

No.

Date:

To,

Mr/Mrs./ Ms.....

R/ o.....

(Address)

Telephone/ Mobile number-

Pan Card No:

Aadhar Card No:

Email ID:

Sub: Your request for allotment of flat/commercial premises / plot in the project known as (Project Name) having MahaRERA Registration No \_\_\_\_\_.

Sir/ Madam,

**1. Allotment of the said unit:**

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a Plot bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_sq.ft. situated in the project known as (SHUBHPARTH NAGARI), having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as "the said unit", being developed on KHASRA NO 60/3 ph no 38 lying and being at PIPALA Village Taluka NAGPUR, Dist. Nagpur admeasuring 11200 sq. mtrs. for a total consideration of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ in words only) exclusive of GST, stamp duty and registration charges.

**2. Allotment of parking space(s):**

Further, I/ we have the pleasure to inform you that you have been allotted an open car parking bearing no. \_\_\_\_\_ without consideration.

**3. Receipt of part consideration:**

I / we confirm to have received from you an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), (this amount shall not be more than 10% of the cost of the said unit) being \_\_\_\_\_ % of the total consideration value of the said unit as booking amount /advance payment on \_\_\_\_/\_\_\_\_/2022, through \_\_\_\_\_ (mode of payment)

**4. Disclosures of information:**

I/ We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
- iii) The website address of MahaRERA is  
<https://imaharera.mahaonline.gov.in/>

**5. Encumbrances:**

I/ We hereby confirm that the said unit is free from all encumbrances and I/ we hereby further confirm that no encumbrances shall be created on the said unit.

**OR**

I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

a)

- b)
- c)

#### **6. Further payments:**

Further payments towards the consideration of the said unit as well as of the garage(s)/ covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

#### **7. Possession:**

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before 31<sup>st</sup> December 2026 subject to the payment of the consideration amount of the said unit as well as of the garage(s) / covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

#### **8. Interest payment:**

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

#### **9. Cancellation of allotment:**

- i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written\* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

| SR NO. | If the Letter requesting to cancel the booking is received | Amount to be Deducted |
|--------|------------------------------------------------------------|-----------------------|
| 1.     | within 15 days from issuance of the allotment              | Nil;                  |

|    |                                                             |                                    |
|----|-------------------------------------------------------------|------------------------------------|
|    | letter;                                                     |                                    |
| 2. | within 16 to 30 days from issuance of the allotment letter; | 1% of the cost of the said unit;   |
| 3. | within 31 to 60 days from issuance of the allotment letter; | 1.5% of the cost of the said unit; |
| 4. | after 61 days from issuance of the allotment letter.        | 2% of the cost of the said unit.   |

\* The amount deducted shall not exceed the amount as mentioned in the table above.

ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

#### **10. Other payments:**

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

#### **11. Proforma of the agreement for sale and binding effect:**

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 126.

#### **12. Execution and registration of the agreement for sale:**

- i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.
- ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

### **13. Validity of allotment letter:**

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.

### **14. Headings:**

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature

Name (Promoter(s)/ Authorized Signatory)

(Email Id.)

Date:

Place:

**CONFIRMATION & ACKNOWLEDGEMENT**

I/ We have read and understood the contents of this allotment letter and the Annexure. I/ We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature

Name (Allottee/s)

Date:

Place:

### Annexure - A

#### Stage wise time schedule of completion of the project

| SR NO | STAGES                                                                                                                                                                                                                                                                                                                                                                  | DATE OF COMPLETETION |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1     | Excavation                                                                                                                                                                                                                                                                                                                                                              |                      |
| 2     | Basements (if any)                                                                                                                                                                                                                                                                                                                                                      |                      |
| 3     | Podiums (if any)                                                                                                                                                                                                                                                                                                                                                        |                      |
| 4     | Plinth                                                                                                                                                                                                                                                                                                                                                                  |                      |
| 5     | Stilt (if any)                                                                                                                                                                                                                                                                                                                                                          |                      |
| 6     | Slabs of super structure                                                                                                                                                                                                                                                                                                                                                |                      |
| 7     | Internal walls, internal plaster, completion of floorings, doors and windows                                                                                                                                                                                                                                                                                            |                      |
| 8     | Sanitary electrical and water supply fittings within the said units                                                                                                                                                                                                                                                                                                     |                      |
| 9     | Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks                                                                                                                                                                                                                                                                             |                      |
| 10    | External plumbing and external plaster, elevation, completion of terraces with waterproofing.                                                                                                                                                                                                                                                                           |                      |
| 11    | Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities. |                      |
| 12    | Internal roads & footpaths, lighting.                                                                                                                                                                                                                                                                                                                                   |                      |

|    |                                                        |  |
|----|--------------------------------------------------------|--|
| 13 | Water supply                                           |  |
| 14 | Sewerage (chamber, lines, septic tank, STP)            |  |
| 15 | Storm water drains                                     |  |
| 16 | Treatment and disposal of sewage and sullage water     |  |
| 17 | Solid waste management & disposal                      |  |
| 18 | Water conservation / rain water harvesting             |  |
| 19 | Electrical meter room, sub-station, receiving station. |  |
| 20 | Others                                                 |  |

