AGREEMENT TO SELL
VALUED AT RS. _____/-
(RS. _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)
RS. _____ ONLY

This AGREEMENT TO SELL is made at Nagpur on this _____ Day of _____ 202_ between

(1) **SHRI. VIJAY S/o KASHINATH DIDOLKAR**, Aged about 70 Years, Occupation – Retired (Income Tax Permanent Account No. ABFPD7345F & Aadhar Unique Identity No. 7306 5495 2697), Resident of Plot No. 26, 'Kedar', Cement Road, Shivaji Nagar, Nagpur – 440010, Tahsil and District – NAGPUR (Maharashtra State)

(2) **SHRI. RAVINDRA S/o KASHINATH DIDOLKAR**, Aged about 61 Years, Occupation – Retired (Income Tax Permanent Account No. AGHPD2072L & Aadhar Unique Identity No. 5578 1293 6400), Resident of E-158, Sector-11, DLF, Faridabad-121008 - Haryana,

(3) **MRS. VIDYA W/o VINAY HARDAS**, Aged about 57 Years, Occupation – Private Service, (Income Tax Permanent Account No. AAVPH7550C & Aadhar Unique Identity No. 5274 9482 9547), Resident of 102, Abhay Nagar, Rameshwari Ring Road, Post Parvati Nagar, Nagpur – 440 027, Tahsil and District – NAGPUR, (Maharashtra State),

hereinafter called the **"VENDORS"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDORS"** as well as, their heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

AND

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

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

AND

M/S. RAGHUKUL INTEGRITY CONSTRUCTIONS LLP, A Limited Liability Partnership Firm having its Registered Office at 105, Arohi Apartments, Rajaj Nagar, Nagpur – 440010 (Income Tax PAN ABAFR8228G) and acting through its Partners **(1) SHRI SHRINIWAS S/o SHRIDHAR WARNEKAR**, Aged about 61 Years, Occupation – Business, (PAN AABPW4409Q, AADHAR UID 7746 0607 9443), Resident of 39, Vidya Vihar, Ramapratap Nagar, Nagpur – 440022, and **(2) SHRI. DILIP S/o RAGHUNATH BHARADE**, Aged about 60 Years, Occupation – Business, (PAN ABNPB6017G, AADHAR UID 5196 4515 7588), Resident of 601, Shivranjani Apartments, 28, Cement Road, Shivaji Nagar, Nagpur Tahsil and District – NAGPUR (Maharashtra State), hereinafter called the **"DEVELOPER / PROMOTER / CONFIRMING PARTY"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PARTNERSHIP FIRM** and its **PARTNERS"**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS, the Vendors hereinabove named Joint/Co-Owners of the property comprising ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 26 in Civil Station Expansion Scheme, containing by admeasurement 1337.79 Sq. Mtrs. (14400 Sq. Ft.), including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 352, Sheet No. (24)29/II of Mouza – AMBAZARI situate at Dharampeth Extension Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District NAGPUR and more particularly described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***; AND

WHEREAS, ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 26 (TWENTY SIX), in Civil Station Expansion Scheme, containing by admeasurement 1337.79 Sq. Mtrs. (OR 14400.00 Sq. Ft.), bearing City Survey No. 352 and Sheet No. (24)29/II of Mouza AMBAZARI, situated at Dharampeth Extension Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 5 in Tahsil and District - NAGPUR. Originally belonged to Shri. W.N. Sharma, Resident of Nagpur, being his self acquired property, having acquired the same by him from the Nagpur Improvement Trust, Nagpur on Leasehold Rights for a term commencing from 01-04-1947 and ending on 31-03-1977 by an Indenture of Lease dated 22-10-1947, which is duly registered at the Office of the Sub-Registrar, Nagpur-1 in Addl. Book No. 1, Volume No. 75 on Pages 35 to 61 at Sr. No. 423 on even date; AND

