

VALUED AT Rs. _____ /-
AS PER GOVT. R.R. VALUED AT Rs. _____ /-
STAMP DUTY OF RS. _____ /- PAID HEREWITH
BEARING CITY SURVEY NO. 27, SHEET NO. 486/19,
OF MOUZA – WANJRA, TAHSIL & DISTRICT – NAGPUR.

THIS DEED OF AGREEMENT is made and executed
at Nagpur on This _____ Day of _____, 2022.

BY AND BETWEEN

M/S. RadheSandesh Infra LLP, a Partnership Firm,

Having its registered office at

House No-143 A, Mohata Kunj,

Ramdaspath, Shankar Nagar, Nagpur 440010.

Represented by & acting through Designated Partner,

Shri Kishor S/o Ramkishan Murarka,

Aged about 37 years, Occupation – Business,

OAK INSIGNIA, S/o Ramkisan Murarka, Modi No. 2, Murarka
Printing Press, Sitabuldi, Nagpur, Maharashtra - 440012.

Hereinafter referred to and called the “**Promoter/ Consenter**”
which term and expression shall, unless inconsistent with the
context or contrary to the meaning thereof, always mean and
include the said **PROMOTER/Consenter**, as well as its/his
respective heirs, legal representatives, successors, executors,
partners, assigns etc. of the **ONE PART**;

Shri Navneet S/o Yogendranath Singh Aged 67year Occupation
Business (PAN AWGPS9836E & Aadhar 624953297931), **Shri**
Vineet S/o Yogendranath Singh Aged 59 year Occupation
Business (PAN ACAPS9757N & Aadhar 221491252082) , **Shri**
Praneet S/o Yogendranath Singh Aged 55 year Occupation
Business (PAN AKNPS9493E & Aadhar 879672420155), **Shri**
Rajeev S/o Lt. Manmohan Lal Beohar Aged 68 year Occupation
Business (PAN AEVPB4344P & Aadhar 574764791816) & **Shri**
Mukesh S/o Lt. Manmohan Lal Beohar Aged 59 year Occupation
Business (PAN AEFPB9986D & Aadhar 840998338790) (**Land**

Owners) Hereinafter referred to and called the “**Land Owner**” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **Land Owner**, as well as its/his respective heirs, legal representatives, successors, executors, partners, assigns etc. of the **SECOND PART**;

AND

1. _____
(PAN – _____ , AADHAAR No. _____)
 Aged about ____ years, Occupation – _____,
 (Mob. No. _____)
2. _____
(PAN – _____ , AADHAAR No. _____)
 Aged about ____ years, Occupation – _____
 Both R/o. _____ , Nagpur –
 440 _____ .

Hereinafter jointly referred to and called the “**ALLOTTEE**” which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said **ALLOTTEE**, as well as their heirs, legal representatives, successors, executors, assigns etc. of the **OTHER PART**.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS ALL THOSE Pieces and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot Nos. 303 and 304 in Civil Station Expansion Scheme, containing by total admeasurement 20518 Sq. Ft. (OR 1906.186 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 29 of Mouza – GADGA, bearing City Survey No. 1111 and Sheet No. 24 of Mouza – GADGA, situate at West High Court Road, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.

70 in Tahsil and District – NAGPUR, Originally belonged to Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh, Shri. Manoharlal S/o Shrilal Beohar and Smt. Kamla W/o Lt. Col. Manmohan Lal Beohar, having been acquired the same by them jointly from The Nagpur Improvement Trust on Leasehold Rights for a term commencing from 1-4-1983 and ending on 31-3-2013 by an Indenture of Lease Dated 23-5-1997; AND

WHEREAS the said Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh, Shri. Manoharlal S/o Shrilal Beohar and Smt. Kamla W/o Lt. Col. Manmohan Lal Beohar lateron constructed a Building on the said Plots of land known and styled as "Saroj Talkies" (lateron called "Sudama Theatre") covering a Built-up area of 732.73 Sq. Mtrs. in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. CS/4218/3529 Dated 21-9-1962; AND

