AGREEMENT TO SELL

SALE CONSIDERATION OF RS. ...../-

MARKET VALUE OF RS. --------/-

STAMP OF Rs. ...../- REGISTRATION FEE OF Rs. ...../-

MOUZA - ZINGABAI TAKLI, CITY SURVEY NO. 2, SHEET NO. 1034/15

RESIDENTIAL APARTMENT NO. ..... ON .....FLOOR

ITEM NO. 46.546K, PAGE NO. 1059, RATE OF RS. 13,340/-

THIS AGREEMENT TO SELL OF RESIDENTIAL APARTMENT IS MADE AND EXECUTED AT NAGPUR ON THIS ...···· DAY OF OCTOBER, 2021

BETWEEN

01. **RAJ INFRA CONSTRUCTIONS,**

PAN - AAMFR6443E

A Partnership firm having its Office

at Block No. 4, Ezzy Complex,

Shanti Nagar, Kamptee Road, Nagpur - 441 002

through its Acting Partners

1. **Mr. JUZAR SIRAJBHAI RAJA,**

Aged About 55 Yrs; Occ. - Business,

R/o. Flat No. 101, M. B. Residency,

Mudliar Chowk, Shanti Nagar, Nagpur -440002.

Aadhar Card No. 3205 6236 2813

2. Mr. ZOHER ABID ALI SABIR,

Aged About 56 Yrs; Occ. - Business,

R/o. 1021, Jai Bhim Chowk, Shanti Nagar,

Nagpur -440002. **Aadhar Card No. 3571 2608 4197**

Hereinafter referred to as "PROMOTER/ VENDOR" which expression, unless repugnant to context shall mean and include the said Promoter/Vendor, his legal heirs, legal representatives, successor, assigns, agents, liqudiators and any person or body of persons acting on its behalf, of **THE PARTY OF THE FIRST PART / PROMOTER/ VENDOR.**

02. .....

Aged about ..... years, Occupation : .....

R/o. .....

PAN - .....

Aadhar Card No. ....., Mobile No. .....

Here-in-after known and referred to as the **"PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEES/ PURCHASER as well as his / her / their heirs, legal representatives, Successors, executors, administrators and assigns of **THE PARTY OF THE SECOND PART, AND;**

WHEREAS, the PROMOTER/VENDOR is the owner of ALL THAT PIECE AND PARCEL OF PLOT NO. 5, ADMEASURING AREA 1212.90 SQ.MTRS. AS PER R.L.,MOUZA - ZINGABAI TAKLI, P.H.NO. 11(A), KHASRA No. 1/2, SHEET NO. 1034/15, CITY SURVEY NO. 2, CORPORATION HOUSE NO. 487/5, WARD NO. 61 at Zingabai Takli, Gorewada, TAH. NAGPUR (CITY) DIST. NAGPUR and within the local limits of Nagpur Municipal Corporation and including all the rights, Easementary Rights, accruing arising or flowing thereof , here-in-after known and referred to as "the project land",

AND WHEREAS,

a). Promoter/Vendor has Purchased the Khasra No. 1/2 from **1) Mr. Chandrabhan Raghobaji Choudhari , 2) Mr. Manik Raghobaji Choudhari, 3) Mr. Krushna Raghobaji Choudhari on 06.02.2013** which is duly registered in the office of the Sub-Registrar Nagpur No. 5 in Add. Book No. 1 at Sr. No. **NGN 5 - 734/2013.**

b) The Previous Vendors Namely **1) Mr. Chandrabhan Raghobaji Choudhari , 2) Mr. Manik Raghobaji Choudhari, 3) Mr. Krushna Raghobaji Choudhari** was acquired by the said legal heirs by way of inheritance as an ancestral joint family property. because their (Previous Vendors) Father Namely Raghobaji Choudhri expired on 1966.

d) The Vendor has submitted the application for regularistion of the Plot under Gunthewari Act to the N. I. T. vide its Application No. 30115 on 31.08.2002 and thereafter the N. I. T. has issued the Demand note for payment of Development charges, the said Development charges has paid by the Vendor to the N. I. T. and thereafter the N. I. T. has issued the Regularization Letter of Unauthorised Plot of the Granter and its Building Permit No. **BE (N)/284, Case No. 200304091996, Layout No. 1900/201606041991 dtd. 30.04.2019** issued by Building Engineer (north) Nagpur Improvement Trust.

THAT, the Vendor has decided to develop the above said property on the basis of Building Plan and Building permit sanctioned by the Building Engineer (North) Nagpur Improvement Trust, Nagpur. The building is constructed as per sanctioned Building Plan and Building Permit No. **BE(NORTH) /Case No. BUL-G-116/Tracking No. 2021070654/105 dated 13.10.2021** issued by the Building Engineer (North), Nagpur Improvement Trust, Nagpur. A copy of the said sanctioned building plan and permit is attached herewith which forms the part and parcel of this Deed.

