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

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of FEBRUARY, 2022, BETWEEN :

(1) SMT. TARULATA Wd/o LATE SHRI. MANOHAR MANDE, Aged about 87years, Occupation –Home maker, (PAN :ELQPM9515P, AADHAR 4370 9404 9574) Resident of 85, Shivaji Nagar, Nagpur.

(2) SHRI. SANJAYS/o LATE SHRI. MANOHAR MANDE, age about 62 Years, Occupation - Retired, (PAN : AACPM2880J, AADHAR3944 2331 6148), Resident of RH-3, LA Valle Casa Society, NDA Pashan Road, Bavdhan, Pune 411021.

(3) MRS. NAMITA NITIN KHIRWADKAR (Daughter of Late Shri.ManoharBalaji Mande), age about 60 Years, Occupation - Housewife, (PAN : ABCPK1602R, AADHAR 6303 2988 0375), Resident of Plot 15 &16,Shri Harsha Society, Khamla Road, Deonagar, Nagpur-440015, Tahsil and District – NAGPUR.

(4) SHRI. JITENDRA S/o LATE SHRI. MANOHAR MANDE, age about 52 years, Occupation -Service, (PAN:ABGPM3757M, AADHAR2596 2668 8342), Resident of G2, Jai Sapphire apartment, C Scheme, Arvind Marg, Jaipur.

(5) MRS. ARCHANA W/o ATUL PARALIKAR(**Daughter of BhaskarBalaji Mande),**ageabout53 Years, Occupation -Service, (PAN :AWPPP4232N, AADHAR3189 9223 1005), Resident of 301, Asha Homes, Trilanga, Hajur, Bhopal MP-462039.

(6) SHRI. ASHISH S/o LATE SHRI. BHASKARRAO MANDE,age about 49 years, Occupation - Business, (PAN:EKNPM7834K, AADHAR4636 6340 7575), Resident of 85, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR.

(7) SHRI. PRAFULLA S/o LATE SHRI BHASKARRAO MANDE,age about 45years,Occupation -Service, (PAN: ARJPM1739L, AADHAR 4036 3496 1765), Resident of 85, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR., and all acting through it's duly Constituted Attorney **M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED,** a Company registered under the Companies Act, 1956, bearing Incorporation Certificate No. U45202MH2009PTC197303, having its registered Office at Bajaj Nagar, Nagpur (Income Tax Permanent Account No. AAER5597Cand acting through its Authorised Director **SHRI. DILIP S/o RAGHUNATH BHARADE,** Aged about

60 Years, Occupation – Business, (Income Tax Permanent Account No ABNPB8017G, Resident of Shivaji Nagar, Nagpur, Tahsil and District – NAGPUR 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 **FIRST PART.**

AND

SHRI. _____**,** Aged about _____ Years, Occupation – _____, PAN _____, AADHAR UID _____, Mobile No. _____, Resident of _____, 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 **SECOND PART.**

AND

M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, bearing Incorporation Certificate No. U45202MH2009PTC197303, having its registered Office at Bajaj Nagar, Nagpur (Income Tax Permanent Account No. AAER5597Cand acting through its Authorised Director **SHRI. DILIP S/o RAGHUNATH BHARADE,** Aged about 60 Years, Occupation – Business, (Income Tax Permanent Account No ABNPB8017G, Resident of Shivaji Nagar, Nagpur, Tahsil and District – NAGPUR, hereinafter called the **CONFIRMING PARTY/DEVELOPER,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **COMPANY** and it's **DIRECTOR,** legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS the Vendors named hereinabove own the following land comprising ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 85 (EIGHTY-FIVE), in Civil Station Expansion Scheme, containing by admeasurements 836.127 Sq. Mtrs. (i.e. 9000 Sq. Ft.), being a portion of the entire land bearing Kh. Nos. 73 to 78 of Mouza – AMBAZARI, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 505 and Sheet No. 32 of Mouza – Ambazari, situated at Dharampeth Extension Layout Precinct, Shivajinagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR. which is fully described in the 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. 85 (EIGHTY FIVE), in Civil Station Expansion Scheme, containing

by admeasurements 836.127 Sq. Mtrs. (i.e. 9000 Sq. Ft.), being a portion of the entire land bearing Kh. Nos. 73 to 78 of Mouza – AMBAZARI, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 505 and Sheet No. 32 of Mouza – Ambazari, situated at Dharampeth Extension Layout Precinct, Shivajinagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Shri Balaji S/o Wasudeo Mande, the Grand father of Vendor Nos. 2,3,4,5,6 and 7 and father-in-law of Vendor No. 1 above named, 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 01-04-1975 and ending on 31-03-2005 by an Indenture of Lease Dated 22 February, 1979; AND

