

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

This AGREEMENT TO SELL is made at Nagpur on this Day of in the year TWO THOUSAND TWENTY TWO by and between :

01. **MR. HARSHWARDHAN S/O PANDITRAO NAGPURE** aged about 39 years, Occupation:- Business, {PAN:AHHPN5497J}{UID: 9475 0033 6189}
02. **MR. SACHIN S/O PRABHAKAR NAGPURE** aged about 39 years, Occupation:- Business, {PAN:ACMPN8560C}{UID: 4001 9858 6902}
03. **MR. PANDIT S/O JAGANNATH NAGPURE** aged about 66 years, Occupation:- Business, {PAN:ABAPN4318H}{UID: 8707 0816 3651}
04. **MRS. JYOTI W/O PRABHAKAR NAGPURE** aged about 65 years, Occupation:- Business, {PAN:ABNPN3181B}{UID: 6356 9640 0766}
05. **MR. RONAK S/O PRABHAKAR NAGPURE** aged about 36 years, Occupation:- Business, {PAN:AGVPN3174B}{UID: 5052 8044 6051}

Both 04 and 05 Acting through Power of Attorney Holder **MR. SACHIN S/O PRABHAKAR NAGPURE** aged about 39 years, Occupation:- Business, {Power of Attorney dt. 26.09.2016 Registered with Sub Registrar Nagpur-5 at Book 4 at Sr. No. 3458 dt.26.09.2016}

All Resident of Plot No. 16 "SAHARSH" Surya Nagar, Kalamna Market Ring Road, Nagpur – 440035 here-in-after known and referred to as the **“SELLERS”** which expression shall unless repugnant to the context or meaning there of always mean and include the SELLERS as well as ,their heirs, developers, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

06. **SHRI / MRS.**, {PAN :} {UID :} aged about years, Occupation : Business / Service / Housewife, Resident of , here-in-after known and referred to as the **“ALLOTTEE/PURCHASER/S”** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors,

executors, administrators and assigns of THE SECOND PART, AND;

- 07. M/S EASTORIA BUILDERS AND DEVELOPERS LLP**, a Limited Liability Partnership firm having its Office at Plot No. 16 "SAHARSH" Surya Nagar, Kalamna Market Ring Road, Nagpur – 440035, {PAN : AAHFE6530G} Acting through its Partner **SHRI HARSHWARDHAN S/O PANDIT NAGPURE/ SHRI PANDIT S/O JAGANNATH NAGPURE/ SHRI SACHIN S/O PRABHAKAR NAGPUR** here-in-after known and referred to as the "**PROMOTER**" which term shall unless repugnant to the context or meaning thereof always mean and include the PROMOTER as well as its partners, their heirs, legal representatives, Successors, executors, administrators and assigns of THE THIRD PART, AND;

WHEREAS, the SELLERS are the co-owners of ALL THAT PIECE AND PARCEL of land being amalgamated Plot No. 3, 4 AND 5 in all admeasuring about 2051.70 Sq. Mtrs. in the residential layout on Kh No.59, 62/1, 62/2, 62/3, 62/4 and 62/5 of Mouza: Bharatwada, bearing City Survey No. 204/3, 204/4 and 204/5, Sheet No. 47 & 59, Municipal House NO. 868/A/3, 868/A/4 and 868/A/5 respectively, Ward No. 21, situated at Bharatwada, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur, (hereinafter referred to as "the project land"),

AND WHEREAS, the said Kh. No. 59 in all admeasuring about 0.04 Hectares was owned by Shri Prabhakar Jagannath Nagpure being his ancestral property and on death of Shri. Prabhakar Jagannath Nagpure on 23.07.2013 the said Kh No. 59 came to be inherited by his widow Smt. Jyoti Prabhakar Nagpure, sons Shri. Sachin Prabhakar Nagpure and Shri Ronak Prabhakar Nagpure and their names were mutated in revenue records Vide Fer Far No. 513 dt 17.12.2016,