Non Agricultural Order No. **jk-ek-Øa- 3495@,u-,-ih-34@2017&18] ekStk f>axkckbZ VkdGh] vIlkj rgflynkj xSj Ñ"kh dj vkdkj.kh Øa- 5 ukxiwj ;kauh ikjhr dsysyk vkgs-**

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

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

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

AND WHEREAS, the PROMOTER/VENDOR 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/VENDOR has got the Project registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate

Regulatory Authority and the **MAHARERA** granted the **Registration bearing Number .....**

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

AND WHEREAS by virtue of the aforesaid Sale Deed the PROMOTER/VENDOR has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the PROMOTER/VENDOR on the project land and to enter into Agreement with the ALLOTTEE/PURCHASER of the Apartment to receive the sale consideration in respect thereof;

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

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER / VENDOR, Mr. Vinod R. Samarth Advocates, authenticated copy of the Akhiv Patrika of relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the Apartment are constructed or are to be constructed have been annexed hereto,

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

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

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

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

AND WHEREAS, the ALLOTTEE/PURCHASER has applied to the PROMOTER/VENDOR for allotment of **Apartment No. ..... on the .....FLOOR ,** situated in the Scheme Known as **"RAJ ORCHID"** and Building Known as **"RAJ ORCHID"**, being constructed on the said land of the said Project,

AND WHEREAS, the said Apartment is came in the share of the PROMOTER/VENDOR and hence the is competent to sell the said Apartment to any one and execute Sale Deed after completion of necessary formalities and to receive the consideration thereof,

AND WHEREAS, the **carpet area** of the said Apartment is **.....** square meters and **Built up area** of the said Apartment is **.....** sq. mtrs. including balcony area 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/PURCHASER or veranda area and exclusive

open terrace area appurtenant to the said Apartment for exclusive use of the ALLOTTEES/ PURCHASER, 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 ALLOTTEES/PURCHASER has paid to the PROMOTER/VENDOR a sum of **Rs. ...../- (Rs. ..... Only)** by Various Cheques and being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTER/VENDOR to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the PROMOTER/VENDOR both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has/have agreed to pay to the PROMOTER/VENDOR the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

01. The PROMOTER/VENDOR shall construct the buildings consisting of various Apartments on the parcel of land described above Scheme Known as **"RAJ ORCHID"** and

Building Known as **"RAJ ORCHID",** consisting of ground, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1 (a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER / VENDOR hereby agrees to sell to the ALLOTTEE/PURCHASER **Apartment bearing No. ....., having carpet area admeasuring** ..... **Sq. Mtrs., Built up area ..... sq. mtrs.**

situated on the..... FLOOR having .....% proportionate undivided share and interest in land, in the Scheme Known as **"RAJ ORCHID"** and Building Known as **"RAJ ORCHID"**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for a the consideration of **Rs. ...../- (Rs. .....Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The ALLOTTEES / PURCHASER has paid an amount at time of execution of this agreement a sum of **Rs. ...../- (Rs. .....Only)** by Various Cheques as advance payment or application fee to the **PROMOTER/VENDOR** as per Manner of Payment (Received) and hereby agrees to pay to that PROMOTER/VENDOR the balance amount of **Rs. ...../- (Rs. ..... Only)** as per the Manner of Further Payment :-

MANNER OF PAYMENT

1) Rs. ...../-	**Rs. ..... Only** paid by the Purchaser to the promoter/Vendor by Cheque No. ..... dtd. ..... drawn on
2) Rs. ...../-	**Rs. ..... Only** paid by the Purchaser to the promoter/Vendor by Cheque No. ..... dtd. ..... drawn on .
3) Rs. ...../-	**Rs. ..... Only** paid by the Purchaser to the promoter/Vendor by Cheque No. ..... dtd. ..... drawn on
Rs. ...../-	**Rs. .....Only.**

MANNER OF FURTHER PAYMENT

Amount Rs.	Payable by PURCHASERS at the time of
1. Rs. ...../-	**Rs. .....Only** (Not exceeding 80% of the total consideration) to be paid to the promoter/vendor on completion of the Roof Floor Slab of the building.
2. Rs. ...../-	**Rs. .....Only** (Not exceeding 85% of the total consideration) to be paid to the Promoter/vendor on Walls, Internal Plaster of the said Unit.
3. Rs. ...../-	**Rs. .....Only** (Not exceeding 90% of the total consideration) to be paid to the PROMOTER/VENDOR on completion of the staircases, Lift, Lobbies upto the floor level of the said unit.
4. **Rs. ...../-**	**Rs. .....Only** (Not exceeding 95% of the total consideration) to be paid to the PROMOTER/VENDOR on completion of the external

	plumbing, external plaster, elevation & Terraces, lift, electrical fitting of common areas, tiles etc.
5. Rs. ...../-	**Rs. .....Only** Balance Consideration to be paid to the Promoter at the time of handing over of the possession of the unit to the ALLOTTEES on or after receipt of Occupancy Certificate OR Completion Certificate on i.e. on or before **……..**
Rs. ...../-	**Rs. .....Only.**

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

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The PROMOTER / VENDOR undertakes and agrees that while raising a demand on the ALLOTTEE / PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER/VENDOR 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 ALLOTTEES/PURCHASERS, which shall only be applicable on subsequent payments.