**Promoter (s) / Authorized Signatory**

This Agreement made and executed this .... day of ..... in the year.....at ....., Taluka-Nagpur (Gramin) , District-Nagpur

By and Between

Name:

**1) SHRI. SANDEEP GOPICHAND BADWAIK**

Adhar No.9399 5192 3883

Aged about 44 years, Occupation- Business

R/o- Plot No.22, Durga Nagar, Manewada Road, Nagpur-440024

**2) SHRI. CHANDRASHEKHAR KRISHNAJI REWATKAR**

Adhar No.845210203663

Aged about 44 years, Occupation- Business

R/o- Quarter No.165/1, Raghuji Nagar, Somwari Quarter, Nagpur-440009.

**All the Partners of M/s R B Infra**

Hereinafter referred to as the "PROMOTERS", (Which expressions shall unless 'it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, the business assigns, trustees, transferees etc.).

..Of the First Part

AND

Name:.....

Age about ..... years, occupation: .....

Residing at \_\_\_\_\_,

PAN .....

Here in after for the sake of brevity referred to as THE PURCHASER/S,OR ALLOTTEE/Swhich expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators, and assignees.]

..Of the Second Part

WHEREAS:

**A. DESCRIPTION AND HISTORY OF THE LAND & PROPERTY:**

- 1) That as per records, the property in question being All that piece and parcel of Land bearing Survey/Khasra/Gut No. 60/3 of MOUZA-PIPLA P.S.K. NO. 38, having an area of 1.12 Hectares, Rental Rs. 5.31, held in Occupancy Class-1 Rights, Khate No. 1899 and including all Trees, Shrubs, Passage, right of Way, Path Ways, well, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at village-PIPLA, in Tehsil-NAGPUR and District-NAGPUR, was belonged to Sou. Jokhanabai W/o Gangaramji Gupta having acquired the same by way of Sale Deed, and same is accordingly recorded in the revenue Records.
- 2) WHEREAS later on Sou. Jokhanabai W/o Gangaramji Gupta has execute and registered the General Power of Attorney in favour of MOHD. AMZAD HAJI BASHIR ASHRAFI which was duly registered at Sr. No. 2923/2044 before Sub-Registrar Nagpur Gramin No. 10 on 27/05/2004.
- 3) WHEREAS the aforesaid Owners Sou. Jokhanabai W/o Gangaramji Gupta through its General Power of Attorney in favour of MOHD. AMZAD HAJI BASHIR ASHRAFI later on transferred/sold their aforesaid property comprising All that piece and parcel of Land bearing Survey/Khasra/Gut No. 60/3 of MOUZA-PIPLA P.S.K. NO. 38, having an area of 1.12 Hectares, Rental Rs. 5.31, held in Occupancy Class-1 Rights, Khate No. 1899 and including all Trees, Shrubs, Passage, right of Way, Path Ways, well, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at village-PIPLA, in Tehsil-NAGPUR, by way of Sale to **Shri. Remu S/o Dashrathji Kuthe (HUF)**, the Vendor named hereinabove, by a Sale Deed Dated 02/08/2005, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur (Rural)-10 in Book No. 1 at

Serial No. 4828/2005 on even date. As a result therefore the aforesaid **Shri. Remu S/o Dashrathji Kuthe (HUF)**, the Vendor has become an exclusive, absolute and full Owners of the aforesaid property with heritable and transferable rights therein and the same is also recorded in the Revenue Records; AND

