

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

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2023, BETWEEN:

(1) **SHRI. SAMEER S/O. DATTATRAY MEGHE**, Aged about 43 Years, Occupation - Agriculturist, (Income Tax Permanent Account No.: ABYPM6076B, Aadhar No.: 9018 5156 8488, and (2) **MRS. VRINDA W/O. SAMEER MEGHE**, Aged about 42 Years, Occupation - Business, (Income Tax Permanent Account No.: AFUPM4185R, Aadhar No.: 3885 2389 7944, Both R/o. Plot No. 135, Pande Layout, Khamla Road, Nagpur, Maharashtra, Pin Code 440025, Tahsil and District – NAGPUR, acting through their duly constituted General Power of Attorney holder **SHRI. SANJAY S/o NAGORAO PAIDLEWAR**, Aged 55 years, Occupation - Business, Resident of 140, Shivaji Nagar, Nagpur, Tahsil and District - NAGPUR, hereinafter called the "**VENDOR/PARTY NO. 1**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDOR/PARTY NO. 1**" as well as their legal heirs, legal representatives, liquidators, executors, administrators, successors and assigns of the **FIRST PART**.

AND

(1) **SHRI/SMT.** _____, Aged about _____ Years,
Occupation - _____, (Income Tax Permanent Account No.:
_____, Aadhar No.: _____, Email Id:
_____, Mobile No. _____), and (2)
SHRI/SMT. _____, Aged about _____ Years,
Occupation - _____, (Income Tax Permanent Account No.:
_____, Aadhar No.: _____, Email Id:
_____, Mobile No. _____), both
Resident of _____, Pin Code - _____,
hereinafter called the "**PURCHASER**", which expression shall unless
repugnant to the context or meaning thereof, always mean and
include the said "**PURCHASER**", as well as, her/his/their respective
heirs, legal representatives, executors, administrators, successors and
assigns of the **SECOND PART**.

AND

M/s CONCRETE DEVELOPERS, (PAN NO. AA AFC6294L) A
Partnership Firm having it's Office at Plot No. 3 & 4, Gauri Heights, Canal
Road, Ramdaspath, Nagpur, Maharashtra, Pin Code 440010, Tahsil and
District - NAGPUR and acting through it's Partners **(1) SHRI. SANJAY S/o**
NAGORAO PAIDLEWAR, Aged 55 years, Occupation- Business, Resident of
140, Shivaji Nagar, Nagpur, Tahsil and District NAGPUR, **(2) SHRI. NITISH**
S/o RAMESHCHANDRA CHORDIA, aged about 53 years, Occupation-
Business, Resident of 139, Shankar Nagar, Nagpur, Tahsil and District
NAGPUR, hereinafter called the **DEVELOPER/PARTY NO. 3**, which
expression shall unless repugnant to the context or meaning thereof always
mean and include the said PARTNERSHIP FIRM and it's PARTNERS, as well
as, their respective heirs, legal representatives, executors, administrators,
successors and assigns of the **THIRD PART**.

WHEREAS, the Vendor/Party No. 1 hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and parcel of land bearing Plot No. 33/2 containing by admeasurement 1040.50 Sq. Mtrs. (OR 11200 Sq. Ft.) and (as per City Survey Record area is 1050.40 Sq. mtrs.) together with all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 40, City Survey No. 1143 and Sheet No. 57 of Mouza – LENDHRA, situated at Central Bazar Road, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR; and more particularly described in the First Schedule hereunder written; AND

WHEREAS, the property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' and the Vendor /Party No. 1 has acquired the plot in the following manner; AND

WHEREAS, ALL THAT Piece and parcel of land bearing Nazul Leasehold Plot No. 33, admeasuring East-West 80 Ft and North-South 240 Ft. thus equal to 19200 Sq. Ft. (OR 1783.72 sq. Mtrs.) including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 1143 and Sheet No. 57 of Mouza – LENDHRA, situated at Central Bazar Road, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR, Originally belonged to Sardar Lakhindersingh S/o. Sardar Dharamsingh, being his separate property, having acquired the same by him from Nazul Department on Leasehold Rights; AND

WHEREAS, the aforesaid Shri. Sardar Lakhindersingh S/o. Sardar Dharamsingh later on transferred the aforesaid property comprising Nazul Plot NO. 33 by way of Sale to Shri Gopikisan S/o. Madangopal Taori, by a Sale Deed dated 04-11-1961, which is duly Registered at the office of the Joint Sub-Registrar, Nagpur – 1 in Addl. Book No. 1, Volume No. 742 on Pages 21 to 25 at Sr. No. 1974 on even date; AND

WHEREAS, the said Plot No. 33 was Sub-divided in two parts i.e. Plot No. 33/1 admeasuring East-West 80 Ft. and North-South 100 Ft. thus equal to 8000 Sq. Ft. and Plot No. 33/2 admeasuring East-West 80 Ft. and North-South 140 ft. thus equal to 11200 Sq. Ft. bearing City Survey No. 1143 passed by the Naib Tahsildar, Nagpur vide his Order dated 17-06-1964 in Revenue Case No. 2-A-56/61-62 Mouza – Lendhra; AND