1(e) The PROMOTER/VENDOR shall confirm the final carpet area that has been allotted to the ALLOTTEES / PURCHASERS after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the

changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/VENDOR. If there is any reduction in the carpet area within the defined limit then PROMOTER/VENDOR shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEES/PURCHASERS. If there is any increase in the carpet area allotted to ALLOTTEES/PURCHASERS, the PROMOTER/VENDOR shall demand additional amount from the ALLOTTEE/PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

VENDOR to adjust his payments in any manner.

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

2.1 The PROMOTER/VENDOR 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 ALLOTTEES/PURCHASERS, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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

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

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

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

Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the PROMOTER/VENDOR.

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

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

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

05. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the

PROMOTER/VENDOR in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

06. The PROMOTER/VENDOR shall give possession of the Apartment to the ALLOTTEE/PURCHASER on or before **…… day of …….. ……** on completion of necessary formalities. If the PROMOTER/VENDOR fails or neglects to give possession of the Apartment to the ALLOTTEES/PURCHASERS on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER/VENDOR shall be liable on demand to refund to the ALLOTTEES/PURCHASER the amounts already receiv ed 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 PROMOTER/VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided further that the ALLOTTEE/PURCHASER shall not deliver the actual physical possession of the said Apartment to the Purchasers 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 Purchasers in full to the PROMOTER/VENDOR hereto.

Provided further that the PROMOTER/VENDOR 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.

(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

(iv) Delay due to circumstance beyond the control of the PROMOTOER.

7.1 Procedure for taking possession - The PROMOTER/VENDOR, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Apartment, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the PROMOTER/VENDOR shall give possession of the Apartment to the ALLOTTEES/PURCHASERS. The PROMOTER/VENDOR agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/VENDOR. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTER/VENDOR or association of ALLOTTEES/Purchasers, as the case may be. The PROMOTER/VENDOR on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of ALLOTTEE/PURCHASER to take Possession of Apartment : Upon receiving a written intimation from the PROMOTER/VENDOR as per clause 9.4 the ALLOTTEE/PURCHASER shall take possession of the Apartment from the PROMOTER/VENDOR by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER/VENDOR shall give possession of the Apartment to the ALLOTTEES/PURCHASERS. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 9.4 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

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

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

08. That the Vendor / PROMOTER has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a **Deed of Declaration** dt. Deed of Declaration dt. **.....2021** registered with Sub Registrar, Nagpur – ..... at Book No. 1 at Sr. No. **NGN ..... - ...../2021 dt. .....2019**. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchasers and her/his/their successors in title.

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

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

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

8.4 Within 15 days after notice in writing is given by the PROMOTER/Vendor to the ALLOTTEES / PURCHASER that the Apartment is ready for use and occupancy, the ALLOTTEES / PURCHASER 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/PURCHASER shall pay to the

PROMOTER/VENDOR such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEES / PURCHASERS share is so determined the ALLOTTEES / PURCHASERS shall pay to the PROMOTER/VENDOR monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/ PURCHASER to the PROMOTER/VENDOR shall not carry any interest and remain with the PROMOTER/VENDOR until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER/VENDOR to the Society or Limited Company, as the case may be.

9. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises will pay to the PROMOTER/VENDOR, the following amounts:-

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

(ii) An amount per Sq. Ft. of Carpet Area for the Maintenance Charges in advance as may be decided by the PROMOTER/VENDOR and the various Purchasers.

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

11. At the time of registration of Sale Deed / conveyance, the ALLOTTEE/ PURCHASER shall pay to the PROMOTER/VENDOR, the ALLOTTEE/PURCHASER share of stamp duty and registration charges payable.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR

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

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

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

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

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

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

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

vii. The PROMOTER/VENDOR 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/PURCHASER under this Agreement;

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

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

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

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

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

xiii. If required, the PROMOTER/VENDOR shall first get the Deed of Apartment from the PROMOTER in his individual name and thereafter shall execute the Sale Deed of the said Apartment in favour of the ALLOTTEES/PURCHASERS.

13. The ALLOTTEES/PURCHASERS or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTER/VENDOR as follows :-

i. To maintain the Apartment at the ALLOTTEE/PURCHASER 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 ALLOTTEES / PURCHASERS in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER/VENDOR to the ALLOTTEES / PURCHASERS 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/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible

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

iv. Not to demolish or cause to be demolished the 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 PROMOTER/VENDOR and/or the Association of the Apartment Owners.