- 4) WHEREAS for variety of reasons and other good causes the **Shri. Remu S/o Dashrathji Kuthe (HUF)**, has now decided to sell the aforesaid property to any interested buyer and to utilise the sale proceeds thereof in his best interests and for the benefit of his family members; AND
- 5) WHEREAS mean while **Shri. Remu S/o Dashrathji Kuthe (HUF)**, has execute and registered the Presentation Power of Attorney in favour of SHRI CHANDRASHEKHAR KKRUSHNAJI REVATKAR R/o Somwari Quarter No. 165/1, Budhawar Bajar Road, Raghuji Nagar, Nagpur which was duly registered at Sr. No. 2325 before Sub-Registrar Nagpur Gramin No. 70 on 04/08/2016.
- 6) Later on Vendor **Shri. Remu S/o Dashrathji Kuthe (HUF)**, through its **Presentation Power of Attorney** SHRI CHANDRASHEKHAR KKRUSHNAJI REVATKAR R/o Somwari Quarter No. 165/1, Budhawar Bajar Road, Raghuji Nagar, Nagpur, has sold the said property to **SHRI CHANDRASHEKHAR KKRUSHNAJI REVATKAR** R/o Somwari Quarter No. 165/1, Budhawar Bajar Road, Raghuji Nagar, Nagpur AND **SANDEEP GOPICHAND BADWAIK** R/O 44 Durga Nagar, Manewada Road, Nagpur, vide Registered Sale Deed dated 20/12/2018 registered with Sub-Registrar, Nagpur Gramin No. 7 at Book No. 1 at Sr. No. 11067/2018 and their names were mutated in revenue records vide ferfar entry No. 2808 dated 13/02/2019.
- 7) After that the said **SHRI CHANDRASHEKHAR KKRUSHNAJI REVATKAR** R/o Somwari Quarter No. 165/1, Budhawar Bajar Road, Raghuji Nagar, Nagpur AND **SANDEEP GOPICHAND BADWAIK** R/O 44 Durga Nagar, Manewada Road, Nagpur, has prepared the Tentative Layout Map and it has been submitted to NMRDA Authority. The Executive Engineer, Nagpur Metropolitan Region Development Authority

has Approved the said Layout Pland by their letter dated 18/08/2022 aongwith Demarkated Residential Layout Plan of Kh. No. 60/3, P.H. No. 38, Mouza-Pipla, Tah-Nagpur Dist-Nagpur. The present owner has not executed the Development Agreement with Nagpur Metropolitan Region Development Authority alongwith the terms and Conditions impose thereon. The Present owner has obtained the N. A. Order from Collector Nagpur vide Revenue Mamla No. 320/N.A.P.-34/ Mouza-Pipla/Nagpur (Rural)/2021-22 on 24/08/2022.

**B. TITLECERTIFICATE: -**

The title of the promoter is duly verified through their advocate and has certified that the title of the present promoter isclean clear and free from all encumbrances, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as **Annexure A.**

**C. EXCLUSIVERIGHTTOSELLANDDEVELOP: -**

In the circumstances, the Promoter has the exclusive right of plotting the said land or to develop the said Land by plotting the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers there of under the provisions of the Transfer of Property Act. The Owner/Developer Promoter has applied for and is granted due registration under the provisions of the Real Estate(RegulationandDevelopment]Act,2017,and the same is attached hereto as **Annexure B.**

#### **D. PURCHASER AGREES TO ACQUIRE:**

The Purchaser, after satisfying himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of title as specified in the above-referred Title opinion **Annexure A** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various \_\_\_\_\_ phases of work, and has now agreed to purchase the open Plot No. \_\_\_\_\_ in the project named “**SHUBH PARTH NAGARI**” as specified in Schedule A written here in after for the sake of brevity referred to as the “said Plot”. The Purchaser/s has/ have agreed to acquire Plot No. \_\_\_\_\_, and measuring about \_\_\_\_\_ Hectare, at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. .... is hereinafter referred to for the sake of convenience and brevity as “Said Plot” and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule ‘B’.

#### **E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS:**

The Purchaser/s has/ have demanded from the Owner/Developer/Promoter and the Owner/Developer/Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment of the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold. The 7/12 Extract of the Property is attached herewith as **Annexure C**. The N.A.

Assessment of the approved layouts, in respect of the said Plot, is attached herewith as **Annexure D**. Whereas Authenticated Copy of the approved layout showing the specific plot, and subject matter of these presents is attached herewith as **Annexure E**.

**F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/have, before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances, and is clear and marketable.

**G. CONSIDERATION:**

After being satisfied with the Title as above, the Purchaser here in made an offer to the Promoter to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited as of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ Only] vide Cheque No. .... dated ..... drawn on ..... Bank, ..... Branch being the part payment out of the lump sum Sale-price of Rs. .... [Rupees ..... Only] against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale price in

the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ARE AS FOLLOWS: —

## **1. PURCHASE AND SALE OF THE PLOT:**

1.1. The Purchaser/s has/have agreed to acquire, and the Owner/Developer/Promoter has agreed to sell the said Open Plot No. ...., measuring .....sq.meter, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in **Schedule A** and specified in Plan **Schedule B** hereunder written.

