

AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)
MARKET VALUE RS. ONLY

Item No. Page No. @ Rs. /- Per Sq. Mtr.

THIS AGREEMENT TO SELL is made on this ____ Day of _____, 2022 BETWEEN (1) SMT. GEETA Wd/o LATE SHRI. DINKARRAO BORKUTE, Aged 67 Years, Occupation – Housewife (**PAN AFYPB4994H & AADHAR 8789 3342 4160**); (2) MISS. TRUPTI D/o LATE SHRI. DINKARRAO BORKUTE, Aged 36 Years, Occupation – Business (**PAN AMGPB7705B & AADHAR 7175 3617 6045**); (3) MISS. BHAKTI D/o LATE SHRI. DINKARRAO BORKUTE, Aged 34 Years (**PAN ALUPB4550H & AADHAR 8947 8302 7120**); AND (4) SHRI. RISHI S/o LATE SHRI. DINKARRAO BORKUTE, Aged 28 Years, Occupation – Business (**PAN BIJPB9233J & AADHAR 3863 1394 6192**), All Residents of Plot No. R-20/A, 'DEVHARA', Rani Laxminagar, Nagpur-440022, Tahsil and District – NAGPUR, all acting through their duly Constituted Attorney M/S. SHRI. RANDAL INFRA, A Proprietary Concern having its Office at 114/115, Ganesh Heights, Ring Road, Khamla, Nagpur and acting through its Sole Proprietor SHRI. RAJESH S/o ASHOK DAWDA, Aged 45 Years, Occupation – Business, Resident of 132, Ramdaspath, Near Lendhra Park, Nagpur-440010, Tahsil and District – NAGPUR (**PAN AFFPD4378G & AADHAR 8256 8524 4095**), hereinafter all jointly 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 respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

SHRI. _____ S/o _____, Aged ____ Years, Occupation - _____, Resident of _____, Nagpur, Tahsil and District – NAGPUR (**PAN _____ & AADHAR _____**), hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

AND

M/S. SHRI. RANDAL INFRA, A Proprietary Concern having its Office at 114/115, Ganesh Heights, Ring Road, Khamla, Nagpur and acting through its Sole Proprietor SHRI. RAJESH S/o ASHOK DAWDA, Aged 45 Years, Occupation – Business, Resident of 132, Ramdaspath, Near Lendhra Park, Nagpur-440010, Tahsil and District – NAGPUR (**PAN AFFPD4378G & AADHAR 8256 8524 4095**), hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PROPRIETARY FIRM and its PROPRIETOR, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Kh. No. 58/1K of Mouza - SOMALWADA, P.S.K. 44, having an area of 10.88 Acres held in Bhogwatdar

Class-I Rights, situate at Somalwada, Nagpur in Tahsil and District - NAGPUR, Originally belonged to Shri. Bhaskarrao S/o Govindrao Borkute, Resident of Nagpur; AND

WHEREAS the aforesaid Shri. Bhaskarrao S/o Govindrao Borkute left for heavenly abode on 27-8-1978 leaving behind him, his Widow Smt. Bhagirathibai, 2 sons namely (i) Shri. Dinkar and (ii) Shri. Pravin and four Daughters namely (i) Mrs. Kavita W/o Nagesh Ambhore (ii) Mrs. Chandrakala W/o Pundlikrao Thakre (iii) Mrs. Shashikala W/o Purushottam Rajurkar and (iv) Mrs. Pramila W/o Madhukarrao Bhojer as his only legal heirs, who inherited the said entire property by way of intestate succession; AND

WHEREAS the aforesaid legal heirs of Late Shri. Bhaskarrao S/o Late Shri. Govindrao Borkute lateron effected a PARTITION of the aforesaid property vide Family Agreement Settlement Dated 1-6-1987; AND

WHEREAS the aforesaid entire land comprising Kh. No. 58/1K of Mouza - SOMALWADA is converted for Non-Agricultural Use vide Order Dated 29-7-1986 passed by the Sub-Divisional Officer, Nagpur in Revenue Case No. 29/NAP-34/1985-86; AND

