. 26 vide Order No. **mifu'k&1@fu;eu@-----18@4388@20** dated 30/12/2020. However, the aforesaid bifurcation/subdivision has no impact the ownership of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited in respect of Plot Nos. 27 and 28; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a Ground plus _____ storied Building consisting of ____ (_____) Flats each Floor therein; AND

WHEREAS, the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide Registration No. **P50500029870 authenticated copy is attached in Annexure 'F'**; AND

Architect	
Structural Engineer	
Plumbing Engineer	
Electrical Engineer	

WHEREAS, the Developer/ Promoter/ Confirming Party has appointed the architect, structural engineer and other professionals for their required services.

WHEREAS, the Developer/ Promoter/ Confirming Party has sole and exclusive right to sell/allot the Flats (excluding the Flats allotted to the existing 16 Members) in the said building/s to be constructed on the Project Land and to enter into Agreement/s with the prospective Allottee/s of the Flats and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Allottee, the Developer/ Promoter/ Confirming Party has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications 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. The Allottee has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer/ Promoter/ Confirming Party and satisfied herself/himself/themselves about the title of the Owner Society to the said Property and/or right of the Developer/ Promoter/ Confirming Party to allot the same. The Allottee hereby confirms that the Developer/ Promoter/ Confirming Party has produced for inspection to the Allottee, all information and documents and has made full and true disclosure as demanded by the Allottee and the Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner Society; The Owner Society and the allottee are well aware that as per the condition of the sanction of the building plan and vide building permit no. mentioned above, the Owner Society has to surrender the 6 m wide land on the front portion of the plot to The Nagpur Municipal Corporation as per the Appendix W of the Building Bye Laws AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of Property card showing the nature of the title of the Owner Society to the Project Land on which the Flats are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively***; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the Assistant Director of Town Planning Department Nagpur Municipal Corporation vide his Building Permit No. _____ Dated _____ have been ***annexed hereto and marked as Annexure C***; AND

WHEREAS, the authenticated copies of Floor Plan of the Flat to be allotted to the Allottee have been ***annexed and marked as Schedule D***; AND

WHEREAS, the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and transfer) Act, 1963 as amended from time to time shall be applicable to this Agreement; AND

WHEREAS, the Developer/ Promoter/ Confirming Party has accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND

WHEREAS, the Allottee has applied to the Developer/Promoter/Confirming Party for allotment of the Flat No. _____ on _____ Floor being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

- i) **Carpet area** : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the Flat is defined as the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive enclosed balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat.
- ii) **Balcony** : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.
- iii) **Open Terrace**: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.
- iv) **Common Areas** : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of Flats in the project to arrive at proportionate common area of each Flat.

In accordance with the terms and conditions set out in this Agreement and agreed upon by and between the Parties, the Developer/ Promoter/ Confirming Party hereby agrees to allot and the Allottee hereby agrees to acquire the said Flat.

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

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as “JEEVAN VIHAR” consisting of the Ground Floor and _____ Upper Floors. There are __ (_____) Flats each on FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, ...FLOOR. Thus there shall be all _____ (_____) independent and self contained separate Flats in the said Building proposed to be constructed in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/ Promoter/ Confirming Party shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications, which may adversely affect the Flat of the Allottee, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Allottee hereby agrees to purchase from the Developer/ Promoter/ Confirming Party and the Developer/ Promoter/ Confirming Party hereby agrees to sell/Transfer to the Allottee **Flat No.** _____ having carpet area admeasuring _____ **Sq. Meters** on _____ **Floor**, (hereinafter referred to as **"the Flat"**) as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs.** _____/- (**Rupees** _____ **Only**) hereinafter referred to as the **“Consideration amount”**. The Developer/ Promoter/ Confirming Party specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Flat is inclusive of cost of Said Flat and proportionate price of common areas & facilities, which is detailed in **Schedule – “C”**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b THAT the total price agreed is **Rs.** _____/- (**Rupees** _____ **Only**) which the Allottee has specifically agreed to pay to the Developer/ Promoter/ Confirming Party in the following manner:-