WHEREAS, the aforesaid Shri. W.N. Sharma thereon in his turn transferred/sold the aforesaid property bearing Nagpur Improvement Trust, Leasehold Plot No. 26 (Twenty Six), situated at Shivaji Nagar, Nagpur in Tahsil and District – Nagpur by way of Sale to Shri. G.T. Punjabi, by a Sale Deed dated 25-08-1965, which is duly registered at the Office of the Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 281 on Pages 16 to 51 at Sr. No. 1948 on 09-07-1965; AND

WHEREAS, consequent upon the death the aforesaid Shri. G.T. Punjabi, the said entire property devolved upon (i) Smt. Lachhmibai Narayansingh Punjabi, (ii) Shri. Harisingh Narayansingh Punjabi, (iii) Shri. Shriwarsingh Narayansingh Punjabi, (iv) Smt. Ishwarsingh Narayansingh Punjabi, (v) Ku. Prakashkaur Narayansingh Punjabi, (vi) Shri. Rameshwarsingh Narayansingh Punjabi jointly, being the only legal heirs of the deceased; AND

WHEREAS, on expiration of the Original term of Lease, the Nagpur Improvement Trust, Nagpur lateron extended the same for a further term/period commencing from 01-04-1977 and ending on 31-03-2046 by executing a Renewed Indenture of Lease regarding the said property in favour of Smt. Harisingh Narayansingh Punjabi and others on 14-10-1966 and the same is duly Registered at the Office of the Joint Sub-Registrar, Nagpur in Addl. Book No. 1, Volume No. 25 on Pages 135 to 137 at Sr. No. 5014 on 19-10-1966; AND

WHEREAS, the aforesaid (i) Smt. Lachhmibai Narayansingh Punjabi, (ii) Shri. Harisingh Narayansingh Punjabi, (iii) Shri. Shewasingh Narayansingh Punjabi, (iv) Shri. Ishwarsingh Narayansingh Punjabi, (v) Ku. Prabhakaur Narayansingh Punjabi and (vi) Shri. Rameshwarsingh Narayansingh Punjabi lateron in their turn jointly transferred/sold the aforesaid property by way of Sale to Shri. Dattatraya Devidas Didolkar, by a Sale Deed dated 27-09-1971, which is duly registered in the Office of the Sub-Registrar, Nagpur-I, in Book No. 1, at Sr. No. 4106 on 01-10-1971; AND

WHEREAS, the aforesaid Shri. Dattatraya Devidas Didolkar lateron constructed a Residential House standing on the said Plot of land bearing Corporation House No. 30, City Survey No. 352 and Sheet No. (24)29/II of Mouza – AMBAZARI, in accordance with plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust; AND

WHEREAS, Shri. Dattatraya Devidas Didolkar left for heavenly abode on 14-10-1990. Shri. Dattatraya Devidas Didolkar had Two Brothers and One sister namely Shri. Vishwanath Devidas Didolkar, Shri. Keshinath Devidas Didolkar and Mrs. Shailaja Shankar Tare. Shri. Vishwanath Devidas Didolkar expired on 24-12-1975 and his Wife Mrs. Shakuntala Vishwanath Didolkar expired on 22-12-1998. They were issueless. Shri. Keshinath Devidas Didolkar expired on 03-11-1970 and his Wife Mrs. Usha Keshinath Didolkar expired on 03-02-2005 leaving behind Three sons and One daughter namely (i) Shri. Vijay Keshinath Didolkar, (ii) Shri. Ashok Keshinath Didolkar (iii) Shri. Ravindra Keshinath Didolkar, and (iv) Mrs. Vidya Vinay Hardas. The sister of Shri. Dattatraya Devidas Didolkar namely Mrs. Shailaja Shankar Tare expired on 05-12-2012 and her Husband Shri. Shankar Raghunath Tare expired on 25-12-2010, leaving behind One daughter and Two sons namely (i) Smt. Sushama Prabhakar Deshpande (ii) Shri. Sanjeev Shankar Tare, (iii) Shri. Milind Shankar Tare; AND