WHEREAS, the aforesaid Shri Gopikisan S/o Madangopal Taori later on transferred the said property comprising ALL THAT Piece and Parcel of land Nazul Leasehold Plot No. 33/1 admeasuring East-West 80 Ft. and North-South 100 Ft. thus equal to 8000 Sq. Ft. (OR 743.22 Sq. Mtrs.) including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 1143 and Sheet No. 57 of MOUZA – LENDHRA, situated at Central Bazar Road, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR, by way of Sale to The Nagpur Co-operative Housing Society Limited, Gandhibagh, Nagpur, by a Sale Deed dated 04-07-1966, said Shri. Gopikisan S/o. Madnagaopal Taori retained the Sub-divided Nazul Plot No. 33/2 admeasuring 11200 Sq. Ft. for his own occupation; AND

WHEREAS, the said Shri. Gopalkisan S/o. Madangopal Taori later on constructed a Double Storeyed Residential House and 5 Shops on the said Nazul Plot NO. 33/2 covering a total Built-up area of 743.32 Sq. Mtrs. (OR 8000 Sq. Ft.) in accordance with the Plan duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/5763/5953 dated 22/08/1964, bearing Corporation House NO. 40, City Survey No. 1143 and Sheet No. 57 of MOUZA – LENDHRA, AND

WHEREAS, during his life time the aforesaid Shri. Gopikisan S/o. Madnagopal Taori executed his Last Will and Testament on 05-01-1971 and thereby he bequeathed the aforesaid entire property comprising Nazul Plot

No. 33/2 Togetherwith the existing Building standing thereon to his wife Smt. Radhabai Gopikisan Taori, son Shri. Suresh Gopikisan Taori and 4 nephews namely Shri. Lalit Ballabhadas Taori, Shri. Rajesh Mohan Taori, Shri. Brijesh Mohan Taori and Shri. Pranay Girdhar Taori, absolutely forever with heritable and transferable rights therein; AND

WHEREAS, said Shri. Gopalkisan S/o. Madangopal Taori left for heavenly abode and consequent upon his demise/death, his wife Smt. Radhabai Gopikisan Taori, son Shri. Suresh Gopikisan Taori and 4 nephews namely Shri. Lalit Ballabhadas Taori, Shri. Brijesh Mohan Taori, Shri. Rajesh Mohan Taori and Shri. Pranay Girdhar Taori become the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL dated 05-01-1971; AND

WHEREAS, on expiration of the original term of Lease, the Nazul Department i.e. Collector, Nagpur on behalf of the Governor of Maharashtra State Later on extended the same for a further term/period commencing from 01-04-1975 and ending on 31-03-2005 by executing a Renewed indenture of Lease regarding the said property comprising Plot No. 33/2 in favour of the said Smt. Radhabai Gopikisan Taori, Shri. Suresh Gopikisan Taori, Shri. Lalit Ballabhadas Taori, Shri. Brijesh Mohan Taori, Shri. Rajesh Mohan Taori and Shri Pranay Girdhar Taori on 08-05-1998 passed in Revenue Case No. 101/NAA-48/88-89; AND

WHEREAS, the aforesaid Smt. Radhabai Gopikisan Taori left for heavenly abode on 11-11-2016 and consequent upon her death, her share in the said property devolved upon her son namely Shri. Suresh Gopikisan Taori, being the only legal heir of the deceased; AND

WHEREAS, on expiration of the second term of Lease, the Nazul Department i.e. collector, Nagpur on behalf of the Governor of Maharashtra State later on extended the same for a further term/period commencing from 01-04-2005 and ending on 31-03-2035 by executing a Renewed indenture of Lease regarding the said property comprising Plot 33/2 in favour of the Shri. Suresh Gopikisan Taori, Shri. Lalit Ballabhadas Taori, Shri. Brijesh Mohan Taori, Shri. Rajesh Mohan Taori and Shri

Pranay Girdhar Taori on 30-08-2022 passed in Revenue Case No. 115/NAA-48/2014-15. As a result therefore the Shri. Suresh Gopikisan Taori, Shri. Lalit Ballabhadas Taori, Shri. Brijesh Mohan Taori, Shri. Rajesh Mohan Taori and Shri Pranay Girdhar Taori become the Joint/Co-Owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS, the VENDOR /PARTY NO. 1 had purchased the aforesaid property from Shri. Suresh Gopikisan Taori, Shri. Lalit Ballabhadas Taori, Shri. Brijesh Mohan Taori, Shri. Rajesh Mohan Taori and Shri Pranay Girdhar Taori by way of Sale Deed on 13-10-2022, which is duly registered at Serial No. NGN4-9128-2022 in the office of Sub Registrar of Assurances No.- 4 at Nagpur, on even date. Thereafter the Vendor /Party no. 1 became the absolute and full owner of the above described property heritable and transferable rights therein and got mutated its name in all the relevant revenue records as owner of the above described property; AND

WHEREAS, the said Vendor/Party No. 1 had applied to Collector, Nagpur for conversion of the said property from Lease Hold to Free Hold according to the G.R. dated 02-03-2019 and the Collector, Nagpur had approved the conversion of the said property into Free Hold property vide its order dated 23-12-2022 in Revenue Case No. 17/MRC-81/2022-23; AND

WHEREAS the aforesaid VENDOR/PARTY NO. 1 lateron decided to develop the said land into a COMMERCIAL ESTATE by constructing a Multistoried Building thereon consisting of various self-contained separate UNITS therein on the said plot of land and accordingly by an AGREEMENT OF JOINT DEVELOPMENT, CONSTRUCTION dated 17-04-2023, which is registered at Sr. No. NGN4-3480-2023 at Sub Registrar Nagpur – 4, as well as the VENDOR/PARTY NO. 1 have also executed General Power of Attorney in favour of Shri. Sanjay Nagorao Paidlewar Partner of M/s.