SCHEDULE – “E”

- i) Rs. _____/- (_____) Only **(not exceeding 10% of the total consideration)** paid by the Purchaser to the Vendor / Developer / Promoter at the time of Booking.
- ii) Rs. _____/- (_____) Only **(not exceeding 30% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on execution of this Agreement.
- iii) Rs. _____/- (_____) Only **(not exceeding 45% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the Plinth of the building / wing in which the said Apartment is located.

- iv) Rs. _____/-

(_____) Only **(not exceeding 70% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the slabs and stilts of the building or wing in which the said Apartment is located.
- v) Rs. _____/-

(_____) Only **(not exceeding 75% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi) Rs. _____/-

(_____) Only **(not exceeding 80% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vii) Rs. _____/-

(_____) Only **(not exceeding 85% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- viii) Rs. _____/-

(_____) Only **(not exceeding 95% of the total consideration)** agreed to be paid by the Purchaser to the Vendor / Developer / Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- ix) Rs. _____/-

(_____) Only agreed to be paid by the Purchaser to the Vendor / Developer / Promoter against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate.

Rs. _____

(RUPEES _____ ONLY)

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter/ Confirming Party by way of GST and Cess, expenses towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Flat. The Allottee specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party indemnified against the same. It shall be obligatory on the part of Allottee to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) and undertaken credit the same in the appropriate account of Income Tax Department. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Developer/ Promoter/ Confirming Party at the time of payment of each installment and credit the same in the appropriate account of Income Tax Department and provide the Challan thereof to the Developer/ Promoter/ Confirming Party immediately.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer/ Promoter/ Confirming Party undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/ Promoter/ Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.f THAT the Developer/ Promoter/ Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee shall enter into any building contract in respect of Flat with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Allottee shall be void and shall not be binding upon the Developer/ Promoter/ Confirming Party.

1.g THAT during the period of building construction the Allottee with Two days advance intimation to the Developer/ Promoter/ Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h THAT, the Developer/ Promoter/ Confirming Party shall confirm the final Carpet Area that has been agreed to be allotted to the Allottee after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Allottee that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Allottee that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Allottee that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Allottee for such variations.

1.i The Allottee do hereby authorizes the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/ Promoter/ Confirming Party to adjust her/his payments in any manner.

2.1 THAT, the Developer/ Promoter/ Confirming Party 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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.

2.2 THAT, Time is essence for the Developer/ Promoter/ Confirming Party as well as the Allottee. The Developer/ Promoter/ Confirming Party shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the Owner Society after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Developer/ Promoter/ Confirming Party as provided in clause 1 (b) herein above (**“Manner of Payment”**).

3.1 The Allottee agrees to pay to the Developer/ Promoter/ Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Allottee to the Developer/ Promoter/ Confirming Party under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Developer/ Promoter/ Confirming Party.

3.2 Without prejudice to the right of the Developer/ Promoter/ Confirming Party to charge interest on delayed payment, if the Allottee commits two defaults on making payment as per the stages mentioned **Schedule – “E”** then the Developer/ Promoter/ Confirming Party shall serve a notice of 15 days in writing to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Developer/ Promoter/ Confirming Party within a period of 15 days, then the Developer/ Promoter/ Confirming Party shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.

If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Developer/ Promoter/ Confirming Party, then the Developer/ Promoter/ Confirming Party shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Flat has been booked by other Allottee. In the event of cancellation by Allottee, the Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer/ Promoter/ Confirming Party in the said building and the Flat as are set out in **Annexure - 'D', annexed hereto**.

5. The Developer/ Promoter/ Confirming Party shall give possession of the Flat to the Allottee on or before 31st day of December 2023 but subject to however grant of necessary electric and water connections or supply and also subject to the Government restrictions, Force Majeure, Pandemic situation, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause

beyond the control of the Developer/ Promoter/ Confirming Party any other reasonable cause and the Allottee agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer/ Promoter/ Confirming Party.

Provided further that the Developer/ Promoter/ Confirming Party shall not deliver the actual physical possession of the said Flat to the Allottee 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 Allottee in full to the Developer/ Promoter/ Confirming Party hereto.

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

- (i) war, civil commotion, Pandemic situation 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.

6.1 Procedure for taking possession – The Developer/ Promoter/ Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer/ Promoter/ Confirming Party shall give possession of the said Flat to the Allottee. The Developer/ Promoter/ Confirming Party agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Promoter/ Confirming Party. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/ Promoter/ Confirming Party or Association of Allottees, as the case may be.

6.2 THAT the Allottee hereby agrees not to occupy the said Flat without prior written permission of the Owner Society else Allottee shall be treated as a trespasser.

6.3 THAT the Developer/ Promoter/ Confirming Party does hereby agree with the Allottee that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Allottee, the Developer/ Promoter/ Confirming Party will execute a proper Deed of Allotment relating to R.C.C. Superstructure comprising Flat hereby agreed to be allotted in favour of the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of the Flat chosen by the Allottee to the Developer/ Promoter/ Confirming Party.

The Prospective Allottee agrees to become a member of Jeevan Vihar Co-Operative Housing Society Limited, Nagpur, Nagpur and abide by the rules, regulations and bye-laws of the said society and pay to the society such amounts as may be payable by him/her/them. However the Prospective Allottee/s shall become Member of the Society only after payment of entire agreed Sale Consideration to the Developer/ Promoter/ Confirming Party. The Prospective Allottee/s shall occupy the said premises subject to the rules and regulations and bye-laws of the society. The Prospective Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the said society. The Prospective Allottee specifically

confirms that she/he/they has/have read the bye-laws of the said society and agrees to observe the same.

The Allottee shall on or before the delivery of the possession of the said Flat pay to the Developer/ Promoter/ Confirming Party the following amounts :

- (i) Rs. _____/- non-refundable for legal charges.
- (ii) Rs _____/- non-refundable for share money, application, entrance fee of the Society.
- (iii) Rs. _____/- towards Refundable Maintenance fund of the society.

Rs. _____ (RUPEES _____ ONLY)

In addition to the aforesaid Charges the prospective Purchaser shall separately pay for the non-refundable deposit and Charges towards installation of transformer, cable, electric meter, water meter etc.

The amount paid towards Maintenance fund shall not carry any interest and remain with the Developer until the management is handed over to the society.

Even after registration of the Deed of Allotment in favour of Allottee, the Allottee shall permit the Developer/ Promoter/ Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Allottee is well aware that the Promoter will finish the balance works if any in the remaining apartments of the building. The Allottee assures that after possession of the said Flat he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to complete work in the building at any time future .

6.4 Failure of Allottee to take Possession of Flat : Upon receiving a written intimation from the Developer/ Promoter/ Confirming Party as per clause (8.2) the Allottee shall take possession of the Flat from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party shall give possession of the Flat to the Allottee. If the Allottee fails to take the possession of the Flat within such period then the Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Developer/ Promoter/ Confirming Party. Further Allottee shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Allottee.

7. THAT it is understood by the Allottee that the Developer/ Promoter/ Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Developer/ Promoter/ Confirming Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Developer/ Promoter/ Confirming Party.

8.1 THAT the available open space, the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Flat

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 Allottee severally or jointly with any other Flat Owner or Owners.

8.2 Within 15 days after notice in writing is given by the Developer/ Promoter/ Confirming Party to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes viz. Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Owner Society such proportionate share of outgoings as may be determined.

This maintenance amount shall be deposited before handing over of possession of the said Flat. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Allottee to the Owner Society shall not carry any interest and remain with the Developer/ Promoter/ Confirming Party until handing over the management of the said Building to the Association of Flat Owners.