WHEREAS the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-2-1976 the said Late Shri. Bhaskarrao S/o Govindrao Borkute had filed a Statement/Return Under Section 6(i) of the said Act before the Deputy Collector and Competent Authority U.L.C. Nagpur and on completion of his enquiry, the said authority vide its Order passed in ULC Case No. 998/76 Dated 21-12-1998 declared 9000 Sq. Mtrs. of land out of the aforesaid Kh. No. 58/1K as a retainable land and the remaining 24136 Sq. Mtrs. as a surplus vacant land within the meaning of the said Act. Out of the said retainable land the said Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute held and owned 6272 Sq. Mtrs. (OR 1.55 Acres) of land. The said land bears New Kh. No. 58/6(58/1K Part) of Mouza - SOMALWADA which includes 1500 Sq. Mtrs. Retainable land of Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute; AND

WHEREAS the said Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute lateron applied for exemption to the aforesaid surplus vacant land under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and Tenements in accordance with the special dispensation issued by the Government Resolution Housing and Special Assistance Department; AND

WHEREAS considering his application, the Additional Collector and Competent Authority U.L.C., Nagpur vide his Order Dated 26-5-1999 passed in Case No. ATP/ULC/TD(142) 8-7-1999 exempted the aforesaid surplus land from the provisions of the said Act Under Talegaon Dabhade Scheme subject to certain terms and conditions contained therein; AND

WHEREAS the time for completion of the proposed Scheme under Talegaon Dabhade Pattern is extended by the Additional Collector and Competent Authority ULC Nagpur vide his Order Dated 31-12-2009 passed in Case No. K.L./ULC/KV/927/09; AND

WHEREAS the aforesaid retainable land admeasuring $\frac{1}{2}$ (17.60 + 33.05) Mtrs. x 45.00 Mtrs. equal to 1139.625 Sq. Mtrs. + $\frac{1}{2}$ 33.38 Mtrs. x 1.14 Mtrs. equal to 19.03 Sq. Mtrs. = 1158.655 Sq. Mtrs. is Released by the Executive Engineer (West), Nagpur Improvement Trust, Nagpur vide his Letter No. E.E.(West)/146 Dated 29-1-2011; AND

WHEREAS the layout of the said land including the retainable land belonging to Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute is duly sanctioned by the Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur in terms of the Agreement executed between the Nagpur Improvement Trust and Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute on 1-4-2006; AND

WHEREAS a Piece of land out of Kh. No. 58/6(58/1K Part) of Mouza – SOMALWADA belonging to Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute is reserved for 36 Mtrs. wide Ring Road. As per the terms and conditions incorporated in Agreement Dated 1-4-2006, Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute was entitled for TDR of the said acquired land. The said reserved land is in the actual physical possession of the Land Acquisition Officer vide his Order Dated 20-2-1991 passed in Case No. 9/LND-47/86-87/A-65/19 of Mouza – SOMALWADA. The said Shri. Dinkar S/o Late Shri. Bhaskarrao Borkute had not accepted the compensation for the said acquired land from the Government of Maharashtra. A litigation regarding the aforesaid matter is presently pending before the Hon'ble High Court bearing No. 3933/2010. The TDR for the said acquired land is not the subject matter of this Agreement and the same shall be owned and possessed by the present Owners; AND

WHEREAS in the mean time the said Shri. Dinkar S/o Bhaskarrao Borkute breathed his last on 14-12-2014 and consequent upon his death/demise the said property comprising Plot No. 1 devolved upon his Widow Smt. Geeta, only son Shri. Rishi and 3 daughters namely Mrs. Tejaswini W/o Ajayrao Bodhare, Miss. Trupti D/o Late Shri. Dinkarrao Borkute and Miss. Bhakti D/o Late Shri. Dinkarrao Borkute, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Mrs. Tejaswini W/o Ajayrao Bodhare lateron relinquished all her rights, title and interest in respect of the aforesaid property in favour of Smt. Geeta Wd/o Late Shri. Dinkarrao Borkute, Miss. Trupti D/o Late Shri. Dinkarrao Borkute, Miss. Bhakti D/o Late Shri. Dinkarrao Borkute and Shri. Rishi S/o Late Shri. Dinkarrao Borkute, the Vendors hereinabovenamed, by a Deed of Release Dated 24-4-2015, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2699 on even date. As a result, therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS in pursuance of the said Agreement the Confirming Party has accordingly prepared a Plan of a Multistoreyed building then proposed to be constructed on the said Plot of land and to be known and styled as "SHRI RANDHAL HEIGHTS-I" and the same is duly sanctioned by the Town Planner, Town Planning Department, Nagpur Municipal Corporation vide his Building Permit No. B.E.(WEST)/Case No. GUN-P-088/Tracking No. 202110208/320 Dated 10-2-2022. Shri. Satyendra S/o _____ Gupta, having his Office of Plot No. 8, SBI Colony,