Concrete Developers on 17-04-2023 which is registered at Sr. No. NGN4-3481-2023 at Sub Registrar Nagpur – 3, the said Vendor/Party No. 1 entrusted the entire work of Development of the said property to M/S. CONCRETE DEVELOPERS upon the several terms and condition contained therein. By the same Agreement they have further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said plot of land in favour of each such individual buyer as may be nominated by the DEVELOPER / PARTY NO. 3 hereto and had given a registered power of attorney in the name of DEVELOPER / PARTY NO. 3 for the said purpose, AND

WHEREAS, the DEVELOPER / PARTY NO. 3 obtained the sanction of building plans from the **Deputy Director of Town Planning, Nagpur Municipal Corporation on 02.05.2023, vide Proposal Code : NMO-22-83949, Building Permission No. NMO/B/2023/APL/01308 and Building Permit No. 161920** and accordingly the DEVELOPER /DEVELOPER/ PARTY NO. 3 have started construction of the said multi-storied building on the said plot of land and the DEVELOPER / PARTY NO. 3 are constructing ONE BUILDING consisting of Units as shown in Annexed Map and marked as **Annexure “ C ”**; AND

WHEREAS, the VENDOR/PARTY NO. 1 alongwith DEVELOPER / PARTY NO. 3 does hereby state and declare that there are no impediments attached to the said Project Land. There are no Tenants or illegal encroachment on the said Project Land and the VENDOR/PARTY NO. 1 has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; AND

WHEREAS the DEVELOPER/PARTY NO. 3 is in possession of the project land and the Vendor / Party No. 1 alongwith DEVELOPER / PARTY NO. 3 is entitled to construct building on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the DEVELOPER / PARTY NO. 3 has proposed to construct on the project land as per the sanction building plan 1 (One) Building, having Two Basement Floor out of which Lower Basement is for Parking and Ground Floor and 11 Upper Floors consisting of Self-contained Units on each floor therein; AND

WHEREAS, the Vendor/Party No. 1 alongwith DEVELOPER / PARTY NO. 3 has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and has obtained registration vide **Certificate No.** _____ have been annexed and marked as **Annexure-F**; AND

WHEREAS, the DEVELOPER / PARTY NO. 3 has appointed following professionals:

Architect	:	Priyanka Meghe, Reg.:- _____ Address : _____ _____.
Structural Engineer	:	Milind Awsormal Address : _____, _____, _____.

WHEREAS, the VENDOR/PARTY NO. 1 alongwith DEVELOPER / PARTY NO. 3 has sole and exclusive right to sell the Units in the said building to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Units and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the DEVELOPER / PARTY NO. 3 has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the

Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the DEVELOPER / PARTY NO. 3 and satisfied **herself/himself/themselves** about the title of the Vendor / Party No. 1 to the said Property and/or right of the Vendor / Party No. 1 to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3 have produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor/Party No. 1, authenticated copies of Property card showing the nature of the title of the Vendor / Party No. 1 to the Project Land on which the Units are to be constructed have been annexed hereto and marked as **Annexure 'A' and Annexure 'B'**, respectively; AND

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

WHEREAS, the DEVELOPER / Party No. 3 has accordingly commenced construction of the said building in accordance with the said proposed plans;

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

- i) **Carpet area:** As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the Units is defined as the net usable floor area of an Units, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Units.
- ii) **Balcony:** For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.
- iii) **Open Terrace:** For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.
- iv) **Common Areas:** As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Basement Floor, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided proportionately in the ratio of built-up area, over the number of Units in the project to arrive at proportionate common area of each Units.

WHEREAS, under section 13 of the said Act the Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3. is required to execute a written Agreement for sale of said Units with the Purchaser, being in fact these 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 Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3 hereby agrees to sell and the Purchaser hereby agrees to purchase the said Units.

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

1. THAT, the aforesaid Project consists of a Multistoried Building consisting of Two Basement Floors + Ground Floor + 11 Floors and One Service Floor above Eleventh Floor to be constructed by the DEVELOPER / Party No. 3 as per sanctioned plan.