WHEREAS the aforesaid Shri Balaji Wasudeo Mande left for heavenly abode on 24-02-1992, and consequently said property devolved upon his two sons namely Shri. Manohar Balaji Mande & Shri. Bhaskar Balaji Mande; AND

WHEREAS during the course of time the aforesaid Shri Manohar Balaji Mande left for heavenly abode on 26-01-2018 and consequent upon his death/demise, his share in the aforesaid property devolved upon his Widow Smt. Tarulata Manohar Mande, two sons Shri Sanjay Manohar Mande, Shri. Jitendra Manohar Mande and only daughter Namita Nitin Khirwadkar jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS during the course of time the aforesaid Shri Bhaskar Balaji Mande left for heavenly abode on 15-08-2020 and consequent upon his death/demise, his share in the aforesaid property devolved upon his two sons Shri Aashish Bhaskar Mande, Praffulla Bhaskar Mande and only daughter Mrs. Archana Atul Paralikar, who in turn have got their names mutated in the records of City Survey Department, Nagpur Improvement Trust and Nagpur Municipal Corporation; 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 01-04-2005 and ending on Dated 31-03-2035 by executing a renewed Indenture of Lease regarding the aforesaid property in favour of the said Smt. Tarulata Manohar Mande, Shri Sanjay Manohar Mande, Shri. Jitendra Manohar Mande, Mrs. Namita Nitin Khirwadkar Shri Aashish Bhaskar Mande, Shri. Praffulla Bhaskar Mande and Mrs. Archana Atul Paralikar, the Vendors named hereinabove on Dated 19-04-2010 and the same is duly registered at the Office of the Head Quarter Sub Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2090 on 20-04-2010; AND

WHEREAS the Vendors have now jointly decided to develop the aforesaid property comprising Nagpur Improvement Trust Leasehold Plot No. 85 (Eighty Five) containing by total admeasurement 836.127 Sq. Mtrs. (OR 9000 Sq. Ft.) into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self-

contained separate Apartments therein. And accordingly by an Agreement of Development dated 11-11-2021, which is registered at the Office of the Joint Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 8956 on even date, and a Deed of Correction is also duly Registered at the Office of the Joint Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 8958 on 11-11-2021 they have entrusted the entire work of Development of the said Plot of land to **M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED** upon several terms and conditions contained therein; AND

WHEREAS further the Vendors also executed a General Power of Attorney in favour of **M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED** on 11-11-2021, which is registered at the Office of Sub-Registrar, Nagpur-4 in Book No. 4 at Sr. No. 8957 on even date; 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'***;

WHEREAS, the Developer/ Promoter/ Confirming Party has appointed following professionals :

Architect	:	_____ Address _____
Structural Engineer	:	_____ Address _____
Plumbing Engineer	:	_____ Address _____
Electrical Engineer	:	_____ Address _____
Landscape Architect	:	_____ Address _____

WHEREAS, the Vendors and the Developer/ Promoter/ Confirming Party has sole and exclusive right to sell the Apartments in the said building/s to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Developer/ Promoter/ Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016

(hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer/ Promoter/ Confirming Party and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendors to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendors; AND

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

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by **by the Town Planning Department Nagpur Municipal Corporation vide its Permit No. 794/ BP/Ambazari/TP/NMC/849 Dated 24-02-2022** have been ***annexed hereto and marked as Annexure C***; AND

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D***; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

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

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

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

i) **Carpet area :** As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

ii) **Balcony :** For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.

iii) **Open Terrace:** For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.

iv) **Common Areas :** As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

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 Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as “SRI BALAJI APARTMENTS” consists of 1 (One) independent and separate Multistoreyed Building. consists of the Ground Floor and Seven Upper Floors. There are 2 (TWO) Apartments each on the FIRST TO SEVENTH FLOOR. Thus there are in all 14 (FOURTEEN) independent and self contained separate Apartments in the said Building 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 Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Developer/ Promoter/ Confirming Party and the Developer/ Promoter/ Confirming Party hereby agrees to sell to the Purchaser **Apartment No. ___ having carpet area admeasuring ____ Sq. Meters on _____ Floor,** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. _____/- (Rupees _____ Only).** After due discussions, diligence and negotiations between the Vendors and the