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

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

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

viii. Pay to the PROMOTER/VENDOR within fifteen days of demand by the PROMOTER/VENDOR, 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.

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 Apartment by the ALLOTTEES/ PURCHASERS for any purposes other than for purpose for which it is sold.

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

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

14. The VENDOR/PROMOTER shall maintain a separate account in respect of sums received by the Vendor/PROMOTER from the Purchasers as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

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 Apartment or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER until the said structure of the building is transferred to the prospective buyers.

17. PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER/VENDOR executes this Agreement it 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/PURCHASER who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the PROMOTER/VENDOR does not create a binding obligation on the part of the PROMOTER/VENDOR or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEES / PURCHASERS and secondly, appears for registration of the same before the concerned Sub- Registrar as

and when intimated by the PROMOTER/VENDOR. If the ALLOTTEES/PURCHASERS(s) fails to execute and deliver to the PROMOTER/VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEES / PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/VENDOR, then the PROMOTER shall serve a notice to the ALLOTTEES / PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEES/PURCHASERS, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEES / PURCHASER without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 ALLOTTEES/ SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE /

PURCHASER of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 there under 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 there under 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/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment 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 PROMOTER/VENDOR through its authorized signatory at the PROMOTER/VENDOR Office,

or at some other place, which may be mutually agreed between the PROMOTER/VENDOR and the ALLOTTEES/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the PROMOTER/VENDOR or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

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

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

Name of ALLOTTEE/PURCHASER	**:**	**.....**
ALLOTTEE/PURCHASER ADDRESS	**:**	**.....**
Notified Email ID	**:**	
PROMOTER/VENDOR Name	**:**	**RAJ INFRA CONSTRUCTIONS,** through its Acting Partners
		1. Mr. JUZAR SIRAJBHAI RAJA
		2. Mr. ZOHER ABID ALI SABIR,
PROMOTER/VENDOR ADDRESS	:	**R/o.** 1021, Jai Bhim Chowk, Shanti Nagar, Nagpur -440002.
Notified Email ID	:	

It shall be the duty of the ALLOTTEES / PURCHASERS and the PROMOTER/ VENDOR 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/VENDOR or the ALLOTTEES/PURCHASERS, as the case may be.

29. JOINT PURCHASERS

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

30. Stamp Duty, GST AND Registration Fee : - This charges towards stamp duty,GST, Advocate Fee and Registration Fee of this Agreement is borne by the ALLOTTEE/PURCHASER.

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

32. GOVERNING LAW

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

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

SCHEDULE OF THE PROPERTY SOLD UNDER THIS AGREEMENT

ALL THAT R. C. C. Superstructure comprising of **Apartment No. .....,** having **carpet** area admeasuring **.....** Sq. Mtrs. {Built up area = ... Sq. Mtrs.} situated on the **..... FLOOR** of the alongwith **.....%** proportionate undivided share and interest in land, in the Scheme Known as **"RAJ ORCHID"** and Building Known as **"RAJ ORCHID"** situated on ALL THAT PIECE AND PARCEL OF PLOT NO. 5, ADMEASURING AREA 1212.90 SQ.MTRS. AS PER R.L.,MOUZA - ZINGABAI TAKLI, P.H.NO. 11(A), KHASRA No. 1/2, SHEET NO. 1034/15, CITY SURVEY NO. 2, CORPORATION HOUSE NO. 487/5, WARD NO. 61 at Zingabai Takli, Gorewada, TAH. NAGPUR (CITY) DIST. NAGPUR and within the local limits of Nagpur Municipal Corporation and including all the rights, Easementary Rights, accruing arising or flowing thereof and bounded as under

ENTIRE PROJECT IS BOUNDED AS UNDER

TO EAST	**:**	**OTHER LAOUT.**
TO WEST	**:**	**9.00 MTRS. WIDE ROAD.**
TO NORTH	**:**	**12.00 MTRS. WIDE ROAD.**
TO SOUTH	**:**	**PLOT NO. 4**

AND THE APARTMENT IS BOUNDED AS UNDER :

ON THE EAST	**:**	**.....**
ON THE WEST	**:**	**.....**
ON THE NORTH	**:**	**.....**
ON THE SOUTH	**:**	**.....**

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEES/PURCHASER :

.....

.....

SIGNED AND DELIVERED BY THE WITHIN NAMED

RAJ INFRA CONSTRUCTIONS,

through its Acting Partners

.....

1. Mr. JUZAR SIRAJBHAI RAJA,

.....

2. Mr. ZOHER ABID ALI SABIR

“PROMOTER/VENDOR”

<u>WITNESSES</u>

1. ——————————————————-

2. ——————————————————