1.a The Purchaser hereby agrees to purchase from the Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3 and the Vendor / Party No. 1 alongwith DEVELOPER / Party No. 3 hereby agrees to sell to the Purchaser UNDIVIDED _____% share and interest in the land described in schedule here in under along with superstructure bearing **Unit No. ____** of having **carpet area admeasuring _____ Sq. Metres on _____ Floor** of the Building known as styled as **"RAGHAV HEALTH STAR"** (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and marked **Annexures "D"** for the total sale consideration of **Rs. _____/- (Rupees _____ Only)** to be paid by the Purchaser to the DEVELOPER / Party No. 3 towards the said Unit hereinafter referred to as the **"Consideration amount"**. The DEVELOPER / Party No. 3 specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Unit is inclusive of cost of Said Unit and parking, proportionate price of common areas & facilities which is detailed in **Annexure-"D"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The Purchaser has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ Only)** by Ch. No. _____, Dated _____ Drawn on _____ for Rs. _____/- (Rupees _____ Only) and By Ch. No. _____, Dated _____, drawn on _____ for Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee

and hereby agrees to pay to the DEVELOPER / Party No. 3 the balance amount of **Rs _____/- (Rupees _____Only)** in the following manner:-

STAGE OF PAYMENT	% Calculation	Amount
AT THE TIME OF BOOKING	10%	
Within ____ days from the date of Execution this Agreement	20%	
ON COMPLETION OF PLINTH	15%	
ON COMPLETION OF GROUND FLOOR SLAB	1.93%	
ON COMPLETION OF SLAB OF FLOOR 1	1.93%	
ON COMPLETION OF SLAB OF FLOOR 2	1.93%	
ON COMPLETION OF SLAB OF FLOOR 3	1.93%	
ON COMPLETION OF SLAB OF FLOOR 4	1.92%	
ON COMPLETION OF SLAB OF FLOOR 5	1.92%	
ON COMPLETION OF SLAB OF FLOOR 6	1.92%	
ON COMPLETION OF SLAB OF FLOOR 7	1.92%	
ON COMPLETION OF SLAB OF FLOOR 8	1.92%	
ON COMPLETION OF SLAB OF FLOOR 9	1.92%	
ON COMPLETION OF SLAB OF FLOOR 10	1.92%	
ON COMPLETION OF SLAB OF FLOOR 11	1.92%	
ON COMPLETION OF BRICK WORK, INTERNAL PLASTER, AND WINDOW FRAME FIXING OF THE SAID UNITS	5%	
ON COMPLETION OF STAIRCASES, LIFT WELLS, LOBBIES UP TO THE FLOOR LEVEL OF THE SAID UNITS	5%	
ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATER PROOFING OF THE SAID UNIT.	5%	

ON COMPLETION OF LIFTS, WATER PUMPS, ELECTRICAL FITTINGS, SANITARY FITTINGS ELECTRO, MACHANICAL REQUIREMENTS, ENTERENCE LOBBY, OF THE SAID UNIT.	10%	
ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER	5%	
Total	100%	

1.c The above-mentioned total price/consideration excludes Taxes consisting of tax paid or payable by the DEVELOPER / Party No. 3 by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the DEVELOPER / Party No. 3 up to the date of handing over the possession of the said Unit. The Purchaser specifically agrees to pay to the DEVELOPER / Party No. 3 all such Taxes & Insurance Premium as and when demanded and shall always keep the DEVELOPER / Party No. 3 indemnified against the same. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each instalment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1% if applicable and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the DEVELOPER / Party No. 3 and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges

which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendor and Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPER / Party No. 3 shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the DEVELOPER / Party No. 3 shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Unit with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Party No. 3.

1.g The DEVELOPER / Party No. 3 shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the Nagpur Municipal Corporation, 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 DEVELOPER / Party No. 3. If there is any reduction in the carpet area within the defined limit then DEVELOPER / Party No. 3 shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the DEVELOPER / Party No. 3 shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the DEVELOPER / Party No. 3, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i It is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Five percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

1.j The Purchaser do hereby authorizes the DEVELOPER / Party No. 3 to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in him/her/their name as the DEVELOPER / Party No. 3 may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the DEVELOPER / Party No. 3 to adjust her/his/their payments in any manner.

2.1 THAT, the DEVELOPER / Party No. 3 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 Units to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Unit.

2.2 THAT, Time is essence for the DEVELOPER / Party No. 3 as well as the Purchaser. The DEVELOPER / Party No. 3 shall abide by the time schedule

for completing the project and handing over the Unit to the Purchaser and the common areas to the association of the Purchasers. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by **him/her/them** and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPER / Party No. 3 as provided in clause 1 (c) herein above. (**"Payment Plan"**).

3. The DEVELOPER / Party No. 3 hereby declares that the Floor Space Index available as on date **5150.50 Sq. Mtrs.** Only and the DEVELOPER / Party No. 3 obtained Sanction of Floor Space Index of **5086.31 Sq. Mtrs** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The DEVELOPER / Party No. 3 has plans of utilising the remaining Floor Space Index of **64.19 Sq. Mtrs.** as proposed to be utilized on the project land in the said Project in future and Purchaser has agreed to purchase the said Units based on the proposed construction and sale of Unit to be carried out by the DEVELOPER / Party No. 3 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to DEVELOPER / Party No. 3 only.

4.1 If the DEVELOPER / Party No. 3 fails to abide by the time schedule for completing the project and handing over the Units to the Purchaser, the DEVELOPER / Party No. 3 agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the DEVELOPER / Party No. 3, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the DEVELOPER / Party No. 3 under the terms of this Agreement from the

date the said amount is payable by the Purchaser(s) to the DEVELOPER / Party No. 3.