AND WHEREAS, the said Kh. No. 62/1 in all admeasuring about 0.54 Hectares was owned by Shri Pandit Jagannath Nagpure being his ancestral property,

AND WHEREAS, the said Kh. No. 62/2 in all admeasuring about 0.54 Hectares was owned by Smt. Parvatabai Jagannath Nagpure being her ancestral property,

AND WHEREAS, Smt. Parvatabai Jagannath Nagpur during her life time made her last will and testament dt.16.10.1999. Registered with Sub Registrar Nagpur -6 at Book No. A-3, Volume No. 5 at pages 193 to 197 at Sr. No. 96 dt. 18.12.1999 wherein she bequeathed the said land of Kh No. 62/2 to her sons Shri Pandit Jagannath Nagpure and Shri Prabhakar Jagannath Nagpure,

AND WHEREAS, on death of Smt. Parvatabai Jagannath Nagpur as per her last will and testament the said property of Kh No. 62/2 came to be owned by Shri Pandit Jagannath Nagpure and Shri. Prabhakar Jagannath Nagpure having predeceased her on 23.07.2013 his share in the said property came to be inherited by Smt. Jyoti Prabhakar Nagpure, Shri. Sachin Prabhakar Nagpure and Shri Ronak Prabhakar Nagpure and their names were mutated in revenue records Vide Fer Far No. 510 dt. 17.12.2016,

AND WHEREAS, the said Kh. No. 62/3 in all admeasuring about 0.54 Hectares was owned by Smt. Shakuntala Jagannath Bhure being her ancestral property,

AND WHEREAS, Smt. Shakuntala Jagannath Bhure during her life time made her last will and testament dt. 29.05.2007 Registered with Sub Registrar Nagpur 8 at Book No. 3 at Sr. No. 3223 dt. 04.06.2007 wherein she bequeathed the said land of Kh No. 62/3 to her brothers Shri Pandit Jagannath Nagpure and Shri. Prabhakar Jagannath Nagpure and on her death in the year 2013 as per her last will dt. 29.05.2007 Shri Pandit Jagannath Nagpure and Shri. Prabhakar Jagannath Nagpure became co. owner of the said land and their names were mutated in revenue records Vide Fer Far No.389 dt. 06.06.2013,

AND WHEREAS, Shri. Prabhakar Jagannath Nagpure died intestate on 23.07.2013 and on his death his share in the said Kh No. 62/3 came to be inherited by his widow Smt. Jyoti Prabhakar Nagpure, sons Shri. Sachin Prabhakar Nagpure and Shri Ronak Prabhakar Nagpure and their names were mutated in revenue records Vide Fer Far No. 513 dt 17.12.2016,

AND WHEREAS, the said Kh. No. 62/4 in all admeasuring about 0.54 Hectares was owned by Smt. Shashikala Dayaram Chakole Nee Ku. Shashikala Jagannath Nagpure being his ancestral property,

AND WHEREAS, Smt. Shashikala Dayaram Chakole Nee Ku Shashikala Jagannath Nagpure by Deed of Relinquishment dt. 22.09.2016 registered with Sub Registrar Nagpur-5 at Book No. 1 at Sr. No. 3425 dt. 22.09.2016 relinquished all her rights and interest in the said property in favour of her brother Shri Pandit Jagannath Nagpure and accordingly he became sole and exclusive owner of the said property of Kh No. 62/4 and his name is mutated in revenue records Vide Fer Far No. 521 dt 13.01.2017,

AND WHEREAS, the said Kh. No. 62/5 in all admeasuring about 0.59 Hectares was owned by Shri Prabhakar Jagannath Nagpure being his ancestral property,

AND WHEREAS, Shri. Prabhakar Jagannath Nagpure died intestate on 23.07.2013 and on his death his share in the said Kh No. 62/5 came to be inherited by his widow Smt. Jyoti Prabhakar Nagpure, sons Shri. Sachin Prabhakar Nagpure and Shri Ronak Prabhakar Nagpure and their names were mutated in revenue records Vide Fer Far No. 513 dt 17.12.2016,

AND WHEREAS, Shri Pandit Jagannath Nagpure by Gift Deed dt. 31.12.2020 gifted the land of Kh No. 64/1 and 62/4 to his son Shri Harshwardhan Pandit Nagpure and the said Gift Deed is registered with Sub Registrar Nagpur-1 at Book No. 1 at Sr. No. 1253 dt. 11.02.2021,

AND WHEREAS, the owners applied to Collector, Nagpur for change in user of the said lands of Kh No. 59, 62/1, 62/2, 62/3, 62/4 and 62/5 in all admeasuring about 2.79 Hectares from agricultural to Non Agricultural land for residential use and as per the order of Collector, Nagpur dt.15.1.2017 in Revenue case No. 105/NAP-34/2017-18 the said lands were converted from agricultural land to Non Agricultural land for Residential purpose,

AND WHEREAS, all the owners jointly decided to develop the said entire land of Kh No. 59, 62/1, 62/2, 62/3, 62/4 and 62 in all admeasuring about 2.79 Hectares and accordingly got the layout plan approved from Deputy Director, Town Planning, Nagpur Improvement Trust vide its letter bearing No. DDTP/PL/6176 dt. 27.06.2018,

AND WHEREAS, the owners entered into a standard agreement with Nagpur Improvement Trust dt. 25.06.2018 for development of the said entire lands of Kh No. 59, 62/1, 62/2, 62/3, 62/4 and 62 in all admeasuring about 2.79 Hectares and the owners having done the

development as per the said agreement, Assistant Director, Town Planning, Nagpur Municipal Corporation vide its letter bearing No. NMC/TPD/147 dt. 29.11.2021 have released plots for sale and development and accordingly the said Plot Nos. 3 admeasuring about 675.443 Sq. Mtrs, Plot No. 4 admeasuring about 680.850 Sq. Mtrs and Plot No. 5 admeasuring about 695.410 Sq. Mts came to released,.

AND WHEREAS, the owners decided to develop the said Plots Nos. 3, 4 and 5 and accordingly the said plots were amalgamated and Building plan of the proposed building is sanctioned by Chief Planner Nagpur Smart and Sustainable City Development Corporation Ltd vide its Permit No. 01/BP/PD/NSSCDL/2022 dt. 12.08.2022,

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

AND WHEREAS, the PROMOTER here-in submitted the said proposed building to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dt. 27.09.2022 registered with Sub Registrar, Nagpur – 5 at Book No. 1 at Sr. No. 5850 dt. 27.09.2022 and the project is known as "EASTORIA GRACE",

AND WHEREAS the SELLERS/Promoter are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the SELLERS/Promoter are in possession of the project land;

AND WHEREAS the SELLERS have proposed to construct on the project land ____ (_____) Buildings, having consisting of _____ Residential Apartments in the said project and to be collectively known and styled as "EASTORIA GRACE ";

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "EASTORIA GRACE " (herein after referred to as the said "Building/Complex") being constructed in the single phase of the said project, by the SELLERS/Promoter;

ANDWHEREAS the SELLERS/Promoter have 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 SELLERS/PROMOTER has registered the said Project under The Real Estate (Regulation and Development) Act, 2016 and the Real Estate Regulatory Authority MAHARERA vide Registration No. _____ to the said Project and an authenticated copy is attached herewith. A authenticated copy the same is attached herewith at Annexure - _____.