WHEREAS, the aforesaid (i) Shri. Vijay Keshinath Didolkar, (ii) Shri. Ravindra Keshinath Didolkar, (iii) Mrs. Vidya Vinay Hardas lateron relinquished their share in favour of Shri. Ashok Keshinath Didolkar, by a Relinquishment Deed dated 11-03-2010, which is duly Registered at the Office of the Sub-Registrar Nagpur-2 in Book No. 1 at Sr. No. 1027 on even date; AND

WHEREAS, by a Gift Deed Dated 09-03-2021 the aforesaid Shri. Ashok Keshinath Didolkar Gifted the Undivided 23% (Twenty Three) Percent share and interest in the said entire property comprising Nagpur Improvement Trust Leasehold Plot No. 28 (Twenty Six) containing by admeasurement 1337.70 Sq. Mtrs. together with the existing Residential House standing thereon, bearing Corporation House No. 30, City Survey No. 352 and Sheet No. (24)29/II of Mouza – AMBAZARI, situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 6 in Tahsil and District – NAGPUR to his brother namely

Shri Vijay Kashinath Didolkar and the said Gift Deed is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2222 on even date; AND

WHEREAS, by another Gift Deed Dated 09-03-2021 the aforesaid Shri. Ashok Kashinath Didolkar Gifted the Undivided 23% (Twenty Three) Percent share and interest in the said entire property comprising Nagpur Improvement Trust Leasehold Plot No. 26 (Twenty Six) containing by admeasurement 1337.79 Sq. Mtrs. Togetherwith the existing Residential House standing thereon, bearing Corporation House No. 30, City Survey No. 352 and Sheet No. (24)29/II of Mouza – AMBAZARI, situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR to his another brother namely Shri Ravindra Kashinath Didolkar and the said Gift Deed is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2221 on even date; AND

WHEREAS, by another Gift Deed Dated 09-03-2021 the aforesaid Shri. Ashok Kashinath Didolkar Gifted the Undivided 23% (Twenty Three) Percent share and interest in the said entire property comprising Nagpur Improvement Trust Leasehold Plot No. 26 (Twenty Six) containing by admeasurement 1337.79 Sq. Mtrs. Togetherwith the existing Residential House standing thereon, bearing Corporation House No. 30, City Survey No. 352 and Sheet No. (24)29/II of Mouza – AMBAZARI, situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR to his sister namely Mrs. Vidya W/o Vinay Hardas and the said Gift Deed is also duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2228 on even date; AND

WHEREAS, in the like manner by another Gift Deed Dated 09-03-2021 the aforesaid Shri. Ashok Kashinath Didolkar Gifted the Undivided 31% (Thirty One) Percent share and interest in the said entire property comprising Nagpur Improvement Trust Leasehold Plot No. 26 (Twenty Six) containing by admeasurement 1337.79 Sq. Mtrs. Togetherwith the existing Residential House standing thereon, bearing Corporation House No. 30, City Survey No. 352 and Sheet No. (24)29/II of Mouza – AMBAZARI, situated at Dharampeth Extension, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR to his sister namely Mrs. Vidya W/o Vinay Hardas and the said Gift Deed is also duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2229 on even date; AND

WHEREAS, the legal heirs of Mrs. Shailaja Shankar Tare, namely (i) Smt. Sushama Prabhakar Deshpande, (ii) Shri. Sanjeev Shankar Tare, (iii) Shri. Milind Shankar Tare, relinquished their share in the said property in favour of (i) Shri. Vijay Kashinath Didolkar, (ii) Shri. Ravindra Kashinath Didolkar, (iii) Mrs. Vidya Vinay Hardas thereon, by a Relinquishment Deed dated 09-03-2021, which is duly Registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. _____ on even date; AND

WHEREAS, the aforesaid Mrs. Vidya W/o Vinay Hardas, Shri Vijay Kashinath Didolkar and Shri Ravindra Kashinath Didolkar thereon decided to develop the said Nagpur Improvement Trust Leasehold Plot No. 26 into a RESIDENTIAL ESTATE by constructing

Multistoreyed Buildings thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, And accordingly by 4 separate Agreements of Development all dated 09-03-2021, which are duly Registered at the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 2232, 2233, 2234 and 2235 on even dated, the said Mrs. Vidya W/o Vinay Hardas, Shri Vijay Kashinath Didolkar and Shri Ravindra Kashinath Didolkar have entrusted the entire work of Development of the said Plot of land to **M/S. RAGHUKUL INTEGRITY CONSTRUCTIONS LLP,** A Limited Liability Partnership Firm having its Registered Office at 186, Aroti Apartments, Bajaj Nagar, Nagpur - 440010 hereinabove named upon several terms and conditions contained therein and Mrs. Vidya W/o Vinay Hardas have executed a Deed of Correction to Agreement of Development is duly Registered at the Office of the Joint Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 5424 on 20-07-2021; AND

WHEREAS, by the same Agreement the said Mrs. Vidya W/o Vinay Hardas, Shri Vijay Kashinath Didolkar and Shri Ravindra Kashinath Didolkar has further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of such such individual buyer as may be nominated by the said **M/S. RAGHUKUL INTEGRITY CONSTRUCTIONS LLP.**; AND

WHEREAS, the said (1) Mrs. Vidya W/o Vinay Hardas, (2) Shri Vijay Kashinath Didolkar and (3) Shri Ravindra Kashinath Didolkar have jointly executed Irrevocable General Power of Attorney in favour of the said **M/S. RAGHUKUL INTEGRITY CONSTRUCTIONS LLP.** on 09-03-2021 and the same is duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 4 at Sr. No. 2236 on even date; AND

WHEREAS, the Developer / Promoter / Confirming Party has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a 1 (ONE) Multistoried Building consisting of various self contained separate Apartments therein; AND

WHEREAS, the Plan of a Multistoreyed Building proposed to be constructed on the said Nagpur Improvement Trust Leasehold Plot No. 26 (Twenty Six) and the same is sanctioned and approved by Asst. Director, Town Planning, Nagpur Municipal Corporation, Nagpur vide Building Permit No. 231/SP/AMBAZARI/TP/NMC/579 dated 28-06-2021; AND

WHEREAS, the Developer / Promoter / Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

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

WHEREAS, the Developer / Promoter / Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer / Promoter / Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS, by virtue of the said Agreements of Development / Power of Attorney the Developer / Promoter / Confirming Party has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer / Promoter / Confirming Party on the project land and to enter into Agreements with the Allottee/Purchaser(s) of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Allottee/Purchaser, the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party's Architects _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2015 (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 Developer / Promoter / Confirming Party, Sandeep Shastri and Associates, Advocates, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Developer / Promoter / Confirming Party to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively; AND

WHEREAS, the authenticated copies of plans of the Layout as proposed by the Developer / Promoter / Confirming Party and according to which the construction of the building and open spaces are proposed to be provided for on said project have been annexed hereto and marked as **Annexure C**; AND

WHEREAS, the authenticated copies of the Floor plan of the Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**; AND

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

WHEREAS, the Allottee/Purchaser has applied to the Developer / Promoter / Confirming Party for allotment of Apartment No. _____ on _____ FLOOR situated in the

said building named as **SHREE DATTATREYA SAHANIWAS**, being constructed on the said land 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, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/Purchaser or verenda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/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 Allottee/Purchaser has paid to the Developer / Promoter / Confirming Party a sum of Rs._____/- (Rupees _____Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Developer / Promoter / Confirming Party to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter / Confirming Party both hereby admit and acknowledge) and the Allottee / Purchaser has/have agreed to pay to the Developer / Promoter / Confirming Party the balance of the sale consideration in the manner hereinafter appearing; AND

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party shall construct the building consisting of Residential Units on the piece and parcel of land described above known and styled as **SHREE DATTATREYA SAHANIWAS**, consisting of basement, 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 Developer / Promoter / Confirming Party 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.