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in **Annexure F**, hereunder written.

## **2. CONSIDERATION:**

### **2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:**

As mentioned above, the Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Promoter the said open Plot inclusive the specifications

mentioned in the Annexure F at or for themutually agreed lump sum consideration of Rs.\_\_\_\_\_ only) and the Purchaser shallmake the payment of the same in the name of "                      " or such other name as may bespecified from time to time by the Owner/developer/Purchaser, and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

## **2.2 TIME PERIOD FOR POSSESSION:**

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/developer/Promoter before**31<sup>st</sup> December 2026** on receipt of the entire amountof the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owner/Developer/ Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legalformalities and effecting necessary paymentasperagreedschedule.

## **2.3 DELAY IN HANDING OVER POSSESSION BY OTHER/DEVELOPER/PROMOTER/CONSENTINGPARTY :**

It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rates of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon are refunded to the Purchaser/s.

### **3. MAINTENANCE OF THE PLOT/LAYOUT:**

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the owner/developer/Promoter, charges for common service if any.

#### **4. FORMATION OF FINAL BODY OF PURCHASERS:**

The owner/Developer/Promoter shall on the execution of the registered agreement for sale by 51% Purchaser form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Cooperative Societies Act 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

#### **5. NO RIGHT TO DEMAND SUB-DIVISION:**

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers shall not have an individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it is expressly agreed subject to the applicable rules, regulations and bye-laws.

#### **6. UNSOLD PLOTS:**

In case the Conveyance is executed in favour of the Ultimate Body

before the disposal by the Owner/developer/Promoter of all the plots on the said Land, then in such case, the Owner/Developer/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to the third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment

## **7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER**

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

- a. The Promoter has a clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and has actual, physical and legal possession of the project land for the implementation of the Project; The promoter has also obtained the necessary N.A. permissions from the competent authority.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the 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 except those disclosed in the title report.
- d. 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; there is no prohibitory order for transfer at the plot.

- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/ring shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to comply with all applicable laws in relation to the Project, project land, Building/s and common areas.
- f. The Promoter 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 created herein, may prejudicially be affected.
- g. The Promoter 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 Plot which until, in any manner, affect the rights of Allottee under this Agreement.
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- i. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes, and other monies, levies, and impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to

the said project to the competent Authorities.

- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- k. The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra:

#### **8. PAYMENT OF STAMP DUTY/REGISTRATION FEE/ EXPENSES:**

It Is hereby expressly agreed that the Purchaser/s Shall bear the Stamp Duty and Registration Charges payable on the Agreement and all documents executed by the Owner/Developer/Promoter pursuant thereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favour of the Association/ condominium/ Society of all Plot purchasers in the said project.

#### **9. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any understandings, any other agreements,

Altamont letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the said apartment/plot/building, as the case may be.

**10. 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 for herein, as may be reasonably required to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or under any such transaction.

**11. ADDRESS FOR SERVICE:**

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

Promoter Name- **M/s R B INFRA**

Promoter Address-Shop No.8202, Rajat Sankul, Ganeshpeth , Nagpur  
440008

Notified Email ID:sandeep42007@yahoo.com

Name of the Allottee-

Address of the Allottee-

Notified Email ID:

It shall be the duty of the Allottee 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, as the case may be.

## **12. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

## **13. 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 **Maharashtra Real Estate Regulatory Authority** courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

#### **SCHEDULE A: DESCRIPTION OF THE PROJECT PLOT**

All that piece and parcel of land bearing Survey/Khasra No, 60/3, admeasuring about 1.12 H.R Land, Revenue assessment Rs.5.31with Occupancy Class 1 right, situated at Mouza-PIPALA, P.H.No.38, Tahsil-Nagpur, District- NAGPUR

Boundaries to the East: Khasara No.57

Boundaries to the West:Khasra No. Vehla Hari Shiv

Boundaries to the North:Khasra No. 60/1

Boundaries to the South:Khasra No. 59

#### **SCHEDULE B: DESCRIPTION OF THE PLOT PURCHASED**

**Plot Bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Meters  
of carpet area in the Project Named “SHUBHPARTH NAGARI.**

**LIST OF ANNEXURES:**

- Annexure “A”: Title Certificate.
- Annexure “B”:Registration Certificate of the Project granted by the Real Estate Regulatory Authority.
- Annexure “C”:7/12 Extracts.
- Annexure “D: N.A. Assessment of the approved layouts, in respect of the said Plot
- Annexure “E”: Authenticated Copy of the approved layout showing the specific plot, and subject matter of these presents.
- Annexure “F”: List of Common Areas, and Amenities to be provided under these presents.