WHEREAS the said Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh, Shri. Manoharlal S/o Shrilal Beohar and Smt. Kamla W/o Lt. Col. Manmohan Lal Beohar lateron executed a Family Settlement Deed between them on 29-2-1996 and thereby the Undivided 50% share and interest in the said Plot Nos. 303 and 304 was allotted to the exclusive share of Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh absolutely forever with heritable and transferable rights therein. By the same Deed the Undivided 30% share and interest in the said Plot Nos. 303 and 304 was allotted to the exclusive share of Shri. Manoharlal S/o Shrilal Beohar absolutely forever with heritable and transferable rights therein and the remaining Undivided 20% share and interest in the said Plot Nos. 303 and 304 was allotted to the exclusive share of Smt. Kamla W/o Lt. Col. Manmohan Lal Beohar absolutely forever with heritable and transferable rights therein; AND

WHEREAS during his life time the said Shri. Manoharlal S/o Shrilal Beohar executed his LAST WILL AND TESTAMENT on 15-3-2003 and thereby he had bequeathed his Undivided 30% share and interest in the said Plot Nos. 303 and 304 to Shri. Praneet S/o Late Shri. Yogendranath Singh absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Shri. Manoharlal S/o Shrilal Beohar breathed his last on 15-11-2007 and consequent upon his death/demise his Undivided 30% share and interest in the said Plot Nos. 303 and 304 devolved upon Shri. Praneet S/o Late Shri. Yogendranath Singh in terms of his Last Will Dated 15-3-2003; AND

WHEREAS the said Smt. Kamla W/o Lt. Col. Manmohan Lal Beohar left for heavenly abode on 3-12-2012 and consequent upon her death/demise her Undivided 20% share and interest in the said Plot Nos. 303 and 304 devolved upon her husband Lt.

Col. Manmohan Lal Beohar and 2 sons namely Shri. Rajeev and Shri. Mukesh, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS during the course of time the said Lt. Col. Manmohan Lal Beohar left for heavenly abode on 31-12-2013 and consequent upon his death/demise his share in the aforesaid property devolved upon his 2 sons namely Shri. Rajeev and Shri. Mukesh, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS on expiration of the Original term of Lease, the Nagpur Improvement Trust lateron extended the same for a further term commencing from 1-4-2013 and ending on 31-3-2043 by executing a Renewed Indenture of Lease regarding the aforesaid Plots in favour of Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh, Shri. Praneet S/o Late Shri. Yogendranath Singh, Shri. Rajeev S/o Lt. Col. Manmohan Lal Beohar and Shri. Mukesh S/o Lt. Col. Manmohan Lal Beohar on 10-7-2018, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 3642 on 12-7-2018; AND

WHEREAS the said Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh also left for heavenly abode on 15-12-2018 (her daughter Mrs. Vijayalakshmi W/o Shivkumar Khare pre-deceased her on 3-2-2015) and consequent upon her death/demise her Undivided 50% share and interest in the said Plot Nos. 303 and 304 devolved upon her 3 sons namely Shri. Navneet, Shri. Vineet and Shri. Praneet, son-in-law Shri. Shivkumar S/o Pannalal Khare and 2 Grandsons namely Shri. Saurav S/o Shivkumar Khare and Shri. Gaurav S/o Shivkumar Khare, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Praneet S/o Late Shri. Yogendranath Singh, Shri. Shivkumar S/o Pannalal Khare, Shri. Saurav S/o Shivkumar Khare and Shri. Gaurav S/o Shivkumar Khare lateron relinquished their respective rights, title and interest in respect of the share inherited by them consequent upon the death of Late Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh in favour of Shri. Vineet S/o Late Shri. Yogendranath Singh and Shri. Navneet S/o Late Shri. Yogendranath Singh by a Deed of Relinquishment/Release Dated 1-6-2022, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5486 on even date. However the said Shri. