AGREEMENT TO SELL FOR `. /- ONLY

(RUPEES ONLY)

MARKET VALUE `. /-

Item No. _____ Page No. _____ @ `. _____/- per Sq. Mtrs.

THIS AGREEMENT TO SELL is made and executed at HINGNA on this ___ Day of JANUARY, 2020, BETWEEN : **M/s. LANDMARK BUILDERS AND DEVELOPERS,** a Partnership Firm**,** having its Office at 402, Swapnil Tarangani, J-12, Laxmi Nagar, WHC Road, Nagpur, Pin Code No. 44002 (Income Tax PAN - _____) and acting through it's Partner **MR. YOGESH S/O MAROTRAO MONDHE,** Aged about ___ years, Occupation – Business, (Aadhar No. _____) (Mobile No. _____) Resident of Mahalaxmi Nagar, Nagpur, Pin Code No. _____, Tahsil and District – NAGPUR, hereinafter referred to as "the **LAND OWNER / VENDOR**", which expression shall mean and include the said PARTNERSHIP FIRM and its PARTNER, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

MRS./MR. _____**,** Aged _____ years, Occupation – _____ (Income Tax PAN – _____), (Adhar No. _____), (Mobile No. _____) Resident _____, Pin Code No. _____, Tahsil - _____ and District - _____, hereinafter called the "the **ALLOTTEE / PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said "the **ALLOTTEE** / **PURCHASER"**, as well as his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART

AND

M/s R.A.J. KRISHNA CONSTRUCTION COMPANY PVT. LTD., (Income Tax PAN – AAECAR3517L), A Company registered under the provisions of Indian Companies Act, 1956, having its registered office at S-28, Grater Kailash-II, New Delhi, Pin Code No. 110048, acting through its Director **MR.** _____**,** Aged _____ years, Occupation – Business, (Adhar No. _____), (Mobile No. _____) Resident _____, Pin Code No. _____, Tahsil - _____ and District - _____, hereinafter called the "the **PROMOTER / DEVELOPER"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **COMPANY** and its **DIRECTORS**, as well as, its legal representatives, liquidators, assignors, nominees, executors and persons deriving title through them etc. of the SECOND PART

WHEREAS by an Agreement/Conveyance dated ..... day of .....

20 ..... and executed between of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. …… lying and being Survey No. …….. at ..... in the Registration sub-District of ..... admeasuring ……. Sq. Mtrs. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the …… day of ..... 20 ..... made between of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land bearing situate at ....., admeasuring.....sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. ..... per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri (hereinafter referred to as "the Original Owner”) of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

(i) Any covenants affecting the said property.

(ii) Any impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

(iv) Details of illegal encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.

(vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS, ALL THAT Piece and Parcel bearing Khasra No. 44-A having an area of 3.53 Hectare R. (i.e. 8.72 Acres), Rental Rs. ____ held in Bhogwatdar Class-1 Rights of Mouza - DEWAPUR, Patwari Halka No. 77, including all other easementary rights appurtenant and belonging thereto, situated at Village – Dewapur, within the limits of the Grampanchayat Takalghat in Tahsil - Hingna and District - NAGPUR, Originally belonged to Mr. Vijay Bhaskarrao Marawar, as recorded Owner thereof;

AND WHEREAS the aforesaid Mr. Vijay Bhaskarrao Marawar lateron transferred/sold his aforesaid property comprising bearing Khasra No. 44-A by way of Sale to M/s Landmark Builders and Developers, by a Sale Deed Dated 20.03.2008, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 2193/2008 on 31.03.2008;

AND WHEREAS, in the like manner ALL THAT Piece and Parcel bearing Khasra No. 44-B having an area of 3.75 Hectare R. (i.e. 9.28 Acres), Rental Rs. ____ held in Bhogwatdar Class-1 Rights of Mouza - DEWAPUR, Patwari Halka No. 77, including all other easementary rights appurtenant and belonging thereto, situated at Village – Dewapur, within the limits of the Grampanchayat Takalghat in Tahsil - Hingna and District - NAGPUR, Originally belonged to Mr. Narayan Mahadevrao Marawar, as recorded Owner thereof;

AND WHEREAS the aforesaid Mr. Narayan Mahadevrao Marawar lateron executed a General Power of Attorney on 02.12.2006 in respect of the aforesaid property bearing Khasra No. 44-B in favaour of Mr. Subhash Vasantrao Gandhare and the said General Power of Attorney which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 4 at Sr. No. 6172/2006 on 02.12.2006;

AND WHEREAS the said Shri Narayan Mahadevrao Marawar was entered into an oral agreement with Shri Ganpat Ramravji Ragit and Shri. Madhav Krushnaji Borkar but Shri. Ganpat Ramravji Ragit and Madhav Krushnaji Borkar could not paid agreed amount to Shri Narayan Marawar. That as per compromised was done between Shri Ganpat Ramravji Ragit & Madhav Krushnaji Borkar and Shri Narayan Marawar and they ready to purchase only 2.27 acre out of total land 9.28 and remaining land 7.00 acres (i.e. 2.83 Hectare R.) was agreed to sale to the M/s Landmark Builders And Developers. That accordingly the aforesaid Shri Narayan Marawar was executed and registered a Sale Deed in favour of Ms/ Landmark Builders And Developers on 15.11.2007, which is

duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 6509/2007 on 15.11.2007. The said Sale Deed is duly consented by Shri Ganpat Ramravji Ragit and Madhav Krushnaji Borkar as a Consenter capacity;

AND WHEREAS, in the like manner ALL THAT Piece and Parcel bearing Khasra No. 45 having an area of 2.83 Hectare R. (i.e. 6.99 Acres), Rental Rs. ____ held in Bhogwatdar Class-1 Rights of Mouza - DEWAPUR, Patwari Halka No. 77, including all other easementary rights appurtenant and belonging thereto, situated at Village – Dewapur, within the limits of the Grampanchayat Takalghat in Tahsil - Hingna and District - NAGPUR, Originally belonged to (1) Shri. Gangadhar Shankar Dayare, (2) Shri. Raju Shankar Dayare, (3) Smt. Meera Shankar Dayare, (4) Smt. Sumitra Shankar Dayare and (5) Smt. Sushila Arjun Shivarkar, as recorded Joint Owners thereof;

AND WHEREAS the aforesaid (1) Shri. Gangadhar Shankar Dayare, (2) Shri. Raju Shankar Dayare, (3) Smt. Meera Shankar Dayare, (4) Smt. Sumitra Shankar Dayare and (5) Smt. Sushila Arjun Shivarkar, lateron transferred/sold their aforesaid property comprising land containing by admeasurements 2.40 (i.e. 5.93 Acres) out of the entire land bearing Khasra No. 45, having total area of 2.83 Hectare R. of Mouza - DEWAPUR, by way of Sale to M/s Landmark Builders and Developers, by a Sale Deed Dated 11.03.2008, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at Sr. No. 1731/2008 on 11.03.2008. The said land is now identified as Khasra No. 45/2 of Mouza – DEWAPUR, P.S.K. 77, having an area of 2.40 Hectare R. (i.e. 5.93 Acres), Rental Rs. ____, held in Bhogwatdar Class-1 Rights;

AND WHEREAS, the aforesaid entire land bearing Khasra No. 44/A, 44/B/1 are converted for Non Agricultural (Residential) use by the Sub Divisional Officer, Nagpur vide his Order Dated 13.10.2018 passed in Revenue Case No. 92/NAP-34/07-08 of Mouza - DEVAPAR;

AND WHEREAS, the aforesaid M/s. Landmark Builders and Developers lateron decided to develop the said Piece of land bearing Khasra Nos. 44/A and 44/B/1 into a Residential/Commercial Buildings consisting various Apartments of different sizes therein. And accordingly it has entered into Consortium Agreement Dated 16.07.2018 with M/s R.A.J. Krishna Construction Company Pvt. Ltd. and they jointly submitted proposal to the Planning Authority i.e. MHADA under vertical AHP – PPP Model under PMAY Scheme on the said land bearing Khasra No. 44/A and 44/B/1 and the said Buildings Map is sanctioned and Finally approved by Executive Engineer/B.P. Cell PMAY/Maharashtra Housing and Development Authority (MHADA) vide its Permit No. EE/BP/PMAY/A/MHADA/327/2019 Dated 03.12.2019;

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the terms and conditions of the Consortium Agreement Dated 16.07.2018;

AND WHEREAS the Vendor/Promoter/Developer is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) 4 Buildings bearing Nos. Building No. 1; Building No. 2; Building No. 3 and Building No. 4. Building No. 1 consisting 6 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 32 (Thirty Two) Apartments/Tenements on each Wings thus total 192 Apartments/Tenements in Building No. 1. Building No. 2 consisting 3 Wings each Wings consisting Ground and Four Upper Floors. There are 36 (Thirty Six) Apartments/Tenements on each Wings thus total 108 Apartments/Tenements in Building No. 2. Building No. 3 consisting 20 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 52 (Fifty Two) Apartments/Tenements on each Wings thus total 1040 Apartments/Tenements in Building No. 3 and Building No. 4 consisting 4 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 96 (Ninety Six) Apartments/Tenements on each Wings thus total 384 Apartments/Tenements (here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing **No.** _____ on the _____ **Floor**, (herein after referred to as the said Apartment") in the **"**_____**" Wing** of the **Building No.** ____ called _____ (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by 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 has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Registered Serial **No. ……..** on _____; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Vendor/Promoter/Developer 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 Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Vendor/Promoter/Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs

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 the attorney at law or advocate of the Vendor/Promoter/Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor/Promoter/Developer to the project land on which the Apartments are constructed or are to be constructed have been *annexed hereto*.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been *annexed hereto*.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor/Promoter/Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been *annexed hereto*

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

AND WHEREAS the Vendor/Promoter/Developer has got some of 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 Vendor/Promoter/Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS, the Vendor/Promoter/Developer has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchaser(s). Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration which is duly registered in the office of the Sub Registrar Hingna in book No.1 at Sr. No. _____/2020 on ___._____.2020 and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s)and her/his/their successors in title;

AND WHEREAS the Allottee has applied to the Vendor/Promoter/Developer for allotment of an **Apartment No. .....** on **..... Floor** in **Wing "……."** situated in the Building **No. …….** being constructed in the …… phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ **square meters** and **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the 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 has paid to the Promoter a sum of **Rs. ..... (Rupees …….)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Promoter/Developer to the Allottee as advance payment or Application Fee in the following manner –

Rs. /- (Rupees _____Only) paid by the Purchaser(s) to the Vendor/Promoter/Developer by Cheque No. _____, Dated _____, Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor/Promoter/Developer.

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Registered Serial No. ……. on ……;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Vendor/Promoter/Developer shall construct the said building/s consisting of 4 Buildings bearing Nos. Building No. 1; Building No. 2; Building No. 3 and Building No. 4. Building No. 1 consisting 6 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 32 (Thirty Two) Apartments/Tenements on each Wings thus total 192 Apartments/Tenements in Building No. 1. Building No. 2 consisting 3 Wings each Wings consisting Ground and Four Upper Floors. There are 36 (Thirty Six) Apartments/Tenements on each Wings thus total 108 Apartments/Tenements in Building No. 2. Building No. 3 consisting 20 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 52 (Fifty Two) Apartments/Tenements on each Wings thus total 1040 Apartments/Tenements in Building No. 3 and Building No. 4 consisting 4 Wings each Wings consisting Ground Floor and Four Upper Floors. There are 96 (Ninety Six) Apartments/Tenements on each Wings thus total 384 Apartments/Tenements to be constructed by the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment 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 Promoter and the Promoter hereby agrees to sell to the Allottee Apartm**ent No. .....** of the Type **…….** of **carpet area admeasuring ..... sq. meters** on **..... floor** in Wing "**……."** in the Building **No. …….** and to be known and styled as **……** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. ..... (Rupees ……..)** which including **Rs. .....** being 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 Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces in Wing **"……"** situated at Ground Floor in the Building **No. …….** being constructed in the layout for the consideration of Rs. ……/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs. ……/-**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs. ……. (Rupees _____only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs ..... (Rupees ……)** in the following manner :-

(i) Rs. /- (Rupees ……..) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

(ii) Rs. /- (Rupees ……..) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

(iii) Rs. /- (Rupees ……..) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

(iv) Rs. /- (Rupees ……..) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

(v) Rs. /- (Rupees ……..) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

(vi) Rs. /- (Rupees ……..) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

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

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Promoter/Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor/Promoter/Developer) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor/Promoter/Developer 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 Vendor/Promoter/Developer 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, which shall only be applicable on subsequent payments.

1(f) The Vendor/Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor/Promoter/Developer.

1(g) The Vendor/Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee 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 Vendor/Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Vendor/Promoter/Developer shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Vendor/Promoter/Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

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

2.2 Time is essence for the Vendor/Promoter/Developer as well as the Allottee. The

Vendor/Promoter/Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee 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 Vendor/Promoter/Developer as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Vendor/Promoter/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 54052.17 square meters only and Vendor/Promoter/Developer has planned to utilize Floor Space Index of 1.42 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor/Promoter/Developer has disclosed the Floor Space Index of____as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Promoter/Developer only.

4.1 If the Vendor/Promoter/Developer fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Vendor/Promoter/Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendor/Promoter/Developer, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter/Developer.

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

Provided that, Vendor/Promoter/Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Vendor/Promoter/Developer within the period of notice then at the end of such notice period, Vendor/Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Promoter/Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Promoter/Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendor/Promoter/Developer.

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

6. The Vendor/Promoter/Developer shall give possession of the Apartment to the Allottee on or before..... day of .....20 . If the Vendor/Promoter/Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Promoter/Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor/Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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

Vendor/Promoter/Developer on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Vendor/Promoter/Developer as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Vendor/Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter/Developer shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee 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 Apartment to the Allottee, the Allottee brings to the notice of the Vendor/Promoter/Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter/Developer, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.1 The Vendor/Promoter/Developer shall, within three months of registration of the

Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Vendor/Promoter/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

9.3 Within 15 days after notice in writing is given by the Vendor/Promoter/Developer to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Vendor/Promoter/Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendor/Promoter/Developer provisional monthly contribution of Rs. …… per month towards the outgoings. The amounts so paid by the Allottee to the Vendor/Promoter/Developer shall not carry any interest and remain with the Vendor/Promoter/Developer 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 Vendor/Promoter/Developer to the Society or the Limited Company, as the case may be.

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

(i) Rs for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. …… for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. …… for Deposit towards Water, Electric, and other utility and

services connection charges &

(vi) Rs. ……. for deposits of electrical receiving and Sub Station provided in Layout

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER/ DEVELOPER

The Vendor/Promoter/Developer hereby represents and warrants to the Allottee as follows:

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

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

iii. There are no encumbrances upon the project land or the Project 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 Vendor/Promoter/Developer has been and

shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

viii. The Vendor/Promoter/Developer confirms that the Vendor/Promoter/Developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Vendor/Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Promoter/Developer as follows :-

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases,

common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Promoter/Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.

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

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

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

vii. Pay to the Vendor/Promoter/Developer within fifteen days of demand by the Vendor/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 Apartment is situated.

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

ix. 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 Apartment until all the dues payable by the Allottee to the Vendor/Promoter/Developer under this

Agreement are fully paid up.

x. The Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Vendor/Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Vendor/Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Vendor/Promoter/Developer shall maintain a separate account in respect of sums received by the Vendor/Promoter/Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor/Promoter/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. VENDOR/PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :- After the Vendor/Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the

Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT :- Forwarding this Agreement to the Allottee by the Vendor/Promoter/Developer does not create a binding obligation on the part of the Vendor/Promoter/Developer or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor/Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Vendor/Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Promoter/Developer, then the Vendor/Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

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

21. 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :- Wherever in this Agreement it is stipulated that

the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. 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.

25. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendor/Promoter/Developer through its authorized signatory at the Vendor/Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Promoter/Developer and the Allottee, in …… after the Agreement is duly executed by the Allottee and the Vendor/Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The Allottee and/or Vendor/Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter/Developer will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Vendor/Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/Promoter/Developer 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)

M/s. LANDMARK BUILDERS AND DEVELOPERS
Land Owner/Vendor name
having its Office at 402, Swapnil Tarangani, J-12, Laxmi Nagar, WHC Road, Nagpur, Pin Code No. 44002
(Land Owner/Vendor Address)
Notified Email ID: _____

M/s R.A.J. KRISHNA CONSTRUCTION COMPANY PVT. LTD.
Promoter/Developer name
having its Office at 402, Swapnil Tarangani, J-12, Laxmi Nagar, WHC Road, Nagpur, Pin Code No. 44002
(Promoter/Developer Address)
Notified Email ID: _____

It shall be the duty of the Allottee 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, as the case may be.

28. JOINT ALLOTTEES : That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. 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 …….. Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 and the _____ courts will have the jurisdiction for this Agreement

32. THAT for the matters not specifically covered, the provisions of Transfer or Vendor/Promoter/Developer Act shall apply.

FIRST SCHEDULE REFERRED TO ABOVE
Description of the freehold land and all other details

THE **UNDIVIDED** _____ **PERCENT** share and interest in ALL THAT Pieces and Parcels of land containing by admeasurements 54052.17 Sq. Mtrs. being a part or portion of the entire land bearing **Khasra Nos. 44/A** and **44/B/1** of **Mouza - DEWAPUR**, Patwari Halka No. 77, including all other easementary rights appurtenant and belonging thereto, situated at Village – Dewapur, within the limits of the Grampanchayat Takalghat in Tahsil - Hingna and District – NAGPUR and the said entire land is bounded as under :-

ON THE EAST	-	KHASRA NO. 45.
ON THE WEST	-	KHASRA NO. 27.
ON THE NORTH	-	----------.
ON THE SOUTH	-	KHASRA NOS. 40 TO 43.

SECOND SCHEDULE REFERRED TO ABOVE
Description of Apartment / Tenements.

ALL THAT R.C.C. Superstructure comprising **Apartment No.** _____ on the _____ **FLOOR** in **Wing "____"** in the **Building No.** ____ proposed to be constructed on the aforesaid Plot of land and to be known and styled as **"_____"** covering a **Carpet area of** _____ **square meters** and **Built-up area of** _____ **square meters**.

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

WITNESSES :-

FOR M/s. LANDMARK BUILDERS AND DEVELOPERS

(1) _____

(YOGESH MAROTRAO MONDHE)
Partner
LAND OWNER / VENDOR

(2) _____

(_____)
PURCHASER

FOR M/s R.A.J. KRISHNA CONSTRUCTION COMPANY PVT. LTD.

(_____)
Director
PROMOTER / DEVELOPER