9. REPRESENTATIONS AND WARRANTIES OF THE OWNER SOCIETY AND DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

The Owner Society and Developer/ Promoter/ Confirming Party hereby represents and warrants to the Allottee as follows :

- i. The Owner Society 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 Owner Society has lawful rights and Developer/ Promoter/ Confirming Party has obtained 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. The Developer/ Promoter/ Confirming Party shall have every right to change and appoint any new consultant as per their discretion & choice.
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. 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;
- vi. It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Developer/ Promoter/ Confirming Party from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Developer/ Promoter/ Confirming Party and Allottee. The details mentioned in

Schedule – “C” and **Schedule – “D”** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

vii. The Owner Society and/or Developer/ Promoter/ Confirming Party 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, and also obtain N.O.C from Nazul Deptt for sale by making payments of the charges as may be asked by the department and so also payable with respect to the said project to the competent Authorities till the date of completion of the said project.

viii. 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 Owner Society and/or the Developer/ Promoter/ Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

ix. The terrace space adjacent to the Flat shall belong exclusively to the respective Allottee of the Flat and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Owner Society / Developer/ Promoter/ Confirming Party shall be kept indemnified from any penal action at all times. So also the Society office on top floor shall also be utilized by the society for the purpose it is approved.

10. The Allottee or herself/himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Owner Society as follows:-

- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. The Allottee hereby specifically agrees with the Owner Society and the Developer/ Promoter/ Confirming Party that even after taking over the actual possession of the Flat chosen by her/him, the Allottee will not object or prevent or obstruct the Developer/ Promoter/ Confirming Party in any way in carrying on and completing the work of other Flats in the said building and keeping building materials on the available open land.
- iii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iv. To carry out at her/his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the

Developer/ Promoter/ Confirming Party to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Owner Society and/or the Association of the Flat Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Flat and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated. Pay to the Owner Society/ Developer/ Promoter/ Confirming Party within fifteen days of demand by the Owner Society/ Developer/ Promoter/ Confirming Party, their 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 Flat 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 Flat by the Allottee for any purposes other than for purpose for which it is allotted.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Owner Society/ Developer/ Promoter/ Confirming Party under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Owner Society/ Developer/ Promoter/ Confirming Party.
- xi. The Allottee shall observe and perform all the rules and regulations which the Association of the Flat Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 shall also observe and perform all the stipulations and conditions laid down by the Association of the Flat Owners regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till completion of said project and handing over the management of said Building maintenance to the Association of Flat Owners, the Allottee shall permit the Owner Society/ Developer/ Promoter/ Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

11. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof.

12. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

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

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

15. 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 Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

16. 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.

17. Developer/ Promoter/ Confirming Party specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Developer/Promoter/Confirming Party by Demand Draft or by local cheques drawn in the name of **M/s. MAHENDRA INFRA HEIGHTS PRIVATE LIMITED** or by electronic mode of transfer. NEFT/ RTGS details are as under: **M/s. MAHENDRA INFRA HEIGHTS PRIVATE LIMITED**

- i. Account Holder Name : **MAHENDRA INFRA HEIGHTS PVT. LTD. A/C Jeevan Vihar.**
 ii. Bank Name -: _____. Branch -: _____
 iv. Account Number _____. IFSC code.-: _____
 vi. Account type – Current Account

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

Name of Allottee _____,
 (Allottee's Address) _____,
 Notified Email ID : _____

M/s. MAHENDRA INFRA HEIGHTS PRIVATE LIMITED

4, "MALHAR", Lake View, Ambazari Drive,
 Near Subhash Nagar Square, Nagpur-440036
 Notified Email ID : _____

It shall be the duty of the Allottee and the Developer/ Promoter/ Confirming Party 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 Developer/ Promoter/ Confirming Party or the Allottee, as the case may be.

19. JOINT ALLOTTEES : In case there are Joint Allottees all communications shall be sent by the Developer/ Promoter/ Confirming Party to the Allottee 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 Allottees.

20. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Deed of Allotment including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Allottee.

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

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – “A” ABOVE REFERRED TO
Description of the Project land

ALL THOSE Pieces and Parcel of land bearing Plot Nos. 27 (TWENTY SEVEN) and 28 (TWENTY EIGHT), containing by admeasurement 10700.00 Sq. Ft. and 5341.00 Sq. Ft. respectively, thus total admeasurement 16,041 Sq. Ft. (OR 1490.25 Sq. Mtrs.), being a portion of the entire land bearing Kh. Nos. 110/37 and 110/38 respectively of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9 (Old No. 7), TOGETHERWITH the existing various Double Storeyed Residential Buildings standing thereon, each consisting of various self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 85, situate at Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

- ON THE EAST - PLOT NO. 26.
- ON THE WEST - ROAD & THEREAFTER PARK.
- ON THE NORTH - BUNGLOW OF DR. SHRIKHANDE AND DAMLE.
- ON THE SOUTH - BUNGLOW OF SHRI DABHOLKAR, SHRI SIMON & THEREAFTER BUNGLOW OF SHRI BHAGAT.

SCHEDULE – “B” ABOVE REFERRED TO

Description of the Flat

Name of Building: Mahendra Skylark

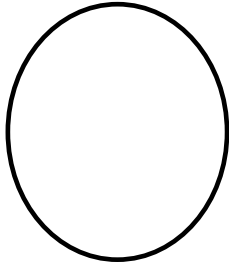
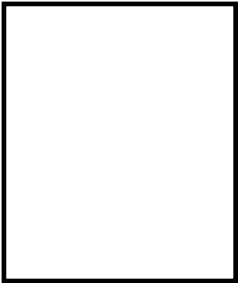
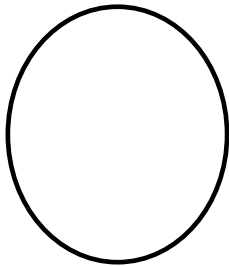
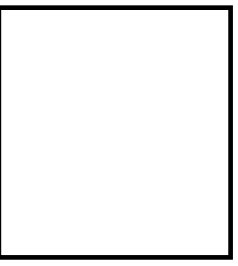
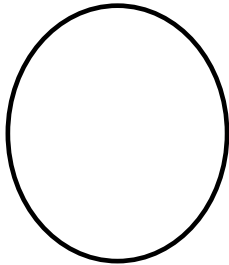
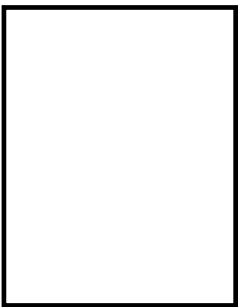
Flat No.	Floor	Carpet Area Sq. Mtrs	Area of Balconies Sq. Mtrs	Attached Terrace Sq. Mtrs

The said Flat is bounded as under :

- ON THE EAST : BY _____,
- ON THE WEST : BY _____,
- ON THE NORTH : BY _____,
- ON THE SOUTH : BY _____.

SCHEDULE – “C” ABOVE REFERRED TO
GENERAL SPECIFICATIONS

SCHEDULE – “D” ABOVE REFERRED TO
FLOOR PLAN

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(MAHENDRA SHYAMRAO TAYWADE) Managing Director of Mahendra Infra Heights Private Limited as duly Constituted Attorney for The Jeevan Vihar Co-Operative Housing Society Limited <u>OWNER SOCIETY</u>
02			 <u>ALLOTTEE</u>
03			FOR M/S. MAHENDRA INFRA HEIGHTS PRIVATE LIMITED (MAHENDRA SHYAMRAO TAYWADE) Managing Director <u>DEVELOPER/PROMOTER/CONFIRMING PARTY</u>
<u>WITNESSES :-</u> (1) _____ (2) _____			