AND WHEREAS the SELLERS/Promoter have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the SELLERS/Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the SELLERS/Promoter have sole and exclusive right to sell the Residential Apartments therein in the said building/s to be constructed by the SELLERS/Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the SELLERS/Promoter have given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects _____, having his registered Office at _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the SELLERS/Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the SELLERS/Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the SELLERS/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;

AND WHEREAS the SELLERS/Promoter have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sanctions and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the SELLERS/Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

ANDWHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on the _____ Floor in the building/complex "EASTORIA GRACE " being constructed in the said Project Land;

AND WHEREAS the carpet area of the said Apartment is _____ Sq. Mtrs. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee 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 Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the SELLERS/Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the SELLERS/Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the SELLERS/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the SELLERS/Promoter the balance of the sale consideration in the manner herein after appearing.

AND WHEREAS, under section 13 of the said Act the SELLERS/Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact this presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the SELLERS/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage/covered parking (if applicable)

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

01. The SELLERS/PROMOTER shall construct the building consisting of Residential Apartments on the parcel of land described above known and styled as EASTORIA GRACE, consisting of ground and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/PURCHASER Apartment No. having carpet area admeasuring Sq. Metres, enclosed balcony is _____ Sq. Mtrs., passage _____ Sq. Mtrs. on FLOOR in the building known as ESTORIA GRACE, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for a consideration of RS.

...../- (RS. ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown Separately)

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _/ separately).

1(c) The ALLOTTEE/PURCHASER/S has paid on or before execution of this agreement a sum of RS./- (RS. ONLY) as per Manner of payment (received/ paid), as advance payment or application fee and hereby agrees to pay to that PROMOTER the balance amount of RS./- (RS. ONLY) as per the further Manner of payment in the following manner:-

MANNER OF PAYMENT (RECD / PAID)

Amount Rs.	Mode of Payment Ch./RTGS/NEFT	Dated	Bank

MANNER OF FURTHER PAYMENT

Amount Rs.	to be Payable by the Purchaser to the Promoter.
...../-	(not exceeding 30% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter within fifteen days from the date of execution of this Agreement.
...../-	(not exceeding 45% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter on completion of the Plinth of the building or wing in which the said unit is located .
...../-	not exceeding 70% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said unit is located.
...../-	(not exceeding 75% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter to be paid to the SELLERS/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said unit.
	(not exceeding 80% of the total consideration)

	agreed to be paid to the Promoter on completion of on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said unit.
...../-	(not exceeding 85% of the total consideration) agreed to be paid to the Promoter on completion of the external plumbing and external plaster, elevation & Terraces of the building in which unit located i.e. on or before2024.
...../-	(not exceeding 90% of the total consideration) agreed to be paid to the Promoter on completion of installation of lifts, water pumps, fire fighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving to areas appurtenant to building / wing compound wall, Water supply to project building and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities i.e. on or before2024.
	(not exceeding 95% of the total consideration) agreed to be paid to the Promoter on completion of 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 unit is located.
...../-	Balance Consideration at the time of handing over of the possession of the unit to the allottee on or after receipt of Occupancy Certificate or Completion Certificate on or before
...../-	RS. ONLY

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

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 PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER/S, which shall only be applicable on subsequent payments.

1(f) The SELLERS/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by

discounting such early payments @__% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the SELLERS/Promoter.

1(g)The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER/S after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of Three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE/PURCHASER/S within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER/S. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER/S, the PROMOTER shall demand additional amount from the ALLOTTEE/PURCHASER/S 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(h) The ALLOTTEE/PURCHASER/S authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER/S undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

1(i)

THAT during the period of building construction the Purchaser with Two days advance intimation to the PROMOTER, 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.

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

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

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

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

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

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

Provided that, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER/S, by Registered Post AD at the address provided by the ALLOTTEE/PURCHASER/S and mail at the e-mail address provided by the ALLOTTEE/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/PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the SELLERS/Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to SELLERS/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the SELLERS/Promoter.

05. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand,

or price range (if unbranded) to be provided by the PROMOTER in the said building and the Apartment as are set out in Annexure, annexed hereto.