4.2 Without prejudice to the right of DEVELOPER / Party No. 3, to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the DEVELOPER / Party No. 3 under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the DEVELOPER / Party No. 3 shall at his/her/their own option, may terminate this Agreement. Provided that, DEVELOPER / Party No. 3 shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted instalments alongwith interest payable thereon, as mentioned by the DEVELOPER / Party No. 3 within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER / Party No. 3 shall refund to the Purchaser, subject to deduction of the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Units which may till then have been paid by the Purchaser to the DEVELOPER / Party No. 3.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded)

to be provided by the DEVELOPER / Party No. 3 in the said Building and Units as are set out in ***Annexure 'E', annexed hereto***.

6. The DEVELOPER / Party No. 3 shall give possession of the Unit to the Purchaser on or before [REDACTED]. If the DEVELOPER / Party No. 3 fails or neglects to give possession of the Units to the Purchaser on account of reasons beyond his/her/their control and of his/her/their agents by the aforesaid date, then the DEVELOPER / Party No. 3 shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Units with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the DEVELOPER / Party No. 3 received the sum till the date the amounts and interest thereon is repaid. However this will subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the DEVELOPER / Party No. 3 any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the DEVELOPER / Party No. 3. The DEVELOPER / Party No. 3 shall not deliver the actual physical possession of the said Units to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and G.S.T., etc. are paid by the Purchaser in full to the DEVELOPER / Party No. 3 hereto.

Provided further that the DEVELOPER / Party No. 3 shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Units is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
-

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 That the DEVELOPER / Party No. 3 declares that the final allotment of the Open/Covered Car Parking to be given to the Purchasers in the proposed **"RAGHAV HEALTH STAR"** to be constructed by the DEVELOPER / Party No. 3 would be done by Developer/Party No. 3. All Open/Covered Car Parkings shall be given a unique number and said number shall not be changed by any of the parties to this agreement. This allotment will be done by DEVELOPER / Party No. 3. After allotment each Units purchaser shall be given letter containing the number of his/her/their Unit.

7.2 Procedure for taking possession – The DEVELOPER / Party No. 3 upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Unit to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the DEVELOPER / Party No. 3 shall give possession of the said Unit to the Purchaser. The DEVELOPER / Party No. 3 agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the DEVELOPER / Party No. 3. The Purchaser agree(s) to pay the maintenance charges as determined by the DEVELOPER / Party No. 3 or Association of Purchasers, as the case may be.

7.3 The Purchaser shall take possession of the Unit within 15 days of the written notice from the DEVELOPER / Party No. 3 to the Purchaser intimating that the said Unit is ready for use and occupancy.

7.4 THAT the Purchaser hereby agrees not to occupy the said Unit without prior written permission of the DEVELOPER / Party No. 3 else Purchaser shall be treated as a trespasser.

7.5 THAT the DEVELOPER / Party No. 3 does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the

payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the DEVELOPER / Party No. 3 will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Unit hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Units chosen by the Purchaser to the DEVELOPER / Party No. 3.

7.6 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Unit chosen by Purchaser in the proposed multi-storied building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Unit Owners for the purpose of maintenance.

7.7 Failure of Purchaser to take Possession of Units: Upon receiving a written intimation from the DEVELOPER / Party No. 3 as per clause (7.1) the Purchaser shall take possession of the Units from the DEVELOPER / Party No. 3 by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the DEVELOPER / Party No. 3 shall give possession of the Units to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the DEVELOPER / Party No. 3 or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.8 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural

portions in the said Units and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.9 If within a period of five years from the date of handing over the Units to the Purchaser, the Purchaser brings to the notice of the DEVELOPER / Party No. 3 any structural defect in the Units or the building in which the DEVELOPER / Party No. 3 are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER / Party No. 3 at it's own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the DEVELOPER / Party No. 3, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Units, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the DEVELOPER / Party No. 3 shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change in plan or modification to the Specification are effected at the request of the Purchaser, or after taking Possession the Purchaser makes any changes/modifications in the Plan, Specifications or in any portion of Unit and Toilets, or while installation of Mirror, Hooks, Soap cases by drilling hole in the wall or due to negligence of Servant, resulting choakage of Pipeline due to which leakages or seepage happens, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Units resulting in damages of any

nature, then under such circumstances the DEVELOPER / Party No. 3 shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Units or any part thereof or permit the same to be used only for purpose of "Hospital/Clinic" for carrying on any Hospital/Clinic use. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the DEVELOPER / Party No. 3 shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The DEVELOPER / Party No. 3 shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor / Developer.

9.1 That if the Vendor & Developer has decides to submit the aforesaid property to the provisions of The Maharashtra Apartment Ownership Act, 1970, then only Deed of Declaration u/s 2 of the said Act shall be executed before execution of the Sale Deeds in favour of the Purchasers. In that case the title of Units 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 Sale Deed of Units and in the Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

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

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common

facilities as may be provided in the said Multi-storeyed Building shall be of common use of all the Units Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be affected or carried out by the Purchaser severally or jointly with any other Units Owner or Owners.

9.4 The DEVELOPER / Party No. 3 shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Units is situated. The DEVELOPER / Party No. 3 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.5 Within 15 days after notice in writing is given by the DEVELOPER / Party No. 3 to the Purchaser that the Units is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Units) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the DEVELOPER / Party No. 3 such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the DEVELOPER / Party

No. 3 provisional monthly contribution of as determined by the Promoter per month towards the outgoings. The amounts so paid by the Purchaser to the DEVELOPER / Party No. 3 shall not carry any interest and remain with the DEVELOPER / Party No. 3 until handing over the management of the said Building to the Association of Units Owners.

10. THAT, the PURCHASER shall on or before delivery of the said Unit keep deposited with the Vendor/Developer the following amounts.

- (i) Rs. _____/- for share money, Application entrance fees of the Society or Limited company/Federation/ Apex Body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited company/Federation/ Apex Body.
- (iii) Rs. _____/-for proportionate share of taxes and other charges/levies in respect of the Society or Limited company/Federation/ Apex Body.
- (iv) Rs. _____/- shall separately deposit with the Vendor / Developer towards his/her/their share of maintenance fund. The Vendor / Developer shall hand over the deposits collected from the individual purchasers to the elected body of the association of Units Owners.
- (v) Rs. _____/- for deposit towards Water, Electric and other utility and services connection charges and
- (vi) Rs. _____/- for deposits of Electrical receiving and sub - station provided in the building.

- The above-mentioned amounts are based on estimate only. However, the actual amounts will be as demanded by the Developer at appropriate time.

11. The Purchaser shall pay to the DEVELOPER / Party No. 3 a sum of Rs. _____/- for meeting all legal costs, charges and expenses including professional costs of the Attorney at Law / Advocates of the DEVELOPER / Party No. 3 in connection with the formation of the said Society or Limited

company or Federation or Apex Body and for preparing its Rules, Regulations, and Bye-laws and cost of preparing and engrossing the conveyance or assignment of the Lease.

12. At the time of registration of Conveyance of structure of the building, the Purchaser shall pay to the DEVELOPER / Party No. 3, the Purchaser share of Stamp Duty and Registration charges payable, by the said Society or limited company on such Conveyance or any documents or instrument of transfer in respect of the structure of said land to be executed in favour of the Apex Body or Federation or Society.

**13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/
PARTY NO. 3:**

The DEVELOPER / Party No. 3 hereby represent and warrants to the Purchaser as follows:

i. The Vendor/Party No. 1 has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and Developer / Party No. 3 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 DEVELOPER / Party No. 3 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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 DEVELOPER / Party No. 3 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The DEVELOPER / Party No. 3 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 Purchaser created herein, may prejudicially be affected;

vii. The DEVELOPER / Party No. 3 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 Units which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The DEVELOPER / Party No. 3 confirms that the DEVELOPER / Party No. 3 is not restricted in any manner whatsoever from selling the said Units to the Purchaser in the manner contemplated in this Agreement;

x. At the time of execution of the Sale Deed of the Unit in favour of the Purchaser, the DEVELOPER / Party No. 3 shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Unit Owners;

xi. The DEVELOPER / Party No. 3 has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of Possession or Completion whichever is earlier of the said project.

xii. 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 DEVELOPER / Party No. 3 and/or the DEVELOPER / Party No. 3 in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser or herself /himself /themselves with intention to bring all persons into whosoever hands the Units may come, hereby covenants with the DEVELOPER / Party No. 3 as follows :-

i. To maintain the Units at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Units is taken and shall not do or suffer to be done anything in or to the building in which the Units 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 Units is situated and the Units itself or any part thereof without the consent of the local authorities, if required.

ii. The Purchaser hereby specifically agrees with the DEVELOPER / Party No. 3 that even after taking over the actual possession of the Units chosen by Purchaser, the Purchaser will not object or prevent or obstruct the DEVELOPER / Party No. 3 in any way in carrying on and completing the work of other Units in the said building and keeping building materials on the available open land.

iii. Not to store in the Units 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 Units 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 Units is situated, including entrances of the building in which the Units is situated and in case any damage is caused

to the building in which the Units is situated or the Units on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iv. To carry out at **her/his/their** own cost all internal repairs to the said Units and maintain the Units in the same condition, state and order in which it was delivered by the DEVELOPER / Party No. 3 to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Units is situated or the Units which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Units is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit without the prior written permission of the DEVELOPER / Party No. 3 and/or the Association of the Unit Owners.

vi. Not to do or perform any activity, which will result in damages to the said Unit and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Units is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

ix. Pay to the DEVELOPER / Party No. 3 within fifteen days of demand by the DEVELOPER / Party No. 3, his/her/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 Unit is situated.

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

x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Units until all the dues payable by the Purchaser to the DEVELOPER / Party No. 3 under this Agreement are fully paid up.

xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Units Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit's therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Unit Owners regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards

the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Units Owners, the Purchaser shall permit the DEVELOPER / Party No. 3 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. THAT, in case extra amenities such as Solar system etc. are required to be provided in the complex, other than the ones specified in SCHEDULE "E" then the expenses to be made on them shall be borne by the PURCHASER proportionately along with the other Units Owners in the said complex and all the Units owners should have 100% consensus for the same.

xiv. In case some of the Unit in the said Project remains unsold, even after completion of the same, then the Vendor/Party no. 1 and DEVELOPER / Party No. 3 shall bear and pay the regular Maintenance Charges payable for such unsold Units.

15. The DEVELOPER / Party No. 3 shall maintain a separate account in respect of sums received by the DEVELOPER / Party No. 3 from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Units hereby agreed to be sold to him/her/their and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the DEVELOPER / Party No. 3 until the

management of the said Building maintenance is handed over to the Association of Units Owners as hereinbefore mentioned.

17. 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.

18. The DEVELOPER / Party No. 3 shall not mortgage or create a charge

After the DEVELOPER / Party No. 3 executes this Agreement, he/she/they shall not mortgage or create a charge on the Unit 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 Purchaser who has taken or agreed to take such Units.

19. BINDING EFFECT :

Forwarding this Agreement to the Purchaser by the DEVELOPER / Party No. 3 does not create a binding obligation on the part of the DEVELOPER / Party No. 3 or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER / Party No. 3. If the Purchaser(s) fails to execute and deliver to the DEVELOPER / Party No. 3 this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER / Party No. 3, then the DEVELOPER / Party No. 3 shall serve a notice to the Purchaser for

rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT :

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

21. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

23. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain

valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the said Project.

25. 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.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the DEVELOPER / Party No. 3 through its authorized signatory at the DEVELOPER / Party No. 3's Office, or at some other place, which may be mutually agreed between the DEVELOPER / Party No. 3 and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the DEVELOPER / Party No. 3 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.

27. The Purchaser and/or DEVELOPER / Party No. 3 shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the DEVELOPER / Party No. 3 will attend such Office and admit execution thereof.

28. That all notices to be served on the Purchaser and the DEVELOPER / Party No. 3 as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the DEVELOPER / Party No. 3 by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Notified Email ID : _____

Name of Purchaser
(Purchaser's Address)

M/s. Concrete Developers

Plot No. 3 & 4, Gauri Heights, Canal Road, Ramdaspath, Nagpur-440010

Notified Email ID : cd@concretedevelopers.com

It shall be the duty of the Purchaser and the DEVELOPER / Party No. 3 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 DEVELOPER / Party No. 3 or the Purchaser, as the case may be.

27. JOINT PURCHASERS:

In case there are Joint Purchasers all communications shall be sent by the DEVELOPER / Party No. 3 to the Purchaser whose name appears first and at the address given by **him/her/their** which shall for all intents and purposes to consider as properly served on all the Purchasers.

28. STAMP DUTY AND REGISTRATION :

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

29. DISPUTE RESOLUTION:

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

30. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

31. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and parcel of land bearing Plot No. 33/2 containing by admeasurement 1040.50 Sq. Mtrs. (OR 11200 Sq. Ft.) and (as per City Survey Record area is 1050.40 Sq. mtrs.) together all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 40, City Survey No. 1143 and Sheet No. 57 of Mouza – LENDHRA, situated at Central Bazar Road, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72 in Tahsil and District – NAGPUR and bounded as under :

ON THE EAST	-	BY CTS NO. 1141
ON THE WEST	-	BY CTS NO. 1144/2
ON THE NORTH	-	BY CTS NO. 1140
ON THE SOUTH	-	BY CENTRAL BAZAR ROAD

SECOND SCHEDULE ABOVE REFERRED TO FACILITIES IN THE
SCHEME:

COMMON AREAS

- The staircase area of the building, lifts, fire staircases, lobbies, and common entrances and exits of the building.
 - Security guard cabin area.
 - Installation area such as electricity, water, sanitation, solar water system.
 - Water tanks, sumps, motor, backup unit, ducts and all apparatus connected with installation for common use.
 - Arrangement of water supply through well/ bore well.
-
-

SCHEDULE 'A'

(Description of Units hereby agreed to be sold)

Name of Building :-

"RAGHAV HEALTH STAR"

Unit No.	Floor	Carpet Area Sq. Mtrs	Balcony Area Sq. Mtrs.	Undivided Share of Land (%)

The Said Units is bounded as under :

ON THE EAST

-

ON THE WEST

-

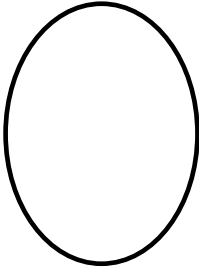
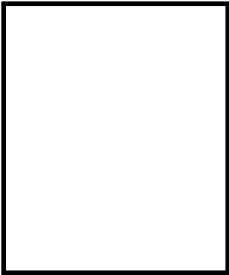
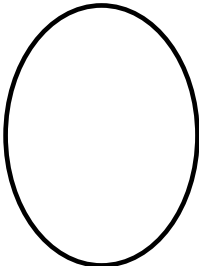
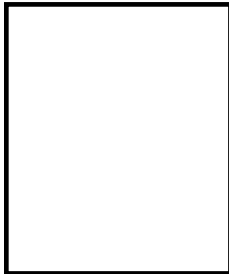
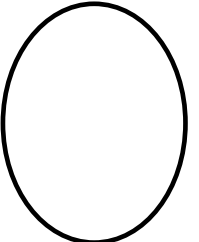
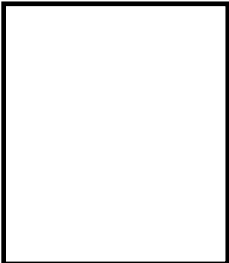
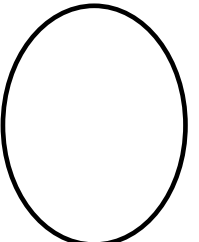
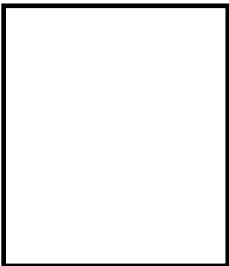
ON THE NORTH

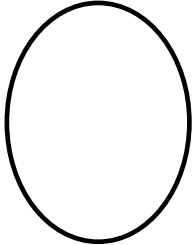
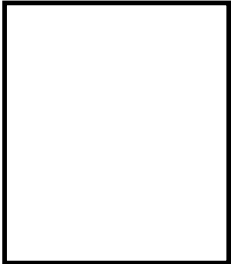
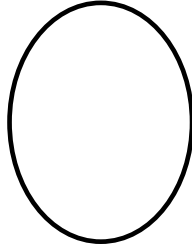
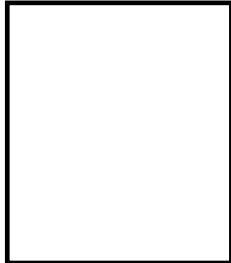
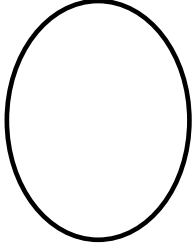
-

ON THE SOUTH

-

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

SR. NO.	FINGER PRINT (LIFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
1.			(SANJAY NAGORAO PAIDLEWAR) Acting through Power of Attorney holder for (SAMEER DATTATRAY MEGHE) (VRINDA SAMEER MEGHE) <u>VENDOR/PARTY NO. 1</u>
2.			(_____)
3.			(_____) <u>PURCHASER / PARTY NO.2</u>
			For CONCRETE DEVELOPERS (SANJAY NAGORAO PAIDLEWAR) PARTNER

			<div>(NITISH RAMESHCHANDRA CHORDIA) PARTNER <u>DEVELOPER/DEVELOPER/PARTY</u> <u>NO. 3</u></div>
			<div>(_____) <u>WITNESS - I</u></div>
			<div>(_____) <u>WITNESS - II</u></div>

ANNEXURE –E

(SPECIFICATIONS)

Foundation Structure

- RCC Frame Structure in high Strength OPC cement of reputed Brand and TMT steel. Anti-termite treatment. Being in seismic zone, precautions and safeguards against earth-quake to be ensured.

Walls

- AEC Blocks -External 9" & 6" Brick Work,
- Internal-Bare shell

Wall Finish and Painting

- External: sand- face plastering. Two coats of acrylic paint.
- Fungus Resistant paint: coat of Silicon base anti-fungal paint.

Flooring

- Lobby and stair case: Granite trades and risers.
 - Air-condition entrance lobby on Ground Floor with Italian Marble flooring
 - Parking: ISI make pavement block flooring..
-

Doors

- Glass Door at entrance.

Windows

- Aluminum or UPVC windows frame with shutters with plain glass.
- Well painted M.S, grills to all the windows.

Plumbing

- CPVC pipes and fittings of reputed company for all concealed piping.
- “B” class pipe for external water supplies.
- SWR pipes of reputed company for all soil and waste water line.

Water Tank And Supply

- For Municipal water supply Underground tank with sufficient-capacity with direct connections to all kitchens .
- **Well water supply-** Overhead tank for toilets general use which shall be connected from the common well in the plot. For lifting well water 1.5 to 2.00 HP Motor to be provided.

Electrical fitting

- Separate electric supply for each floor with individual meter.
 - Light points in common area, staircase lobby.
-

Telecom points

- One telephone point in each Unit.

Foyer

- Attractive, gorgeous Entrance Foyer.

Lift

- Four Numbers lifts of Kone or Otis with V3F Drive and powder coated interior.

Drive Way

- Shall be of cement Drive way over properly consolidated base with designer pavement flooring.

Compound Wall

- 5 feet compound wall in Brick work to demarcate the boundaries.

Main Gate

- 10 to 15 fit wide with small entry gate

Ceiling

- All precautions should be taken against possible seepage of water.
-

POP

- P.O.P ceiling in common area with spot light fixtures.

D.G Set

- D.G set for Power backup of 500 KVA with change Over switch .

STP

- Sewage Treatment Plant as per norms.

Parking

- Automated Mechanical Shuttle parking for _____ cars will be provided.

Special Common Amenities

- Solar power for common area facilities.
 - Intercom facility for Security.
 - Automatic Water Level Controller.
 - Landscaping in common areas.
 - RFID Controlled Boom barriers at Main Gate.
 - CCTV Network in common areas.
 - Public Address system in Designated Common areas.
 - Provision of EV Charging point.
 - Flat Screen TV in Ground Floor Lobby Area.
-

LIST OF ANNEXURES

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Vendor / Developer to the project land).

ANNEXURE –C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Units agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE –E

Specification and amenities for the Units),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)