Old Sneh Nagar, Wardha Road, Nagpur, bearing Registration No. CA/2001/28453 has been appointed as an Architect of the said Project; AND

WHEREAS the Confirming Party has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing Registration No. _____ Dated _____; AND

WHEREAS the Purchaser hereinabovenamed has satisfied itself in respect of the Vendors' title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the said Multistoreyed Building; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoreyed Building proposed to be constructed on the said Plot of land for her/his Residential Use with heritable and transferable rights therein has approached the Confirming Party and expressed her/his desire and willingness to purchase the Undivided _____ Percent share and interest in the said Plot of land TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "SHRI RANDAL HEIGHTS-I" and after detailed negotiations she/he has also specifically and unconditionally agreed to pay, provide and contribute the entire cost of construction of the said Apartment to the Confirming Party; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors and the Confirming Party have now jointly agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land admeasuring $\frac{1}{2}$ (17.60 + 33.05) Mtrs. x 45.00 Mtrs. equal to 1139.625 Sq. Mtrs. + $\frac{1}{2}$ 33.38 Mtrs. x 1.14 Mtrs. equal to 19.03 Sq. Mtrs. = 1158.655 Sq. Mtrs. TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. (Carpet area of _____ Sq. Mtrs.) on the _____ FLOOR of a building constructed thereon and known and styled as "SHRI RANDAL HEIGHTS-1", alongwith Covered Parking for 1 Car allotted to the said Apartment, bearing Corporation House No. 3463/1 to 8, City Survey No. 499 and Sheet No. 674/8 of Mouza - SOMALWADA, situate at Behind Hotel Radisson, Narendra Nagar, Wardha Raod, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR and more particularly described in the schedule hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has paid to the

Confirming Party in the following manner. The cost so agreed is fixed and not subject to any increase.

MANNER OF PAYMENT :

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party by Cheque No. _____
Dated _____ Drawn on _____
Branch, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party by Cheque No. _____
Dated _____ Drawn on _____
Branch, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party by availing Housing Loan from _____ at the time of Registration of the Sale Deed.

Rs. (TOTAL RUPEES _____ ONLY).

The aforesaid total sale consideration is exclusive of the charges for Deposits and installations of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. which will be separately borne and paid in full by the Purchaser to the Confirming Party on demand and shall always indemnify the Confirming Party against such payments/dues/penalties etc.

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages/dates mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due stages/dates. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Confirming Party. In the event of such termination/Cancellation of this Agreement, the Confirming Party shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Piece of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Confirming Party shall within 30 Days from the date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 5,00,000/- (Rupees Five Lac) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by it shall not be a ground for non payment of any of the installments on due stages/dates.

(3) THAT the Undivided _____ Percent share and interest in the said Piece of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied itself with respect to the Vendors' title to the said property as good, valid and marketable and it has accepted the same without any further investigation. It has satisfied itself about the Confirming Party's right to enter into this Agreement with the Purchaser.

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to outgoing agreements, restrictions and rights of the Vendors and the other co-owners of the remaining Undivided share in the said Piece of land and the Owners of other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that by an Agreement Dated 16-9-2021 made between the Confirming Party and the aforesaid Vendors, the former is allowed and permitted to develop the said Piece of land and shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the aforesaid Vendor. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Confirming Party shall erect and build the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the plan sanctioned by the Building Engineer of the Nagpur Municipal Corporation and the Specifications mentioned in ANNEXURE - A appended thereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by it in advance.

(8) THAT the Vendors/Confirming Party have/has reserved their/its right to revise the sanctioned Plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(9) THAT Purchaser has finally chosen to own and possess the Apartment No. _____ on the _____ FLOOR of the proposed building more particularly described in the Second Schedule hereunder written.

(10) THAT the Confirming Party shall complete the said building and make the Apartment chosen by the Purchaser available for its occupation on or before _____ failing which the Confirming Party shall pay a sum at the rate of Rs. _____/- Only Per Month by way of liquidated damages to the Purchaser with effect from _____ till the date of handing over actual possession of the said Apartment to it. However the Confirming Party shall be entitled to reasonable extension of time for delivery of possession of the said Apartment to the Purchaser on the stipulated date, if the completion of the building is delayed on account of :-

i. War, Civil Commotion or act of God.

- ii Any Notice, Order, Rule, Notification of the Government/Other public or competent authority/any Court.
- iii. Delay in procuring Government statutory permission and compliances including Occupancy Certificate/Completion Certificate.

If the Purchaser fails to take the actual physical possession of the said Apartment on stipulated date, then in such event the Purchaser shall be liable to pay the applicable maintenance charges to the Confirming Party or the Association of Apartment Owners, without assigning any reason or excuse.

(11) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the Deposits and charges for installation of Electric and Water Meters, Transformer Charges, Legal Expenses including Stamp Duty and Registration fees and Goods and Services Tax, Insurance Premium etc. are paid by her/him in full to the Confirming Party. The Confirming Party may install a Transformer for the aforesaid Building, if the same is advised by Maharashtra State Electricity Board. The Transformer Charges and installation charges shall be separately borne and paid by the Purchaser proportionately. In the like manner the Purchaser shall also pay the proportionate charges for the fire safety device which may be installed in the said Multistoreyed Building proposed to be constructed on the said Plot of land.

(12) THAT the Confirming Party shall be exclusive incharge of the construction without any let or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of its Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by it shall be void and not at all binding upon the Confirming Party.

(13) THAT during the period of building construction, the Purchaser with two days' advance intimation to the Confirming Party may enter upon the said Piece of land to inspect the Plans, specifications and the Building materials, if available at site.

(14) THAT for the purpose of giving clear Title over the Apartment chosen by the Purchaser and each of the other buyers in the said building, the Vendors have executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970 which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 2310 on 8-3-2022. The said Deed of Declaration and the Bye-laws appended thereto and the Correction Deed shall always remain binding upon the Purchaser.

(15) THAT the Purchaser agrees to incorporate such terms, 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.

(16) THAT the available open space, the common areas and common facilities as may be provided in the said 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. The said Apartment No. ____ on the _____ Floor is provided with an adjoining Restricted Terrace of _____ Sq. Mtrs. and the same shall be exclusively used and enjoyed by the Purchaser to the exclusion of remaining Apartment Owners. The aforesaid Apartment No. ____ on the _____ Floor is provided with allotted Covered Parking for 1 Car and the same shall be exclusively used by the Purchaser and its successors-in-title.

(17) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by it shall be refunded to it free of any interest thereon and also after deducting therefrom a fixed sum of Rs. _____/- (Rupees _____ Lac) Only by way of liquidated damages within 30 Days from the date, this Agreement stands terminated/cancelled and in such event its right to purchase the Undivided _____ Percent share and interest in the said Piece of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendors/Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Piece of land and also the said Apartment to any prospective/intending buyer(s) as may be approved by the Confirming Party without any further notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Confirming Party that even after her/his taking over the actual possession of Apartment chosen by it (on receipt of possession letter from Confirming Party) it will not object or prevent or obstruct the Confirming Party in any way in carrying on and completing the work of other Apartments in the said Building and keeping building materials on the available open land.

(19) THAT the Vendors/Confirming Party reserve/s their/its right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Piece of land is increased at any time in future and in such event the Purchaser shall not prevent or obstruct the Vendors/Confirming Party in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Piece of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that it will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by it with effect from the date of Registration of the Sale Deed or from the date of its taking over actual possession thereof whichever may be earlier.

(21) THAT the Vendors/Confirming Party shall deliver the actual possession of the Undivided share and interest in the said Piece of land Togetherwith Apartment No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or its nominee(s) at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Piece of land jointly with the other Co-owners thereof and the Apartment chosen by it absolutely with heritable and transferable rights therein.

(22) THAT the Vendors/Confirming Party do/does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payments of legal charges including Stamp Duty and Registration Fees, payment of Goods and Services Tax etc. and all other taxes and cesses that may be levied and payable at the time of Registration from it, they/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment No. ____ on the _____ FLOOR in favour of the Purchaser or her/his nominee(s) and get the same duly registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by it to the Confirming Party.

(23) THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold the same will be held by the Purchaser jointly with the other co-owners thereof. However, the Apartment chosen by it in the proposed building shall be owned and possessed by it exclusively with heritable and transferable rights therein.

(24) THAT the Purchaser shall pay proportionate share of Nazul Rent/Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of its Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession, whichever is earlier, onwards and shall always keep the Vendors/Confirming Party indemnified against such payments.

(25) THAT it is understood by the Purchaser that the Confirming Party shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor shall obstruct it's visibility in any way. The Confirming Party shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(26) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brick Work and particularly described in specifications appended hereto as ANNEXURE-A. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus 1 Percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(27) THAT the Confirming Party shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Confirming Party indemnified against the same. However the Confirming Party shall install standard proprietary items and shall also see that they are properly working at the time of installation.

(28) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at its address as described above.

(29) THAT the Purchaser undertakes to notify in writing any change in its address to the Confirming Party.

(30) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be settled by negotiations. In case of failure to settle the dispute amicably, then in such event the same shall be referred to The Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

(31) THAT the Vendors/Confirming Party do/does hereby covenant with the Purchaser as under :-

- i. The Vendors have absolute, clear and marketable title with respect to the project land as declared in the Title Report annexed to this Agreement and the Confirming Party has the requisite rights and authority to carry out development and construction upon the said land. The Vendors have absolute and legal possession of the project land. The Vendors have allowed and permitted the Confirming Party to develop the aforesaid Project land on the terms and conditions contained in Agreement Dated 16-9-2021.
- ii. The Confirming Party 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 within the stipulated time.
- iii. There are no encumbrances upon the project land.
- iv. There are no litigations pending before any Court of law with respect to the aforesaid Project land.
- v. All drawings, site plans, other drawings are as given to the Confirming Party by the appointed Architect, Structural Consultants, other consultants. The Confirming Party has thus disclosed the same to the Purchaser and the Purchaser is fully aware that the Professional liability has been undertaken by them individually with the Confirming Party which shall prevail on these Consultants individually or cumulatively if there is any loss/harm is caused to the Purchaser and

based on these said details of the drawings and the calculations and areas shown, the Purchaser has agreed to purchase the said Apartment.

- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said building 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 land and said building shall be obtained by due process of law and the Confirming Party has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project building and common areas.
- vii. The 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 and interest of the Purchaser created herein, may prejudicially be affected.
- viii. The Confirming Party 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 instant project land including the Project and the said Apartment/Plot which will in any manner affect the rights of Purchaser under this Agreement.
- ix. The Confirming Party declares that it is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.
- x. At the time of execution of the sale deed, the Confirming Party shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers.
- xi. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over and upon the Schedule Property.
- xii. The Confirming Party has duly paid and shall continue to pay and discharge all government 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 upto the date of possession or upto the date of registration of the Sale Deed of the said Apartment in favour of the Purchaser or her/his nominee(s).
- xiii. 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 by or served upon the Vendors/Confirming Party in respect of the said Land and/or the Project except, those disclosed in the title report.

(32) THAT the Purchaser does hereby covenant with the Vendors/Confirming Party as under :-

- i. To maintain the said Apartment at her/his own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of Concerned Local or any Other Authority.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the Concerned Local or Other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building including entrance of the said Building and in case any damage is caused to the Building or the said Apartment on account of negligence or default of the Purchaser in this behalf. The Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry at her/his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Vendors/Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be against the rules and regulations and bye laws of the Concerned Authority or Other Public Authority. In the event of the Purchaser's committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the Concerned Local Authority and/or Public Authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the said Apartment without the Prior written permission of the Confirming Party and/or the Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or