06. The PROMOTER shall give possession of the Apartment to the ALLOTTEE/PURCHASER/S on or before If the PROMOTER fails or neglects to give possession of the Apartment to the ALLOTTEE/PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE/PURCHASER/S the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the ALLOTTEE/PURCHASER/S shall not deliver the actual physical possession of the said Apartment to the PURCHASER/S until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, Service Tax, VAT Tax, etc. are paid by the PURCHASER/S in to the Promoter hereto.

Provided further that the Promoter 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 which prevents the PROMOTER from carrying out with the work of development and construction on the said Project land,

7.1 Procedure for taking possession-

The SELLERS/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the SELLERS/Promoter shall give possession of the [Apartment] to the Allottee. The SELLERS/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLERS/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the SELLERS/Promoter or association of allottees, as the case may be. The SELLERS/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Shop]: Upon receiving a written intimation from the SELLERS/Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the SELLERS/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the SELLERS/Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause

8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the SELLERS/Promoter 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 SELLERS/Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the SELLERS/Promoter, compensation for such defect in the manner as provided under the Act.

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

08. The ALLOTTEE/PURCHASER/S shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence in respect of Residential Units and/or Legal purpose in Commercial Units.

09. That the Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing and registering a Deed of Declaration u/s 2 of the said Act by Deed of Declaration dt. 27.09.2022 .registered with Sub Registrar, Nagpur – 5 at Book No. 1 at Sr. No. 5850.dt.27.09.2022. 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/S and her/his/their successors in title.

9.1 The Allottee along with other allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the SELLERS/Promoter 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 Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society/”Association” and duly fill in, sign and return to the SELLERS/Promoter within seven days of the same being forwarded by the SELLERS/Promoter to the Allottee, so as to enable the SELLERS/Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

9.2 The SELLERS/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society, "Association" or Limited Company all the right, title and the interest of the SELLERS/Lessor/Original Owner/SELLERS /Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.3 The SELLERS/Promoter shall, within three 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 SELLERS/Lessor/Original Owner/SELLERS/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.4 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE/PURCHASER/S that the Apartment is ready for use and occupancy, the ALLOTTEE/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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/PURCHASER/S shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER/S further agrees that till the ALLOTTEE/PURCHASER/S share is so determined the ALLOTTEE/PURCHASER/S shall pay to the PROMOTER monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER/S to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.

9.5 THAT the PURCHASER/S 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.

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

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

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

11. The Allottee shall pay to the SELLERS/Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the SELLERS/Promoter 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.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the SELLERS/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the SELLERS/Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

REPRESENTATIONS AND WARRANTIES OF THE SELLERS/PROMOTER

The SELLERS / Promoter hereby represents and warrants to the Allottee as follows:

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

(ii) The SELLERS/Promoter 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) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the

SELLERS/Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

(vi) The SELLERS/Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The SELLERS/Promoter have 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/Shop] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The SELLERS/Promoter confirms that the SELLERS/Promoter are not restricted in any manner whatsoever from selling the said [Apartment/Shop] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the Sale deed of the structure to the association of allottees the SELLERS/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(x) The SELLERS/Promoter have 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;

(xi) 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 SELLERS/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The ALLOTTEE/PURCHASER/S/ or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTER as follows :-

The Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the SELLERS/Promoter as follows:-

(i) To maintain the Apartment/ Shop at the Allottee's own cost in good and tenant able repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment Is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment/Shop 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the SELLERS/Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any action contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part hereof, 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/Shop 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 SELLERS/Promoter and/or the Society or the Limited Company.

(v) 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.

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

(vii) Pay to the SELLERS/Promoter within fifteen days of demand by the SELLERS/Promoter, 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.

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

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

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or

amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the SELLERS/Promoter and their 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.

(xii) 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 shall permit the SELLERS/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. That under the Podium Area on the said Plot of land as per sanctioned Plan wherein the activities of Fitness Centre, Open Garden, Club House etc. were to be carried out by the PROMOTER or its agency and for which a lumpsum amount (non refundable) i.e. club house development charges shall be payable by the PURCHASER/s or the unit purchasers or their successors – in – title of EASTORIA GRACE or any of the units in the adjacent projects of the PROMOTER in the area and the said members / purchasers of units has also to pay the monthly/yearly maintenance charges of the club house as may be decided by the PROMOTER and they shall be entitled to make use of the amenities of the Club on availability basis and as may be decided and regulated by the PROMOTER or the agency appointed by the PROMOTER time to time for operating the Club and amenity area. That the PROMOTER covenant with the PURCHASER that the said Amenities shall be only for the occupants of the EASTORIA GRACE and shall not allow the user of the same to the any third outsider party.

16. The SELLERS/Promoter shall maintain a separate account in respect of sums received by the SELLERS/Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee 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 SELLERS/Promoter until the management of the said Building maintenance is handed over to the Association of Owners as herein before mentioned..

18. 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the PROMOTER executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/PURCHASER/S who has taken or agreed to take such Apartment.

20. BINDING EFFECT
Forwarding this Agreement to the ALLOTTEE/PURCHASER/S by the SELLERS/PROMOTER does not create a binding obligation on the part of the SELLERS/PROMOTER or the ALLOTTEE/PURCHASER/S until, firstly, the ALLOTTEE/PURCHASER/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/PURCHASER/S and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the SELLERS/PROMOTER. If the ALLOTTEE/PURCHASER/S(s) fails to execute and deliver to the SELLERS/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER/S and/or appear before the Sub-Registrar for its registration as and when intimated by the SELLERS/PROMOTER, then the SELLERS/PROMOTER shall serve a notice to the ALLOTTEE/PURCHASER/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER/S, application of the ALLOTTEE/PURCHASER/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER/S without any interest or compensation whatsoever.

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

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

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

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

24. 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.

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

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

26. FURTHER ASSURANCES

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

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE/PURCHASER/S, in Nagpur after the Agreement is duly executed by the ALLOTTEE/PURCHASER/S and the PROMOTER 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.

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

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

Name of ALLOTTEE/PURCHASER/S:

SHRI / MRS.

Notified Email ID :

PROMOTER'S name:

EASTORIA BUILDERS AND DEVELOPERS LLP,.
 Plot No. 16 "SAHARSH" Surya Nagar, Kalamna Market
 Ring Road, Nagpur – 440035
 Notified Email ID:

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

30. JOINT ALLOTTEES

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

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER/S.

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

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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 and the Nagpur courts will have the jurisdiction for this Agreement.

SCHEDULE OF THE APARTMENT HEREBY AGREED TO SOLD UNDER THIS AGREEMENT

ALL THAT entire R. C. C. Superstructure comprising of Residential Apartment bearing No., covering a Carpet Area of Sq. Mtrs. (Built Up Area = Sq. Mtrs.) on FLOOR of the building to be known as "EASTORIA GRACE" together-with% proportionate undivided share and interest in land being Middle portion out of ALL THAT PIECE AND PARCEL of land being amalgamated Plot No. 3, 4 AND 5 in all admeasuring about 2051.70 Sq. Mtrs. in the residential layout on Kh No.59, 62/1, 62/2, 62/3, 62/4 and 62/5 of Mouza: Bharatwada, bearing City Survey No. 204/3, 204/4 and 204/5, Sheet No. 47 & 59, Municipal House NO. 868/A/3, 868/A/4 and 868/A/5 respectively, Ward No. 21, situated at Bharatwada, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and the land is bounded as under:

ON THE NORTH : 9.00 MTRS WIDE ROAD
ON THE EAST : OPEN SPACE
ON THE WEST : 12.00 MTRS WIDE ROAD
ON THE SOUTH : PLOT NO. 2
And the Apartment is bounded as under :

ON THE NORTH :
ON THE EAST :
ON THE WEST :
ON THE SOUTH :

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

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/PURCHASER:

.....
SHRI / MRS.....
at Nagpur in the presence of WITNESSES:

Name :

SIGNED AND DELIVERED BY THE WITHIN NAMED

.....
SHRI HARSHWARDHAN P. NAGPURE
OWNER/Partner **M/s EASTORIA BUILDERS & DEVELOEPERS LLP.**

.....
SHRI PANDIT J NAGPURE
OWNER/Partner **M/s EASTORIA BUILDERS & DEVELOEPERS LLP.**

SHRI SACHIN P NAGPURE

.....
OWNER/Partner **M/s EASTORIA BUILDERS & DEVELOEPERS LLP.**
And as POA for Smt. Jyoti P. Nagpure
and Shri Ronak P. Nagpure

In presence of Witnesses

at Nagpur in the presence of WITNESSES:
Name :

ANNEXURE

{Specification and amenities for the Residential Apartment }

- 1) FOUNDATION : R.C.C. Framed Structure in high strength Cement and TMT – 500 Grade Steel being in seismic zone precautions and safeguards against earth quake is ensured in structural design.
- 2) WALLS : Red Bricks/ Fly ash Bricks External 230mm

		Brick work/ Internal 115mm/100mm Brick work.
3)	PLASTER OF PARIS WORKS	POP false ceiling to drawing room, dining room & all bedrooms.
4)	FLOORING	
	Lobby and Staircase	Marble in main lobby on ground floor, staircase risers& treads in Kota Stone.
	Drawing & Kitchen & Bedrooms Bathrooms Parking and Driveway Kitchen	Quality double charge Vitrified title flooring Dining 800mm x 800mm. Quality double charge Vitrified title flooring 800mm x 800mm. Anti Skid tiles 300mm x 600mm. Interlocking paving blocks. Granite platform with stainless steel sink and glazed titles Dado with municipal & bore water connections. Provision of outlet pipe for chimney.
5)	DOORS	Main Door – Be secure door by Bajaj or equivalent. Internal door frames to bedrooms etc. Made of teakwood and shutters shall be factory- made flush door with plastic laminate finish with brass fittings and latch lock. Door frame of toilets shall be made of marble/granite. Shutters shall be factory-made flush door, both sides laminate finish complete with fittings and latch lock.
6)	WINDOWS	Quality anodized aluminium sliding windows.
7)	TOILETS	First quality branded sanitary ware to all toilets, Jaquar / equivalent Mixers / Divertors. Hot & Cold water lines in each toilet. Provision of geyser connection.
8)	WALL FINISH AND PAINTING	External Walls :Sand face plaster with acrylic base fungus resistant texture paint. Internal Walls :Cement plaster with putty finish, quality painting on wall.
9)	DRINKING / WATER	Underground / Overhead tank direct connections to all kitchens.
10)	ELECTRICAL FITTINGS	Havells/ Polycab/ RR Kable copper multi strand 3-Phase concealed wiring with MCB and CLCB for Distribution Board. Adequate light points in entire flat. Switches by Legrand/ Panasonicor equivalent, light and plug points in kitchen for refrigerator, microwave oven, mixers, geysers and water purifier, washing machine ect. AC wiring in all bedrooms and drawing room.
11)	DRIVE WAY	Interlocking paving blocks.
12)	MAIN FOYER	Attractive, gorgeous entrance foyer with security desk and CCTV monitor Station.

13) PLUMBING : cPVC pipes and fittings of reputed company for all internal & external concealed piping.
uPVC pipes of reputed company with chemical solvent joints for all soil and waste water line.

14) TILE CLADDING : Kitchen : Designer glazed tiles Dado
AND DADO above kitchen platform 2' [Two Feet] height.

Bathroom and WC : Designer glazed tiles
7' [Seven Feet] height.

Utilities / Wash : Vitrified tiles up to
3' [Three Feet] height.

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