1.1 The Allottee/Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby

agrees to sell to the Allottee/Purchaser Apartment No. _____ having carpet area admeasuring _____ sq. meters on _____ floor in the building **SHREE DATTATREYA SAHANIWAS**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure "D" for a the consideration of Rs. _____/- (Rs. _____ ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1.2 The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ ONLY) as advance payment or application fee and hereby agrees to pay to the Developer / Promoter / Confirming Party the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

MANNER OF PAYMENT

AMOUNT RS.	CH. NO.	DATED	BANK

MANNER OF FURTHER PAYMENT

Amount Rs	Payable by PURCHASER/S at the time of
000000	On or before _____, 2021 or on completion of Basement Slab, whichever is later.
000000	On or before _____ 202_ or on completion of ____ Floor Slab, whichever is later.
000000	On or before _____ 202_ or on completion of ____ Floor Slab, whichever is later.
000000	On or before _____ 202_ or on completion of ____ Floor Slab, whichever is later.
000000	On or before _____ 202_ or on completion of ____ Floor Slab, whichever is later.
000000	On or before _____ 202__ or on completion of Terrace Floor Slab, whichever is later.
000000	On or before _____, 202__ or on completion of Brickwork, Plaster, Finishing, whichever is later.
000000	On or before _____ 202__ or on Possession, whichever is later.
Total Rs 000000.00	Rs. _____ Only

1.3 The Total Price above includes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party 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 PROMOTERS/DEVELOPER) up to the date of handing over the possession of the Apartment.

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

1.5 The Developer / Promoter / Confirming Party shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS/DEVELOPER. If there is any reduction in the carpet area within the defined limit then Developer / Promoter / Confirming Party shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer / Promoter / Confirming Party 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.

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

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

2.2 Time is essence of a contract, both for the Developer / Promoter / Confirming Party as well as the Allottee/Purchaser. The Developer / Promoter / Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/Purchaser shall make timely payment of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer / Promoter / Confirming Party as provided in clause 1 (E) hereof above. ("Payment Plan").

2.3 One time deposit of Rs. _____/- for ___BHK Apartment and Rs. _____/- for ___BHK Apartment shall be paid by the Purchaser/s towards Maintenance Corpus Fund to the Developer / Promoter / Confirming Party at the time of execution of the Sale Deed or at the time of handing over possession, whichever is earlier, for which a separate receipt shall be issued to the Purchaser/s and the same shall not be assumed to be part of the Sale Consideration. The Developer / Promoter / Confirming Party shall hand over the balance Maintenance Corpus Fund at the time of handing over of the Building to the Apartment Owners Association alongwith the relevant Books of Accounts towards the expenditures made from the Maintenance Corpus Fund. **Corpus to be exhausted or used for maintenance purpose by the Developer / Promoter / Confirming Party till handing over of the maintenance and corpus collected to the Society. Statement of expenses shall be maintained by the Developer / Promoter / Confirming Party based on the carpet area of the apartment sold.**

3.1 The Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only.

3.2. The present building is a Residential building and it is specifically agreed by the Purchaser/s of the present apartment that she/he shall not use the same for Commercial purpose.

3.3 The Purchaser/s of the present apartment shall be entitled for 1 (ONE) Car Parking, 2 (TWO) nos. of Two-Wheeler Parking and 1 (ONE) Cycle Parking areas on first come first served basis before handing over the possession/Sale Deed. It is further agreed by the Purchaser/s that neither they nor their guests shall use the covered parking areas exclusively allotted to the other Apartment Owners. The Purchaser/s shall not alter the numbers that are fixed atop each parking areas and shall ensure that the parking space is not used for storage of any construction material, household materials, waste material etc. except for parking their cars. Even if the Purchaser/s do not possess a car or is possessing only one car, even in such circumstances, the Purchaser/s shall not use the empty parking space for storage of any construction material, household materials, waste material etc.

3.4. Each Apartment shall be Allotted with 1 (ONE) Car Parking, 2 (TWO) nos. of Two-Wheeler Parking and 1 (ONE) Cycle Parking. The area of Two-Wheeler and Cycle Parking shall be equivalent to accommodate an extra Car.

3.5 The Purchaser/s shall not erect any permanent or temporary tents for parties or any social functions or gatherings as the same may not be suitable structurally and the

building/apartment may suffer structural damages. Any such damage to the building or apartment shall be the sole responsibility of the Purchasers and the Purchasers shall bear all the cost and consequence of such damage and its repairs.

It is specifically agreed by the Purchasers that since the Fire System which consists of water sump for fire dousing, generator, motors for fire dosing are installed in the building the Purchaser/s shall not obstruct the maintenance of the same at any given time and the cost incurred for maintaining the Fire System and Fire Extinguishers shall be maintained by the Apartment Owners.

3.9 All costs towards operation, repair and maintenance of power generators, overhead water tanks, water supply pipes, common electricity bills, common water bills, consumables for generators, annual maintenance charges (AMC) towards lifts, security cameras and accessories, salaries and bonus of staff, fire NOC charges, solar water heaters, shall be borne under the Corpus collected from the Purchasers.

3.10 The Purchaser/s shall not install split or window air conditioners without consulting the Developer / Promoter / Confirming Party or their representatives as the same involves breaking of walls and placing heavy equipment. Since the building is designed in a manner to accommodate the external unit of a split air conditioner / air coolers at a particular place, the Purchaser/s shall consult the Developer / Promoter / Confirming Party or their representatives while installing the air conditioning units / air coolers in their apartment/s and also shall not tamper or change the water drain pipes of air conditioning units as the same has already been provided by Developer / Promoter / Confirming Party as a pre-installed facility and any tampering or change in the water drain pipes of air conditioning units may result in leakage / seepage of water that can cause nuisance and disturbance in any neighbouring apartments.

3.11 It is specifically understood by the Purchasers that, change in Electrical Wiring shall not be permitted to be done by the Purchaser/s as the same is part and parcel of the wiring diagram submitted to the Electrical Inspector's Office of the Govt. of Maharashtra and any liability, fault or consequences that may arise out of any change in wiring specifications provided by the Developer / Promoter / Confirming Party shall borne by the Purchaser/s.

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

4.2 Without prejudice to the right of Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Developer / PROMOTERS / Confirming Party shall refund to the Purchaser, subject to deduction of 20% amount of Sale Consideration plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer / Promoter / Confirming Party.

5. The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Allottee/Purchaser on or before _____. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Allottee/Purchaser 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 Developer / Promoter / Confirming Party 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 Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees etc. are paid by the Purchaser in full to the Developer / Promoter / Confirming Party hereto.

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of 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 consequences therefore including Occupancy Certificate/Completion Certificate.

8.1 Procedure for taking possession - The Developer / Promoter / Confirming Party, 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 Developer / Promoter / Confirming Party shall give possession of the Apartment to the Allottee/Purchaser. The Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or association of Allottee/Purchasers, as the case may be. The Developer / Promoter / Confirming Party on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 The Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice from the Developer / Promoter / Confirming Party to the Allottee/Purchaser intimating that the said Apartments are ready for use and occupancy.

6.3 Failure of Allottee/Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause 6.1, the Allottee/Purchaser shall take possession of the Apartment from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer / Promoter / Confirming Party shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 6.3 such Allottee/Purchaser shall continues to be liable to pay maintenance charges as applicable.

6.4 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter / Confirming Party, 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 Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

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

7. The Allottee/Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

8. That the Developer / Promoter / Confirming Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and the Deed of Declaration dt. u/s 2 of the said Act registered with Sub Registrar Nagpur – ___ in Book No. 1, at Sr. No. _____ dt. _____. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and sophis/their successors in title.

8.1 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restriction 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 Purchaser severally or jointly with any other Apartment Owner or Owners.

8.3 Within 15 days after notice in writing is given by the Developer / Promoter / Confirming Party to the Allottee/Purchaser that the Apartment is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely land 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 Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Developer / Promoter / Confirming Party monthly contribution towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party to the Society or the Limited Company, as the case may be.

9. The Allottee/Purchaser shall on or before delivery of possession of the said premises will pat to the Developer / Promoter / Confirming Party, the following amounts:-

(i) An amount of Rs. _____/- for Charges towards Electric Meter share in Water Meter and installation of Transformer.

(ii) An amount of Rs. _____/- for __ BHK Apartment and Rs. _____/- for __BHK Apartment towards the Maintenance Charges and the same shall be deposited in the Maintenance Corpus Fund.

10. The Allottee/Purchaser shall pay to the Developer / Promoter / Confirming Party a sum of nil for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party, the Allottee/Purchasers share of stamp duty and registration charges payable.

12. REPRESENTATIONS AND WARRANTIES OF THE Vendors and/or Developer / Promoter / Confirming Party :

The Vendors/ Developer/ Promoter/ Confirming Party hereby represents and warrants to the Purchaser as follows :

i. The Vendors 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 Vendors 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. The Vendors/Developer/ Promoter/ Confirming Party shall have every right to change and appoint any new consultant as per their discretion & choice.

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

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

vi. It is specifically understood and agreed by the Purchaser that the prospectus other advertising materials published by the Vendors' from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendors' and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

vii. The Vendors/ Developer/ Promoter/ Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes

and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

ix. The Developer/ Promoter/ Confirming Party confirm that the Vendors is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser/s in the manner contemplated in this Agreement.

x. The Developer/ Promoter/ Confirming Party 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/Purchasers created herein, may prejudicially be affected.

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

i. To maintain the Apartment at the Allottee/Purchaser'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/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Allottee/Purchaser 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 Parts or other structural members in the Apartment without the prior written permission of the Developer / Promoter / Confirming Party 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 Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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 Developer / Promoter / Confirming Party within fifteen days of demand by the PROMOTERS/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.

ix. To bear and pay increase in local taxes, water charges 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/Purchaser for any purposes other than for purpose for which it is sold.

x. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/Purchaser to the Developer / Promoter / Confirming Party under this Agreement are fully paid up.

xiii. 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 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/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 outgoings in accordance with the terms of this Agreement.

14. The Developer / Promoter / Confirming Party shall maintain a separate account in respect of sums received by the Developer / Promoter / Confirming Party from the Purchaser as advance or deposit, sums received on account of the maintenance corpus 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 Purchaser, but all the same such misstatement, 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 demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The 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 Vendors/ Developer/ Promoter/ Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. The Developer / Promoter / Confirming Party shall handover all Warranty and Guarantee Certificates pertaining to Electrical / Bath / Door Locks / MCBs / ELCBs Fittings to the Purchaser/s and any claims towards the same shall be handled and claimed by the Purchaser/s directly from the said companies. The Developer / Promoter / Confirming Party shall only facilitate such claims with the Companies till the project is handed over to the Society and not beyond that.

18. Developer / Promoter / Confirming Party SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer / Promoter / Confirming Party 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.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Developer / Promoter / Confirming Party does not create a binding obligation on the part of the Developer / Promoter / Confirming Party or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer / Promoter / Confirming Party. If the Allottee/Purchaser(s) fails to execute and deliver to the Developer / Promoter / Confirming Party this Agreement within 30 (thirty) days from the

date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter / Confirming Party, then the Developer / Promoter / Confirming Party shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

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

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

23. SEVERABILITY

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

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

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

25. FURTHER ASSURANCES

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction

28. PLACE OF EXECUTION

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

27. The Allottee/Purchaser and/or Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party will attend such office and admit execution thereof.

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

Name of Allottee/Purchaser:
MRS./SMT./SHRI. _____,
Resident of _____,
Notified Email ID: _____

M/s Developer / Promoter / Confirming Party name

M/S. RAGHUKUL INTEGRITY CONSTRUCTIONS LLP,
188, Archi Apartments, Bajaj Nagar, Nagpur - 440010
Notified Email ID: _____

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

29. JOINT ALLOTTEES

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Developer / Promoter / Confirming Party to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchasers.

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