any part thereof or whereby any increase in Premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.
- vii. Pay to the Confirming Party within 7 (Seven) days of demand by the Confirming Party, her/his share of Security Deposit demanded by Concerned Local Authority or Government or giving water, electricity or any other service connected to the building in which the said Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or Other Public Authority, on account of change of User of the said Apartment by the Purchaser.
- ix. The Purchaser shall observe and perform all the rules and regulations which the said Association 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 said 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 the Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- x. Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound.
- xi. Not to fix air conditioners at place other than earmarked for fixing such premises or at any other place which affects the elevation of the said Building in any manner whatsoever.
- xii. Not to shift/change location of Kitchen and toilets which affects drainage system of the said Building in any manner whatsoever.
- xiii. Notwithstanding anything herein contained the Vendors and/or the Confirming Party shall not be liable for any defect or damage caused to the said Apartment or said Building or to rectify any such defect caused as a result of any change, repairs or alteration carried out by the Purchaser. The liability of the Confirming Party hereunder shall forthwith cease in the event the Purchaser makes any such change or

carries out any repairs or alteration to the said Apartment or to the said Building without the prior written consent of the Confirming Party.

- xiv. The Purchaser shall permit the Vendors/Confirming Party and their/its employees, servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the said Building or any part thereof to view and examine the state and condition thereof.
- xv. To bear and pay 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 said Apartment and the Purchaser hereby agree(s) to indemnify the Vendors and/or the Confirming Party against all costs, charges and expenses and/or damages etc. suffered or incurred by the Vendors and/or the Confirming Party in respect hereof .
- xvi. The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulation and Bye-Laws for the time being the Concerned Local Authority and of the Government and other Public Bodies. The Purchaser shall also observe and performance all the stipulations and conditions laid down by the said Association regarding the occupation and use of the said Apartment and the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(33) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

(34) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

(35) THAT all expenses on account of preparation of all kinds of documents including the cost of Stamp Duty, Registration Fees and other Miscellaneous Expenses payable thereon have been agreed to be borne and paid by the Purchaser.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land admeasuring $\frac{1}{2}$ (17.60 + 33.05) Mtrs. x 45.00 Mtrs. equal to 1139.625 Sq. Mtrs. + $\frac{1}{2}$ 33.38 Mtrs. x 1.14 Mtrs. equal to 19.03 Sq. Mtrs. = 1158.655 Sq. Mtrs., bearing Corporation House No. 3463/1 to 8, City Survey No. 499 and Sheet No. 674/8 of Mouza - SOMALWADA, situate at Behind Hotel Radisson, Narendra Nagar, Wardha Raod, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR and bounded as under:-

ON THE EAST	-	12.00 MTRS. WIDE ROAD.
ON THE WEST	-	REMAINING PORTION OF PLOT NO. 14 (PART).
ON THE NORTH	-	CITY SURVEY NO. 73.
ON THE SOUTH	-	CITY SURVEY NO. 75.

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. (Carpet area of _____ Sq. Mtrs.) on the _____ FLOOR of a building constructed thereon and known and styled as "SHRI RANDAL HEIGHTS-I", including/excluding share in Staircase and Balconies for Upper Floors. Covered Parking for 1 Car is allotted to the said Apartment.

THIRD SCHEDULE
(List of Common areas and facilities)

A. COMMON AREAS A FACILITIES:-

1. Staircase and Landing
2. Corridor
3. Lift
4. Lift Lobby and Landing
5. Main entrance lobby
6. Common electric meter
7. Overhead water tank located above the top floor level of the building, means of access thereto along the main stair-case of the building.
8. Drainage, storm water drain, underground water tank.
9. Open front space at the ground floor level/open common parking.
10. Common toilet on the ground floor.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :

(1) _____

(RAJESH ASHOK DAWDA)
Proprietor of
M/S. SHRI RANDAL INFRA
As a duly Constituted Attorney
for the Vendors hereinabovenamed
VENDORS

(2) _____

(_____)
PURCHASER

FOR M/S. SHRI RANDAL INFRA

(RAJESH ASHOK DAWDA)
Proprietor
CONFIRMING PARTY

LIST OF ANNEXURE

Annexure “A”	:	Title Report.
Annexure “B”	:	Property Card
Annexure “C”	:	Building Commencement Certificate
Annexure “D”	:	Sanctioned Plan of the Project
Annexure “E”	:	Copy of Floor Plan.
Annexure “F”	:	Authenticated copy of Registration Certificate of the Project granted by the Real Estate Regulatory Authority
Annexure “G”	:	Report of Architect
Annexure “H”	:	Report of Structural Designer