Purchaser, the Purchaser hereby agrees to purchase from the Vendors and the Promoter agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs.** _____ **/- (Rupees** _____**)** to be paid by the Purchaser to the Developer/ Promoter/ Confirming Party towards the said Apartment hereinafter referred to as the **"Consideration amount".** The Developer/ Promoter/ Confirming Party specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule – "C".** The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ 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:-

SCHEDULE – "E"

i) Rs. _____/- (_____) Only ***(not exceeding 10% of the total consideration)*** paid by the Purchaser to the Vendors at the time of Booking.

ii) Rs. _____/- (_____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on execution of this Agreement.

iii) Rs. _____/- (_____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of the Plinth of the building / wing in which the said Apartment is located.

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

v) Rs. _____/- (_____) Only ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendors on completion of

the walls, internal plaster, floorings doors and windows of the said Apartment.

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

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

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

ix) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendors against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. **(RUPEES _____ ONLY)**

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter/ Confirming Party by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST)

shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer/ Promoter/ Confirming Party and to credit the same in the appropriate account of Income Tax Department.

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

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

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

1.h THAT, the Developer/ Promoter/ Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are

likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is any reduction in the carpet area beyond the defined limit, then the Vendors shall refund the excess money paid by the Purchaser within 45 (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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendors shall demand additional amount from the 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.i The Purchaser do hereby authorizes the Vendors 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 Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors to adjust her/his payments in any manner.

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

2.2 THAT, Time is essence for the Vendors as well as the Purchaser. The Developer/ Promoter/ Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. 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 Building as proposed to be utilized by it on the project land in the said Project and 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, till the completion of this building.

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 Purchaser, the Developer/ Promoter/ Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer/ Promoter/ Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Developer/ Promoter/ Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer/ Promoter/ Confirming Party.

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

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

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

6. The Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser on or before _____ day of _____ _____ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer/ Promoter/ Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer/ Promoter/ Confirming Party. If the Developer/ Promoter/ Confirming Party fails or neglects to give possession of the Apartment to the 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 Purchaser the amounts already received by it 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 Developer/ Promoter/ Confirming Party 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 and GST, 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 compliances therefore including Occupancy Certificate/Completion Certificate.

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

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendors else Purchaser shall be treated as a trespasser.

7.4 THAT the Developer/ Promoter/ Confirming Party 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, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Developer/ Promoter/ Confirming Party 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 hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser 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 the Purchaser to the Developer/ Promoter/ Confirming Party.

7.5 THAT on obtaining the 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 Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

THAT the Developer/ Promoter/ Confirming Party reserves it's 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 Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Developer/ Promoter/ Confirming Party in so utilising and dealing with such additional F.S.I./T.D.R. 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 understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Developer/ Promoter/ Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Developer/ Promoter/ Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The

Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Developer/ Promoter/ Confirming Party as per clause (8.1) the 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 Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Developer/ Promoter/ Confirming Party. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

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

9.1 That the Vendors/Developer/ Promoter/ Confirming Party have/has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-___ in Book No. 1 at Sr. No. _____ on _____. 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 her/his/their successors in title.

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

9.3 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 Multistoried 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.

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

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer/ Promoter/ Confirming Party provisional maintenance amount of **Rs.** _____**/-** in addition to the consideration amount, towards maintenance of the project; a Sum of **Rs.** _____**/-** towards installation of Electric Meter.

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

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

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

i. The Vendors have 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 have 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 material 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 Vendor's 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 have/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 terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendors/ Developer/ Promoter/ Confirming Party or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors as follows :-

i. To maintain the Apartment at the 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. The Purchaser hereby specifically agrees with the Vendors/ Developer/ Promoter/ Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors/ Developer/ Promoter/ 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.

iii. 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iv. To carry out at her/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 Vendors/ Developer/ Promoter/ Confirming Party to the 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated

and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Association of the Apartment Owners.

vi. 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.

