Stamp Duty @ 5% Rs. _____ /-
Regn. Fees @ 1% Rs._____/-
Mr. /Mrs. _____, PAN - _____.
Mauza – Pipla.

# AGREEMENT TO SELL

**VALUED AT RS. _____/-**

**(RUPEES _____ONLY)**

**MARKET VALUE RS. _____/- ONLY**

This AGREEMENT TO SELL is made at Nagpur on this ___ Day of _____ 2022 BETWEEN

**M/S. RYKA INFRACON**, **a partnership firm concern**, having Income Tax **PAN- ABCFR7647H**, having its Registered Office at R/o. Plot No. 23, Behind Satpuda Bar Kharbi Square, Saibaba Nagar, Near Sidheshwar Apartment Nagpur-440034, **through its partner 1) Shri. Nitin Pandurang Kalaskar, aged about 43 years, R/o. Plot No 734, Ashirwad Nagar, Hudkeshwar Road, Nagpur-440024, 2) Shri. Gaurav Prakashrao Choudhari, aged about 31 years, R/o. Plot No. 146, Saibab Nagar, Hudkeshwar, Kharbi Chouk, Near Siddheshwar Apartment, Nagpur-440034, 3) Shri. Hemant Manohar Manikapure, aged about 31 years, R/o. Plot No. 146, Saibab Nagar, Hudkeshwar, Kharbi Chouk, Near Siddheshwar Apartment, Nagpur-440034 And 4) Shri. Roshan Onkar Rahate, aged about 41 years, R/o. House No. 116, Saikrupa Petkar Lene, Badkas Chowk Mahal, Nagpur-440032** hereinafter known and referred to as The **"VENDORS"** which expression unless repugnant to the context or meaning thereof, shall always mean and include its successors-in-interest and assigns of the **"FIRST PART"**.

**AND**

1. **MR./MRS. _____,** Aged about _____ years, Occupation- _____, Income Tax PAN - _____, & AADHAAR No. _____, **AND**

2. **MR./MRS. _____,** Aged about _____ years, Occupation- _____, Income Tax PAN - _____, & AADHAAR No. _____, Both Residents of _____ , jointly hereinafter, referred to as the **"ALLOTTEE (S)/PURCHASER(S)",** which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the **SECOND PART**.

WHEREAS That All that piece and parcel of land bearing **Plot No. 32**, total admeasuring area of the plot is 309.22 Sq. Mtrs. being a part or portion of the entire land baring Khasra No. 08, of Mouza Pipla, P.S.K 38 situated at Village-Pipla in Tahsil-Nagpur(Rural) and District Nagpur

WHEREAS from the Land Revenue Records from the Year 1952-53. It is observed that all that piece and parcel of land of Kh. No. 8 admeasuring 1.80 H.R. of Mouza-Pipla, P.H. No. 38, Tah. Nagpur (Gramin), Distt. Nagpur was owned by Shri. Gangadhar Ramaji Yerne, being his ancestral but separate property.

WHEREAS, the said land owner Shri. Gangadhar Ramaji Yerne sold out the said land of Kh. No. 8 admeasuring 1.80 H.R. to the previous land owner namely 1) Shri. Dattatraya Sakharam Mahajan, 2) Shri. Milind Dattatraya Mahajan, 3) Shri. Pramod Keshavrao Chichghare, 4) Shri. Gopal Sakharam Akre, 5) Shobharam Raghunath Raipure, 6) Shri. Nitin Srikrishna Mahajan, 7) Shri. Girish Sudhakar Hedaoo, 8) Shri. Jayant Madhukarrao Pingle, 9) Shri. Sachin Srikrishan Mahajan 10) Shri. Rajendra Balkrishna Kelkar, 11) Sau. Swati Tarunkumar and 12) Shri. Bajirao Sadashiv Padalkar vide Sale Deed dated 25.01.2007 registered at Sr. No. 624 in the office of Sub-Registrar Nagpur (Gramin)-07 on even date.

AND WHEREAS, the said land owner Shri. Gangadhar Ramaji Yerne previously agreed to sale the above land to 1) Shri. Dinesh Shankarlal Mantri, 2) Shri. Manoj Shankarlal Mantri 3) Shri. Gopal Manaklal Mantri, 4) Kum. Kanupriya Kamlkumar Mor and

5) Smt. Vandana Sharad Mor, but the said sale transaction could not be materialized and the said land owner with the consent of the above intending purchasers executed the above sale deed in favour of Shri. Dattatraya Sakharam Mahajan & 11 others and therefore all the afore stated intending purchasers 1) Shri. Dinesh Shankarlal Mantri, 2) Shri. Manoj Shankarlal Mantri 3) Shri. Gopal Manaklal Mantri, 4) Kum. Kanupriya Kamlkumar Mor and 5) Smt. Vandana Sharad Mor are joined to the above sale deed dated 25.01.2007 in capacity of consenters.

AND WHEREAS, the said land owners 1) Shri. Dattatraya Sakharam Mahajan, 2) Shri. Milind Dattatraya Mahajan, 3) Shri. Pramod Keshavrao Chichghare, 4) Shri. Gopal Sakharam Akre, 5) Shobharam Raghunath Raipure, 6) Shri. Nitin Srikrishna Mahajan, 7) Shri. Girish Sudhakar Hedaoo, 8) Shri. Jayant Madhukarrao Pingle, 9) Shri. Sachin Srikrishan Mahajan 10) Shri. Rajendra Balkrishna Kelkar, 11) Sau. Swati Tarunkumar and 12) Shri. Bajirao Sadashiv Padalkar in their turn agreed to sale the said land of kh. No. 8, admeasuring 1.80 H.R. to the M/s Rachana Developers a partnership firm through its partner vide agreement to sale dated 01.05.2009. The said Agreement to Sale for want of payment of necessary stamp duty has been impounded by the collector of stamps in the EVM Case No. 1109/2010-11 on dated 21.12.2010 and on payment of necessary stamp duty payable on the above document the above agreement of sale has been released by the stamp collector, Nagpur vide its Order dated 11.01.2011.

AND WHEREAS, later on in pursuance of the aforestated agreement to sale, the said land owners 1) Shri. Dattatraya Sakharam Mahajan, 2) Shri. Milind Dattatraya Mahajan, 3) Shri. Pramod Keshavrao Chichghare, 4) Shri. Gopal Sakharam Akre, 5) Shobharam Raghunath Raipure, 6) Shri. Nitin Srikrishna Mahajan, 7) Shri. Girish Sudhakar Hedaoo, 8) Shri. Jayant Madhukarrao Pingle, 9) Shri. Sachin Srikrishan Mahajan 10) Shri. Rajendra Balkrishna Kelkar, 11) Sau. Swati Tarunkumar and 12) Shri. Bajirao Sadashiv Padalkar sold out the above land of Kh. No. 08 admeasuring 1.80 Hectare in favour Purchaser M/S

Rachana Developers, A Partnership Firm through its partner vide sale deed dated 13.01.2011 duly registered at sr. No. 348 in the office of Registrar Nagpur Gramin-07.

AND WHEREAS, the above said Eleven Owners out of the Twelve owners, namely 1) Shri. Dattatraya Sakharam Mahajan, 2) Shri. Pramod Keshavrao Chichghare, 3) Shri. Gopal Sakharam Akre, 4) Shobharam Raghunath Raipure, 5) Shri. Nitin Srikrishna Mahajan, 6) Shri. Girish Sudhakar Hedaoo, 7) Shri. Jayant Madhukarrao Pingle, 8) Shri. Sachin Srikrishan Mahajan 9) Shri. Rajendra Balkrishna Kelkar, 10) Sau. Swati Tarunkumar and 11) Shri. Bajirao Sadashiv Padalkar executed Irrevocable General Power of Attorney in favour of the above said remaining joint owner Shri. Milind Dattatraya Mahajan on dated 29.01.2007 which is duly registered in the office of sub-registrar Nagpur-2 at Sr. No. 687 on even date.

AND WHEREAS, after purchasing the afore stated land property, the name of said owner M/S. Rachana Developers, a partnership Firm, through its partner is duly mutated in all the record of right such as 7-12 extract as the owner of said land admeasuring 1.80 H.R. bearing Field Survey No. 08 of Mouza Pipla, Tah. Nagpur Gramin Distt Nagpur.

AND WHEREAS, the collector, Nagpur had issued N.A. Order in respect of the said land bearing Kh. No. 8 amongst others adjacent Khasara Numbers in favour of land owner vide Order No. Prastut/Collector/KV/387/2014 on dated 25.04.2014 passed in Revenue Case No. 335/NAP-34/2013-2014.

AND WHEREAS, as per the revised N.A. Order of collector, Nagpur dated 08.04.2015 the said land of Kh. No. 8 admeasuring 1.80 Hectare i.e. 18,000 sq. Mtrs. is converted into the Non-agricultural land for Residential purpose covering 38 number of Plots on the land of Kh. No. 8 bearing Plots No. 1 to 38 in total admeasuring Plotable area of 8700.85 Sq. Mtrs.

AND WHEREAS the said land of Kh. No. 8, Mouza Pipla, Tah Nagpur (Gramin) Distt Nagpur is covered by Nagpur Metropolitan Area declared by Govt. Vide Notification No. TPS/2409/2890/CR-356/05/UD-9, dated 31-08-2010 by which NIT new has been

appointed as Special Planning Authority for the said area. Hence the necessary formalities stipulated under the above notification was required to be complied by the said land owner/developer.

AND WHEREAS, accordingly the said layout owner M/s. Rachana Developers a partnership Firm through its partner applied to the NIT, Nagpur on dated 09.11.2012 for the approval of layout drawn on the above land and in pursuance there to NIT, Nagpur vide letter bearing No. AE(M-1)/728 dated 20.05.2014 granted its permission and approval to the layout to be drawn on the said land of field survey No. 8 covering plotable area of 8700.85 Sq. Mtrs. subject to the condition mentioned in the above letter and Revised NIT Letter bearing No. AE(Metro-1)/2066, dated 27.05.2015 further granted its permission and approval to the layout to be drawn on the said land of field Survey No. 08 subject to the compliance of the terms and conditions mentioned in the above letter.

AND WHEREAS, the Nagpur Improvement Trust has release the said Plot of Land vide Release Letter No. E.E.(south)844 on dated 30.11.2015.

AND WHEREAS, the Agreement to Sell dated 01/04/2021 duly registered at Sr. No. NGN(Rural)-6430-2021 executed by M/s. Rachana Developers a partnership firm through its partner Shri. Shishir Shankarrao Diote in favour of M/S. RYKA INFRACON a partnership firm through its partners 1) Shri. Nitin Pandurang Kalaskar 2) Shri. Gaurav Prakashrao Chaudhari 3) Shri. Hemant Manohar Manikpure and 4) Shri. Rohan Onkar Rahate.

AND WHEREAS the Sale Deed dated 03/09/2021 duly registered at Sr. No. NGN(Rural)-12230-2021 executed by M/s. Rachana Developers a partnership firm through its partner Shri. Shishir Shankarrao Diote in favour of M/S. RYKA INFRACON a partnership firm through its partners 1) Shri. Nitin Pandurang Kalaskar 2) Shri. Gaurav Prakashrao Chaudhari 3) Shri. Hemant Manohar Manikpure and 4) Shri. Rohan Onkar Rahate.

**AND WHEREAS** THE M/S. RYKA INFRACON a partnership firm through its partners 1) Shri. Nitin Pandurang Kalaskar 2)

Shri. Gaurav Prakashrao Chaudhari 3) Shri. Hemant Manohar Manikpure and 4) Shri. Rohan Onkar Rahate has also mutated there name in the 7/12 extract in respect of Plot No. 32.

**AND WHEREAS**, the M/S. RYKA INFRACON has also take First No-Objection Certificate in respect of adequate and effective installation of fire safety measures by Nagpur Municipal Corporation vide Permit No. MFS/NMC/FES/001/2022 on dated 04/04/2022.

**AND WHEREAS**, the M/S. RYKA INFRACON accordingly prepared the building plan of the building constructed over the said plot of land and which is sanctioned and approved by the NAGPUR METROPOLITAN REGION DEVELOPMENT AUTHORITY vide Building Permit No. B.E.(NMRDA)/South/ Nagpur (Rural) No. 181120211/2021112428/2565/282 on dated 22/04/2022. The Said building consisting of Ground + 5 floor of the building more popularly known as **"RYKA ORCHID".**

AND WHEREAS, the Vendor herein submitted the said proposed building to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing Deed of Declaration dated _____ registered with Sub-Registrar, Nagpur -___, at Book No. 1, at Serial No. _____ on _____ and the said entre area constitutes a part of **"RYKA ORCHID"**.

AND WHEREAS, provisions of The Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 are applicable to the aforesaid project land. The Vendor has got registered the said project with the Real Estate Regulatory Authority and obtained the Registration Certificate of the building **Apartment -** ___ known as "_____" under Section 5 of The Maharashtra Real Estate (Regulation and Development) Act, 2016 vide **Project Registration No.** _____.

AND WHEREAS, the Vendor has entered into a standard agreement with its Architects _____ (hereinafter referred to as "The Architect") who is registered with the Council of Architecture and such agreement is as per the agreement prepared by the Council of Architecture. The Vendor has appointed a Structural Engineer for the preparation of structural design and drawings of the buildings and the Vendor accepts the professional supervision of the

Architect and Structural Engineer till the completion of the building/buildings.

AND WHEREAS, the Allottee/s/Purchaser/s herein has demanded from the VENDOR and the VENDOR has given inspection to the Allottee/s/Purchaser/s, of all the documents of title relating to the said project described in the FIRST SCHEDULE hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made there under. After the Allottee/s/Purchaser/s enquiry, the VENDOR herein has requested to the Allottee/s/Purchaser/s to carry out independent search by appointing his/her/their own attorney/advocate 'and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the VENDOR. The Allottee/s/Purchaser/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the VENDOR herein.

AND WHEREAS the Allottee/s/Purchaser/s on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ Wing which are contrary to the prevalent laws/ rules/ ‘regulations under which sanctioned plans have been given shall not be binding on the Allottee/s/Purchaser/s and that the Allottee/s/Purchaser/s shall not hold the Vendor responsible for the such contrary conditions.

AND WHEREAS the Allottee/s/Purchaser/s has been shown the conditions of contracts with the vendors/contractors/ manufacturers and workmanship and quality standards of products/fittings and fixtures as agreed between The Vendor/and the vendors/contractors/ manufacturers of the products/fittings and fixtures and on independently verifying the same the Allottee/s/Purchaser/s has now agreed to the same as conditions mentioned in these contracts and that the Allottee/s/Purchaser/s agrees to abide by the same failure of which shall absolve the VENDOR to that extent.

AND WHEREAS, The Allottee(s) / Purchaser(s) has fully understood about the unit and the charges and the Allotee/s/purchaser/s has agreed to the terms and conditions as set out in booking form, and after

being convinced has applied to the Vendor has applied for the allotment of ____ BHK, Flat No. _____ on _____ floor vide application no._____ dated _____ having Carpet Area admeasuring about _____ Sq. Mtrs. (OR _____ Sq. Fts.) in the building known as _____ being developed in the said project.

AND WHEREAS relying upon the aforesaid application, the Vendor has agreed to allot and sell to the Allottee/s/Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions appearing herein under. The Allottee/s/Purchaser/s has agreed to pay the cost of construction along with the price for undivided share in land relatable to the built up area of the said Residential Apartment to the Vendor Company.

“carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment”.

AND WHEREAS, the Allottee/s/Purchaser/s prior to execution of these presents has paid to the Vendor a sum of Rs._____ (Rupees _____ ) only, being part payment of the sale price of the Apartment agreed to be sold by the Vendor to the Allottee/s/Purchaser/s as advance payment or Application Fee and the Allottee/s/Purchaser/s has agreed to pay the remaining consideration price of the Apartment as prescribed in the payment plan appearing hereinafter as may be demanded by the Vendor within the time and the manner specified therein.

AND WHEREAS, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS, the Vendor in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute written Agreement for sale of the said Apartment in favour of the Allottee/s/Purchaser/s, being in fact these presents and also to register

said Agreement for sale as per the provisions of the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the Allottee/s/Purchaser/s any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/s/Purchaser/s.

The Allottee/s/Purchaser/s acknowledges that the Vendor has readily provided all information/clarifications as required by him/her and that he/she has not relied upon and is not influenced by any representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the selling agents, brokers or otherwise. The Allottee/s/Purchaser/s agrees that the Allottee/s/ Purchaser/s has relied solely on his/her own judgment in deciding to enter into this Agreement and no oral or written representation or statements shall be considered to be part of this agreement and that this Agreement is self-contained and complete in itself in all respects.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; And that the Allottee/s/Purchaser/s has not given to any third party any rights to enforce this said agreement unless the said unit is legally transferred to them.

In pursuance to the application of the Allottee/s/Purchaser/s and the allotment letter issued by the Vendor, the Vendor agrees to sell and the Allottee/s / Purchaser/s agrees to purchase/acquire from the Vendor the Said Residential Unit, more particularly detailed in the Schedule herein under, having a Carpet Area _____ Sq. Mtrs. (OR _____ Sq. Fts.).

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

**1. CONSTRUCTION OF THE PROJECT/APARTMENT:-**

The Vendor shall construct the said residential building/s consisting G + 6 upper floors on the project land in accordance with the plans, designs and

specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Allottee/s/Purchaser/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s/Purchaser/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Vendor for removal of any practical defects in the layout design/sanction plan if any and the Vendor shall be authorized to apply for revision of the layout/sanction plan in order to facilitate the use of available land in the layout for the betterment and to augment its use by the Allottee/s/Purchaser/s or such alterations or additions or modifications in the sanctioned plans are to be done in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. The Vendor shall also make such minor additions and alterations 'as may be required by following due procedure laid down under the applicable laws, rules, regulations, guidelines, orders or directions by the competent authority.

The Vendor hereby reserves its right to amend and/or submit the revised layout/building plan if required in future and to make suitable changes/amendments in the layout/building plan to the competent authority for which the Allottee/Purchaser/s hereby gives his/her/its/their express consent to the Vendor Company for carrying out aforesaid changes/amendments to the layout/building plan. The Allottee/Purchaser/s covenant that no further/extra consent, written or oral, or any permission, sign or assent shall be required from the Allottee/Purchaser/s in this regard. The Vendor shall take due care and necessary precautions while preparation of the revised layout/building plan which shall not prejudicially affect the right and interest of the Allottee/Purchaser/s.

**2. CONSIDERATION FOR FLAT (PRICE AGREED) :-**

2.1. The Allottee/s/Purchaser/s hereby agrees to purchase from the Vendor and the Vendor hereby agrees sell to the Allottee/s/Purchaser/s _____ BHK, Apartment/Flat No. _____ on ____ Floor having carpet area admeasuring _____ Sq. Mtrs. (OR_____ Sq. Fts.) in the building known as **“RYKA ORCHID”** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the total consideration of Rs.

_____/- Only (Rupees _____) Only including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the SECOND SCHEDULE annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

The Allottee/s/Purchaser/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement, The Allottee/s/Purchaser/s has paid on or before execution of this agreement a sum of Rs._____/- Only (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to the Vendor the balance amount of Rs _____ (Rupees _____ ) in the following manner:

| Amount Paid | Cheque/UTR No. | Dated | Bank |
|---|---|---|---|
| Rs. _____/- (Rupees _____Only) | | | |

| Amount Payable by the Allottee/s/Purchaser/s to the Vendor |
|---|
| Rs. _____/- (Rupees_____Only) To be paid by the Allottee/Purchaser to the Vendor at the time of execution of Sale Deed and before handing over possession. |

| Total Consideration Amount Rs._____/- (Rupees _____ Only) |
|---|

The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Vendor up to the date of handing over the possession of the Apartment. Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the PROMOTER for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of Allottee.

The Total Price is escalation-free, save and except increases which the Allottee/s/Purchaser/s hereby agrees to pay, 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 Body/Government Agency from time to time. The Vendor undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the aforesaid authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s/Purchaser/s, which shall only be applicable on subsequent payments. The Vendor may charge the Allottee/s/Purchaser/s separately for any up-gradation/ changes specifically requested or approved by the Allottee/s/Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the request or approval of Allottee/s/Purchaser/s.

The Vendor herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s shall make payment of such due amount to the Vendor within ten days from date of receiving such intimation. The Allottee/s/Purchaser/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

**3. ADJUSTMENT OF PAYMENTS:-**

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

**4. INTEREST ON UNPAID CONSIDERATION ON DEMAND:-**

Without prejudice to the right of the Vendor to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s /Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee/s/Purchaser/s to the Vendor till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Vendor under this Agreement, nor shall it be

construed as condonation of delay by the Vendor. The amount of interest may be informed to the Allottee/s/Purchaser/s from time to time or on completion of the said project/apartment, and the Allottee/s/Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

**5. CONDITIONS TO BE OBSERVED BY VENDOR IMPOSED BY LOCAL/PLANNING AUTHORITY:-**

The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment Department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion/Occupancy Certificate or anytime thereafter. The Vendor shall before handing over possession of the said apartment to the Allottee/s/Purchaser/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said apartment until the Completion/Occupancy Certificate is received from the concerned authority and the Allottee/s/Purchaser/s has/have paid in full the total consideration and all other dues payable under this agreement in respect of the said apartment to the Vendor and has paid the necessary maintenance amount/deposit, Service Tax, GST, VAT and other taxes payable under this agreement of the said apartment to the Vendor. Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Allottee/s/Purchaser/s for let outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee/s/Purchaser/s that any damage or change done within the unit sold by any third person on and behalf of the Allottee/s/Purchaser/s then the Allottee/s/Purchaser/s expressly absolves the Vendor from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Vendor.

**6. PROMOTERS DISCLOSURE AS TO FLOOR SPACE INDEX:-**

The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plan sanctioned by the concerned competent authority. The Vendor has planned to utilize Floor

Space Index and has kept its rights reserved to get TDR and paid up FSI and develop further phases envisaged in the scheme of project. Also the Allottee/s/Purchaser/s cannot take any objection or claim any rights if the Vendor used the same Road for development of another phase adjoining to the project land. Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and Allottee/s/Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall always belong to the Vendor only.

**7. ASSURANCE AND CONFIRMATION OF MARKETABLE TITLE BY PROMOTER :-**

The Vendor has made full and true disclosure of the title of the said land. The Vendor has investigated the title through the Advocate and have made himself assured that the report of the advocate is true correct and is based on his legal knowledge which discloses clear and clean title of the property and also discloses the Vendor's absolute and marketable title and encumbrance free property under development. The Allottee/s/Purchaser/s having acquainted himself /herself/ themselves with all facts and right of the Vendor and after satisfaction of the same has entered into this Agreement. The Title Certificate in this respect is Annexure of the present Agreement.

**8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

8.1 The Allottee/s/Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, l999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser

understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for action under the provisions of the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

8.2 The Vendor accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

**9. POSSESSION OF THE APARTMENT:-**

**SCHEDULE FOR POSSESSION OF THE SAID APARTMENT:-**

The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of full consideration/total price and along with charges for installation of Electric and Water meter, Legal Expenses, Stamp Duty and Registration Fees and any other dues of the Vendor including, GST, VAT or other cess and applicable taxes thereon are paid by the Allottee/s/Purchaser/s in respect of the said apartment, in terms of these presents, The Vendor based on the approved plans and specifications, assures to hand over possession of the said Apartment on or before _____. Provided that the Vendor shall be entitled to reasonable extension of time as agreed by and between the Allottee/s/Purchaser/s and the Vendor for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further, if the completion of building in which the Apartment is to be situated is delayed on account of- (i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure"). (ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act,

2016 for reason where actual work of said project/building could not be carried by the Vendor as per sanctioned plan due to specific stay or injunction orders to the said project from any Court of law, or due to any notice, order, rules and regulation, notification of any Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority or due to delay in obtaining statutory permissions and compliances thereof including Occupancy Certificate/Completion Certificate from the concerned competent authority.

**10. PROCEDURE FOR TAKING POSSESSION:-**

The Vendor, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s/Purchaser/s intimating that, the said apartment is ready for use and occupation. The Allottee/s/Purchaser/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, make full payment of the consideration/total price and dues to the Vendor as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Vendor to the Allottee/s/Purchaser/s herein. The Allottee/s/Purchaser/s agree(s) to bear and pay the maintenance charges/ proportionate share of outgoings, from the date of taking possession of the apartment, as may be determined by the Vendor, in proportion to the carpet area of the Apartment of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the Association of Allottees/Co-operative Society/Limited Company is formed and the structure of the building/s or wings is transferred/handed over/conveyed to such Association of Allottees/Co-operative Society/Limited Company as and when formed.

The Allottee/s/Purchaser/s further agrees that till the Allottee/s/Purchasers/s's share is so determined the Allottee/s/Purchaser/s shall pay to the Vendor Monthly Contribution towards the aforesaid outgoings or any other expenses incurred for the common use by the Allottee/s/Purchaser/s and other apartment owners. The Amount so paid by the Allottee/s/Purchaser/s to the Vendor shall be

interest free and shall remain with the Vendor until the structure of the building or wing is transferred/handed over/conveyed to the Association of Allottees/Co-operative Society/Limited Company as the case may be. On such Transfer/Handover/Conveyance being executed for the structure of the building or wing in favour of Association of Allottees/Co-operative Society/Limited Company, the amount collected by the Vendor towards Monthly Contribution against outgoings as aforesaid less deductions/expenditure incurred by the Vendor and the remaining balance amount shall be refunded by the Vendor to the Association of Allottees/Co-operative Society/Limited Company as the case may be.

**10.1** It shall be expressly agreed by and between the parties that wherever it is the responsibility of the Allottee/s/Purchaser/s to apply and get necessary services the same shall not be undertaken by the Vendor and the Allottee/s/Purchaser/s shall be solely responsible for the same.

**10.2** The Allottee/s/Purchaser/s shall on or before delivery of possession of the said apartment shall pay to the Vendor:-

(i) actual amount paid to the Government Authorities for obtaining electric meter and proportionate share in cost incurred for the installation of Electric Transformer.

(ii) such fees and charges incurred for meeting all legal cost, charges and expenses including professional fees of the Attorney-at Law, Advocate or for any other professional assistance extended by any such Attorney-at Law, Advocate or any other professional of the Vendor for preparing and engrossing Agreement to Sell/Sale Deed/Conveyance etc.

(iii) Stamp Duty and Registration Charges as applicable for the registration of Agreement to Sell/Sale Deed/Conveyance along with increase in the stamp duty caused by any order, notification, rules, regulations and directions by the government or any agency or authority of the government.

## 11. FAILURE OF ALLOTTEE/PURCHASER TO TAKE POSSESSION OF APARTMENT:-

Upon receiving a written intimation from the Vendor as per clause 10, the Allottee/s/Purchaser/s shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment to the Allottee/s/Purchaser/s. In case the Allottee/s/Purchaser/s fails or commits delay in taking possession of said Apartment Within the time provided in clause 10, such

Allottee/s/Purchaser/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Vendor shall not be liable for the maintenance, wear and tear of the said apartment.

**11.1 POSSESSION BY THE ALLOTTEE/PURCHASER:-**

After obtaining the Occupancy Certificate and handing over physical possession of the said Apartment to the Allottee/s/Purchaser/s, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the Association of the Allottee/s or the competent entity, as the case may be, as per the local laws. Even upon delivery of possession of the said Flat to the Allottee/s/Purchaser/s herein the Vendor shall be entitle without any permission, approval or demur from the Allottee/s/Purchaser/s or Association of Allottees/Cooperative Society/Limited Company to undertake and carry out the balance construction activities upon the said Property i.e project land or upon the amalgamated lay-out of the said property and the adjacent property that may be acquired by the Vendor in future and is made part of said project and for that purpose to provide accesses, space etc. through the said property for the adjacent unit occupants.

**12. COMPENSATION TO BE PAID BY VENDOR ON FAILURE ON ITS PART**:-

That the Allottee/s/Purchaser/s has given his/her specific confirmation herein that the responsibility of title of the said land be on the Vendor up and until the transfer/handover/conveyance of the said building/phase/Wing and the said land there under except for occurrence of the events stating herein above, if the Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms and conditions of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a promoter/developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor shall be liable, on demand to the Allottee/s/Purchaser/s, in case the Allottee/Purchaser wishes to Withdraw from the Project, without prejudice to any other remedy, available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum in the manner as provided under the Act. Provided that where if the Allottee/s/Purchaser/s does not intend to withdraw from the said Project, the Vendor shall pay the Allottee/Purchaser interest as per State Bank of

India highest Marginal Cost of Lending Rate plus 2 % on all the amounts paid by the Allottee/s/Purchaser/s, for every month of delay, till the handing over of the possession of the Apartment.

**13. TIME IS ESSENCE:-**

Time is essence for the Vendor as well as the Allottee/s/Purchaser/s. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s/Purchaser/s and the common areas to the Association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

**14. TERMINATION OF AGREEMENT:-**

Without prejudice to the rights of the Vendor to charge interest in terms of Clause 4 above, on the Allottee/s/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/s/Purchaser/s to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s/Purchaser/s committing 3 (Three) consecutive defaults of payment reminders, the Vendor shall at his own option, may terminate this Agreement.

Provided that, the Vendor shall give notice of 15 (Fifteen) days in writing to the Allottee/s/Purchaser/s, by Registered Post AD at the address provided by the Allottee/s/Purchaser/s and mail at the e-mail address provided by the Allottee/s/Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s/Purchaser/s fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, the Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Allottee/s/Purchaser/s subject to deduction of an amount at 10% of the total sale consideration of the Apartment to be treated as Earnest Money to ensure fulfillment of terms and conditions as contained in this agreement and/ or any other expenses incurred by the Vendor for such apartment as requested by the Allottee/s/Purchaser/s or any other amount which may be payable to Vendor within a period of 30 days of the termination and the Vendor herein shall be entitled to deal with

the said apartment in any manner with any prospective buyer. Delay in issuance of any notices or reminder/s from the Vendor shall not be considered as waiver of right by Vendor to terminate this agreement.

**14.1** However if for whatsoever reason if the Allottee/s/Purchaser/s herein, without any default or breach on his/her/its/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s/Purchaser/s herein shall issue a prior written notice to the Vendor as to the intention of the Allottee/s/Purchaser/s and on such receipt of notice the Vendor herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Vendor shall issue a 15 day's notice in writing calling upon him/her/it/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s/Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

**14.2** It is specifically agreed by and between the parties hereto that, if the transaction in respect of the said apartment between the Vendor and Allottee/s/Purchaser/s herein terminated as stated herein Clause 14 above written then all the instruments under whatsoever head executed between the parties hereto or between the Vendor and Allottee/s/Purchaser/s herein, in respect of the said apartment, shall stands automatically cancelled and terminated and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

**15. DEFECT LIABILITY:-**

If within a period of 3 (three) years from the date of handing over of the Apartment, the Allottee/s/Purchaser/s brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects.

Provided however, that the Allottee/s/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said apartment and in specific the structure of the said apartment of the said building which shall include but not limit to columns, beams etc. or in the fittings therein. It is further agreed that the Allottee/s/Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage

of the water. If any of such works are carried out without the written consent of the Vendor, the defect liability shall automatically become void and the Vendor shall not be liable to make good of the defect.

**15.1** That the word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Vendor, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Allottee/s/Purchaser/s/Occupants, vagaries of nature and hairline cracks to the walls on account of extreme tropical climate, contraction and expansion due to variation in temperature etc.

**15.2** That it shall be the responsibility of the allottee to maintain his/her/its unit in a proper manner and take all due care needed including but not limited to the joints in the tiles of the apartment are regularly filled with white cement/epoxy to prevent water seepage.

**15.3** That the Allottee/s/Purchase/s has been made aware and that he/she expressly agrees that the regular wear and tear of the apartment/ building including minor hairline cracks on the external and internal walls excluding the RCC structure happening due to variation in temperature shall not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

**15.4** The Vendor shall be entitled to reasonable extension of time for giving delivery of said flat on the aforesaid date, if the completion of building in which the said flat is to be situated is delayed on account of:

a) war, civil commotion or act of God;
b) any notice, order, rule, notification of the Government and/or other public or Competent Authority/court.
c) Non-availability of steel, cement, other building materials, water, electric supply or labour.
d) Delay in grant of NOC/permission/license connection/installation and any services such as lifts, electricity and water connection and meters to the project/flat, road NOC or completion/occupancy certificate from appropriate authority.
e) Delay or default in payment of taxes, dues, expenses, charges, consideration by the Allottee(s) under these presents.
d)Pendency of any litigation or order of the Court.
e) Any act beyond control of the Promoter.

**16. FORMATION OF THE ORGANIZATION OF PURCHASERS IN THE BUILDING AND FINAL CONVEYANCE :-**

It is agreed by and between parties hereto that after completion of the development of building/cluster/phase and for the maintenance of such

developed area and the building/cluster/phase, the Allottee/s/Purchaser/s shall form an Association of Allottees / Cooperative Society / Limited Company, as the case may be, for managing the day to day affairs of such developed area.

**16.1.** The Allottee/s/Purchaser/s along with the other Allottee/Purchaser (s) of Apartment in the building/cluster/phase shall join and cooperate in forming and registering the Association of Allottees/Cooperative Society/ Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association /Cooperative Society/Limited Company and for becoming a member, including the bye-laws of the proposed Association of Allottees/Cooperative Society/ Limited Company and duly fill in, sign and return to the Vendor within 7 (Seven) days of the same being forwarded by the Vendor to the Allottee/s/Purchaser/s, so as to enable the Vendor to register the common organisation of Allottees. No objection shall be taken by the Allottee/s/Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Such association will be formed by the Vendor when total 51% of apartments/ units are sold and occupied in the premises by the Allottees/Purchasers.

**16.2.** The Vendor shall, within 10 months of registration of the Association/Society / Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Vendor in the said structure of the building or wing in which the said Apartment is situated.

**16.3.** The Vendor shall, within 10 months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lesser/Original Owner/PROMOTER and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**16.4** The Vendor, on receipt of complete amount of Consideration Price of the said Apartment under the Agreement from the Allottee/s/Purchaser/s, shall execute a conveyance deed and convey the title of the said unit not later than 6 months and with proportionate indivisible share in the Common Areas on obtaining completion certificate / occupancy certificate

from the competent authority on or before _____ to the association/society/federation/limited company as may be formed all the right, title and interest of the Vendor in the aliquot part of the said land i.e. said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 6 (Six) months from the issuance of the occupancy certificate. However, in case the Allottee/s/Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s/Purchaser/s authorises the Vendor to withhold registration of the Conveyance Deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Allottee/s/Purchaser/s.

**17. RESTRICTION ON THE PROPOSED ORGANIZATION OF THE HOLDERS:-**

It is also expressly agreed by and between the parties hereto that whenever the Vendor and /or the persons claiming through it, construct building /s on the said site on any portions of the lands, or any other adjacent survey number, the Association/Society shall accept the Purchasers of such Residential premises which will be either extension of the said building/s or as an independent unit, as its member/s.

**18. SPECIAL COVENANTS:-**

After the possession of the flat/ premises/ building is handed over or after getting the Completion Certificate/Occupancy Certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipal Corporation or any statutory authority or government agency, the same shall be carried out by the Allottee/s/Purchaser/s in cooperation with the Allottee/s/Purchaser/s of the other flats in the said building at their own costs and the Vendor shall not be in any manner liable or responsible for the same. The Allottee/s/Purchaser/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Allottee/s/Purchaser/s herein under any law and rules in force in any time, the same shall be produced by the Allottee/s/Purchaser/s herein within the stipulated time. Provided that the Vendor does not in any way affect or prejudice the right hereby granted in favour of the Allottee/s/Purchaser/s in respect of the said flat, the Vendor shall be at liberty to sell, assign or otherwise deal with or dispose off its right, title and interest in the said building / entire scheme or under this agreement.

**19. PAYMENT OF TAXES, CESSES, AND OUTGOINGS ETC:-**

The Allottee/s/Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Vendor to the Allottee/s/Purchaser/s of the apartments under the Value Added Tax Act, 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s/Purchaser/s herein shall bear and pay the aforesaid tax amount upon the execution of this present or as becomes applicable from time to time for this transaction, to the Vendor herein to enable the Vendor to deposit/pay the same to the Government of Maharashtra. Even further the Allottee/s/Purchaser/s has assured to pay all the taxes to the government through the Vendor applicable today and in future which may be made applicable in future by the government for utilization and occupying the said unit.

**19.1** The Allottee/s/Purchaser/s herein is well aware that, the Central Government of India has imposed GST on construction cost and the responsibility to pay the aforesaid tax from time to time to the Central Government/State Government has been imposed on the Vendor and hence it is agreed y and between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration. The Government has imposed GST on the said unit and the Allottee/s/Purchaser/s assures the Vendor to pay such all taxes through the Vendor which may be made applicable in future by the government state or central for utilization and occupying the said unit.

**19.2** If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT),GST etc. is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s hereby, always indemnifies the Vendor from all such levies, cost and consequences. Provided that the Vendor shall provide to the Allottee/s/Purchaser/s, on demand, the details of the taxes paid or demanded along with the

acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

**19.3** Within 15 days after notice in writing is given by the Vendor to the Allottee/s/Purchaser/s that the Apartment is ready for use and occupancy, the Allottee/s/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the Association/Society/Limited Company, as the case may be, is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s/Purchaser/s shall pay to the Vendor such proportionate share of outgoings as may be determined. The Allottee/s/Purchaser/s further agrees that till the Allottee/s/Purchaser/s share is so determined the Allottee/s/Purchaser/s shall pay to the Vendor provisional monthly contribution of Rs. 1000/- (Rupees One Thousand Only) per month towards the said outgoings. The amounts so paid by the Allottee/s/Purchaser/s to the Vendor shall not carry any interest and remain with the Vendor until a conveyance / handover /assignment of the structure of the building or wing is executed in favour of the Association/Society/Limited Company as aforesaid. On such handover/conveyance / assignment being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor to the Association/Society/Limited Company, as the case may be.

**19.4** Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s/Purchaser/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Vendor in such circumstances the Vendor herein shall be entitled to recover the same from the Allottee/s/Purchaser/s along with interest thereon and the Allottee/s/Purchaser/s herein shall pay the same to the Vendor within stipulated period as may be informed by the Vendor in writing. It is further specifically agree that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Vendor. The Allottee/s/Purchaser/s herein with due-diligence has agreed and accepted the aforesaid condition.

**20. CONTRIBUTION OF ALLOTTEE/S/PURCHASER/S TOWARDS MAINTAINANCE OF PROJECT:-**

a) The Allottee/s/Purchaser/s shall pay monthly contribution towards the outgoing of maintenance to the Vendor till the formation of Association of Allottees/Co-operative Society/Limited Company which will be assessed and decided by the Vendor.

b) The Allottee/s/Purchaser/s shall pay monthly contribution towards the outgoing of maintenance of the project to the Association/Society/Limited Company after it is formation by the promoter.

c) The Vendor shall not be paying monthly contribution towards maintenance of unsold units.

**21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Vendor hereby represents and warrants to the Allottee/s/Purchaser/s as follows:

a) The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights and permissions 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.

b) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

c) There are no encumbrances upon the project land or the Project.

d) There are no litigations pending before any Court of Law/Tribunal with respect to the project land or Project.

e) All drawings, building plans and layout plans are as given to the Vendor by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee/s/Purchaser/s and the Allottee/s/Purchasers/s is/are aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee/s/Purchaser/s and based on these said details of the drawings and the calculations and areas shown, the Allottee/s/Purchaser/s has agreed to take the said unit.

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

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

h) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s/Purchaser/s under this Agreement.

i) The Vendor confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement.

j) At the time of execution of the conveyance deed of the structure to the association of Allottee/s/Purchaser/s the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees.

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

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

m) The provisions of Maharashtra Apartment Ownership Act, 1970 and Maharashtra Real Estate (Regulation and Development) Act, 2016 are applicable to the Project.

**22. COVENANTS AS TO USE OF SAID APARTMENT:-**

The Allottee/s/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows for the said Apartment and also the said project in which the said Apartment is situated.

**a.** To maintain the Apartment at the Allottee/s/Purchaser/s own cost in good and tenantable repair and condition from the date of taking possession of the Apartment 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 concerned authorities, if required.

**b.** Not to store in the Residential Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s/Purchaser/s in this behalf, the Allottee/s/Purchaser/s shall be liable for the consequences of the breach.

**c.** To carry out at his own cost all internal repairs to the said Residential Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Allottee/s/Purchaser/s 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 byelaws of the concerned local authority or other public authority. In the event of the Allottee/s/Purchaser/s committing any act in contravention of the above provision, the Allottee/s/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

**d.** Not to demolish or cause to be demolished the Residential 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, Pardi or other structural members in the Apartment without the prior written permission of the Vendor and/or the Association/Society or the Limited Company as the case may be.

**e.** 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 Residential Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

**g.** Pay to the Vendor within 15 (Fifteen) days of demand by the Vendor his/her/its share of security deposit demanded by the concerned authority or Government or any agency of government giving water, electricity or any other service connection to the building in which the Apartment is situated.

**h.** 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 Residential Apartment by the Allottee/s/Purchaser/s for any purposes other than for purpose for which it is sold.

**i.** The Allottee/s/Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Residential Apartment until all the dues payable by the Allottee/s/Purchaser/s to the Vendor under this Agreement are fully paid up.

**j.** The Allottee/s/Purchaser/s shall observe and perform all the rules and regulations which the Association of Allottees/Society/ Limited Company/ Apex Body/Federation, may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local

authority and of Government and other public bodies. The Allottee/s/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association/Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Residential 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.

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

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

**m.** That the Allottee/s/Purchaser/s shall indemnify and keep indemnified the Vendor against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the Allottee/s/Purchaser/s.

**n.** That nothing contained herein the Agreement is intended to be nor shall be construed as a grant, demise, assignment in law or entitlement onto the Allottee/s/Purchaser/s any right on any of the adjoining, neighboring or the remaining buildings/common areas etc. of the remaining portion of the project land. The Allottee/s/Purchaser/s shall have no claim, save and except, in respect of the Residential Apartment hereby agreed to be sold and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. shall remain the property of the Vendor until the structure of the building is transferred to the Association of Allottees/Society/Limited Company/Apex Body/Federation.

**o.** That the Parking space allotted in respect of the said residential apartment for exclusive use shall be understood to be exclusive part of the residential apartment hereby agreed to be sold and the same shall not be allowed to detached and separated from the said residential apartment. The

rights and benefits attached to the said space cannot be sold, assigned or dealt in any manner whatsoever.

**p.** The Allottee/s/Purchaser/s has agreed not use any common passage for storage of his personal material an also agreed not to use common area surrounding the building for such storage.

**q.** The Allottee/s/Purchaser/s has undertaken that while taking the furniture and fixtures to the apartment Allottee/s/Purchaser/s will observe that the furniture and fixtures will not be taken by lift. Allottee/s/Purchaser/s will take the furniture and fixtures to the apartment without damaging walls, floors, staircase, realing etc. and Allottee/s/Purchaser/s undertakes to rectified damage caused to the above things while transporting furniture fixture to the unit.

**r.** The Allottee/s/Purchaser/s shall not drill any holes, drill or pin the nails in the wall, beam and coloumn of the apartment if such incident occurs the Vendor shall not be liable for any defect liability for said apartment.

**s.** The Allottee/s/Purchaser/s shall not make any changes in the internal Electric Fittings and fixtures which may increase load of electricity consumption. Such act shall not make Vendor liable for any defect liability.

**t.** The Allottee/Purchaser/s shall not be entitled to assign the allotment of the said Residential Apartment to any other person without written consent of the Vendor in this regard. It is clearly understood by and between parties hereto that all the provisions contained herein and the obligations arising out of this agreement and other rules and regulations applicable in respect of the Said Residential Apartment shall equally be applicable to and enforceable against any or all occupiers tenants, licensees and / or subsequent purchasers / assignees of the Said Residential Unit.

**23. NAME OF THE PROJECT/ BUILDING/S / WING/S:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Vendor herein has decided to have the name of the Project as **"RYKA ORCHID"** and to erect or affix Project/Vendor name board at suitable places as decided by the Vendor herein on a building and at the entrances of the project. The Allottees/s/Purchasers/s in the said project/building/s or the Association/Society/Limited Company shall not entitle to change the aforesaid project name and remove or alter Vendor name board in any circumstances. This condition is essential condition of this Agreement.

**24. ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedules, 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 with regard to the said apartment. This agreement may only be amended through written consent of the Parties.

**25. SEPARATE ACCOUNT FOR SUMS RECEIVED:-**

The Vendor shall maintain a separate account in respect of sums received from the Allottee/s/Purchaser/s towards total price/consideration of the said apartment and as advance or deposit sums received on account of the share capital for the formation of the Association or Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc. Provided that the Vendor shall be allowed to withdraw the sums received from the Allottee/s/Purchaser/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

**26. RIGHT OF ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES:-**

The Allottee/s/Purchaser/s hereby agrees to purchase the said Apartment on the specific understanding that the use of facilities, common areas and amenities shall be subject to timely payment of the maintenance charges, as determined and billed by the Vendor / Association of Allottees/Co-operative Society/Maintenance Agency as the case may be from time to time.

It is categorically agreed by and between parties to the agreement that the Vendor/Association of Allottees/Co-operative Society shall be entitled to recover outstanding/unpaid maintenance dues from the defaulting members by resorting to ways and means as permitted in the applicable laws. And shall be entitled to take recourse to such methods as may be necessary to recover the dues and may withdraw, terminate or discontinue such services, amenities and facilities that are covered under the head of maintenance and for which the Vendor/ Association of Allottees/Co-operative Society are authorised and entitled to receive contribution from the Allottee/Purchaser/Members against providing such services, amenities and facilities.

**27. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-** The Vendor shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the building is

complete and the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation then both i.e. the vendor and the purchaser have mutually decided the same.

If there is any increase in the carpet area allotted to Allottee/Purchaser/s, the Vendor shall demand additional amount from the Allottee/Purchaser/s at any time afterwards or as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/feet at which the said apartment was booked or agreed to be sold.

**28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /PURCHASER/S AND SUBSEQUENT ALLOTTEE/PURCHASER/S:-**

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 said apartment/project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. That the Allottee/Purchaser/s agrees that they shall not object to any easement rights that need to be given to any person in and around the said apartment/project and shall neither object to any such proceedings of land acquisition undertaken by the government or its agency including any compensation/ benefit given to the Vendor in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/Purchaser/s to the Vendor for the same; save and except his right to enjoy and use the flat/apartment purchased by him/her and any other rights given by the Vendor to the Allottee/Purchaser/s for which consideration has been dispensed.

**29. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-**

The Allottee/Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Vendor in favour of Allottee/Purchaser/s or Association/Society/Limited Company i.e organization as may be formed of which the Allottee/Purchaser/s will be the member. The Allottee/Purchaser/s shall also pay to the Vendor a sum as decided by the Vendor for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in

connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

**30. 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 this 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.

**31. PLACE OF EXECUTION:-**

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

**32. REGISTRATION OF AGREEMENT:-**

The Vendor herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/Purchaser/s shall attend such office and admit execution thereof.

**33. NOTICES:-**

That all notices to be served on the Allottee/Purchaser/s and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser/s or the Vendor by Registered Post at their respective addresses specified below:

- **Name and address of the Allottee/Purchaser/s**

  _____

  Email ID: _____

- **Name and address of the Vendor**

  **"RYKA ORCHID"**

  Plot No. 23, Behind Satpuda Bar Kharbi Square, Saibaba Nagar, Near Sidheshwar Apartment Nagpur-440034.

  Email ID: _____

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

**34. JOINT ALLOTTEES:-**

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

**35. GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. This agreement shall always be subject to the provisions of the Maharashtra Apartments Ownership Act, 1970 and The Real Estate (Regulation and Development) Act 2016.

Stamp duty for this transaction has been paid as per the provision of Bombay Stamp Act, 1958, Schedule - 1 and Article 25 (d). If any additional stamp duty or registration fee is required to be paid at the time of Sale Deed /Conveyance the same shall be paid by the Allottee/Purchaser/s alone. It is further agreed that, if any Tax i.e. Service Tax, GST, Value Added Tax, or deficient stamp duty or penalty imposed in future under any proceeding initiated by the competent authority or any other charges become payable on this agreement, the same shall be borne and paid by the Allottee/Purchaser alone. The Allottee/Purchaser/s further agrees to pay GST/Service Tax / VAT or any other Cess or charges on or along with the cost of the flat/apartment or this Agreement as made applicable for the time being by the State/Central Government.

**36. FURTHER ASSURANCES:-**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the

instruments and actions specifically provided herein, as may be reasonable required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
The Allottee/Purchaser/s hereby

**37. SETTELEMNT OF DISPUTE:-**

All disputes or differences relating to interpretation or right of a party arising out of any of the clauses of this agreement or in respect of carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Shri. Pratik Sanjay Tihade, Advocate, whose decision shall be final and binding on the parties. In the event of non- availability or refusal of the said Arbitrator to act upon in the instant matter, the Vendor/Owner/Developer shall be entitled to nominate some other person as the Arbitrator in place of the said designated arbitrator. The Purchaser/s shall not be entitled to raise any dispute about any such appointment. The reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action will be taken by the party in respect of any dispute arising out of this agreement or for the enforcement of any right, without resorting to arbitration under this clause. It is clearly agreed and understood by and between the parties hereto that the arbitration proceedings shall be held at Nagpur.

Notwithstanding anything contained hereinabove all disputes arising out of these present shall be subject to the jurisdiction of the Court at Nagpur.

**FIRST SCHEDULE REFERRED TO ABOVE**
**(DESCRIPTION OF PROPERTY TO BE DEVELOPED)**

All that piece and parcel of land bearing **Plot No. 32**, total admeasuring area of the plot is 309.22 Sq. Mtrs. being a part or portion of the entire land baring Khasra No. 08, of Mouza Pipla, P.S.K 38 situated at Village-Pipla in Tahsil-Nagpur(Rural) and District Nagpur and which is bounded as under:

| | | |
|---|---|---|
| TOWARDS EAST | : | PLOT NO. 26 AND 27, |
| TOWARDS WEST | : | PLOT NO 33 & 9 Mtrs. wide Road, |
| TOWARDS NORTH | : | Survey No. 7, |
| TOWARDS SOUTH | : | PLOT NO. 31. |

**SECOND SCHEDULE REFERRED TO ABOVE**
**(DESCRIPTION OF APARTMENT/FLAT CHOSEN BY THE ALLOTTEE/PURCHASER/S)**

ALL THAT R.C.C. superstructure of Residential Apartment bearing No. _____, having a Carpet Area _____ Sq. Mtrs. (OR _____Sq. Fts.) in the building known as _____ together with _____ proportionate undivided share and interest in the land on the ___ floor, type - ___, in the building constructed on the project land written herein above in the FIRST SCHEDULE.

The said Residential Apartment is bounded as under:-

| | | |
|---|---|---|
| TOWARDS EAST | : | BY_____, |
| TOWARDS WEST | : | BY_____, |
| TOWARDS NORTH | : | BY_____, |
| TOWARDS SOUTH | : | BY_____. |

**THIRD SCHEDULE**

**SPECIFICATIONS AND AMENITIES FOR THE CHOSEN RESIDENTIAL APARTMENT**

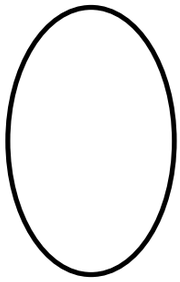
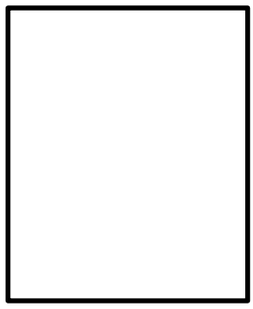
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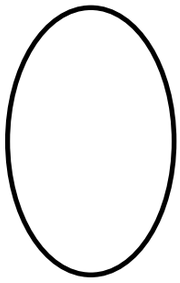
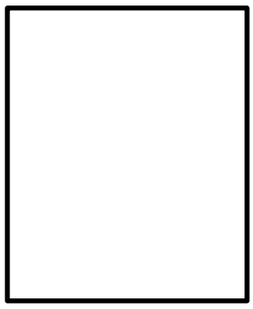
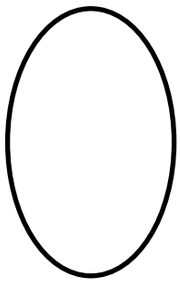
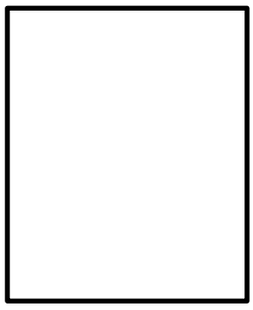
Drafted by
**Pratik S. Tihade** (Advocate)
S.L.P. ASSOCIATES
Block No. 118 (1st Floor)
Rahul Complex - II, Near Bus Stand,
Ganeshpeth, Nagpur-440018.
Mobile No. 8421100488

| | |
|---|---|

| Sr. No. | LEFT HAND THUMB IMPRESSION | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 1. | | | **FOR RYKA INFRACON**<br><br>**M/S. RYKA INFRACON through its partner Shri. Nitin Pandurang Kalaskar (VENDOR)** |
| 2. | | | **FOR RYKA INFRACON**<br><br>**M/S. RYKA INFRACON through its partner Shri. Gaurav Prakashrao Choudhari (VENDOR)** |
| 3 | | | **FOR RYKA INFRACON**<br><br>**M/S. RYKA INFRACON through its partner Shri. Hemant Manohar Manikapure (VENDOR)** |
| | | | **FOR RYKA INFRACON**<br><br>**M/S. RYKA INFRACON through its partner Shri. Roshan Onkar Rahate (VENDOR)** |

| | | | |
|---|---|---|---|
| **2.** |  |  | **(_____)**<br>**(ALLOTTEE/S/PURCHASER/S)** |

**WITNESSES:-**

| **Sr. No.** | **LEFT HAND THUMB IMPRESSION** | **PASSPORT SIZE PHOTOGRAPH** | **SIGNATURE & FULL NAME** |
|---|---|---|---|
| **1.** |  |  | (_____) |
| **2.** |  |  | (_____) |