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

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendors/ Developer/ Promoter/ Confirming Party within fifteen days of demand by the Vendors/ Developer/ Promoter/ Confirming Party, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

x. The 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 Purchaser to the Vendors/ Developer/ Promoter/ Confirming Party under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor/ Developer/ Promoter/ Confirming Party.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendors/ Developer/ Promoter/ Confirming Party shall bear and pay @ Rs. _____/- Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

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

13. 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.

14. 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 mis-statement, error omission will always be subject to correction by the parties hereto.

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if

any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

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

20. 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. Developer/ Promoter/ Confirming Party specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendors by Demand Draft or by local cheques drawn in the name of **M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED** or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name **M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED**

ii. Bank Name -:State Bank Of India

iii. Branch -:Ambazari

iv. Account Number:40825897152

v. IFSC code.-: SBIN0008238

vi. Account type – Current

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

_____ Name of Purchaser

_____ (Purchaser's Address)

Notified Email ID : _____

M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED
Address Bajaj Nagar, Nagpur
Notified Email ID : _____

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

27. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Vendors/ Developer/ Promoter/ Confirming Party to the 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 Purchasers.

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

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

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

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

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No.85 (EIGHTY FIVE), in Civil Station Expansion Scheme, containing by admeasurement 836.127 Sq. Mtrs. (i.e. 9000 Sq. Ft.), being a portion of the entire land bearing Kh. Nos. 75 and 78 of Mouza – AMBAZARI, , bearing Corporation House No. 117, City Survey No. 505 and Sheet No. 32 of Mouza – Ambazari, situated at Dharampeth Extension Layout Precinct, Shivajinagar, Nagpur, within the limits of the

Nagpur Municipal Corporation Ward No. 73, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST	**-**	**By PLOT NO 86**
ON THE WEST	**-**	**BY PLOT NO. 84**
ON THE NORTH	**-**	**BY 9 M ROAD**
ON THE SOUTH	**-**	**BY PLOT NO. 16**

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : SRI BALAJI APARTMENTS

Apartment No.	Floor	Carpet Area Sq. Mtrs	Enclosed Balcony Sq. Mtrs	Open Balcony Sq. Mtrs	Attached Terrace Sq. Mtrs	Undivided Share in Land (%)

The said Apartment is bounded as under :

ON THE EAST	**:**	**BY** _____
ON THE WEST	**:**	**BY** _____
ON THE NORTH	**:**	**BY** _____
ON THE SOUTH	**:**	**BY** _____

SCHEDULE – "C" ABOVE REFERRED TO

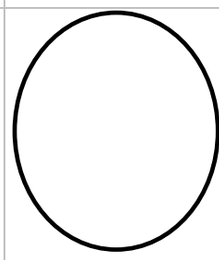
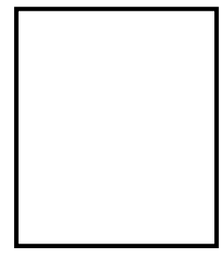
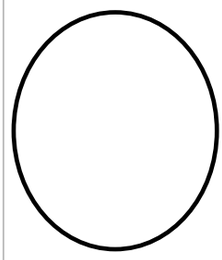
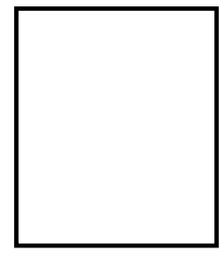
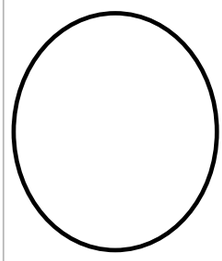
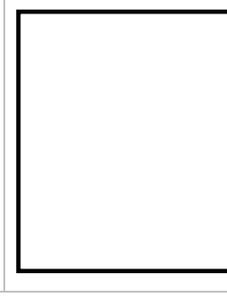
[Description of common areas and facilities]

SCHEDULE – "D" ABOVE REFERRED TO

FLOOR PLAN

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(DILIP RAGHUNATH BHARADE)** **Authorised Director of** **M/S. Raghukul Constructions Private Limited** **As duly Constituted Attorney for the Vendors** **VENDORS**
02			**FOR M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED** **(DILIP RAGHUNATH BHARADE)** **Authorised Director** **DEVELOPER/PROMOTER/CONFIRMING PARTY**
03			**(_____)** **PURCHASER**
WITNESSES : **(1) _____**			**(2) _____**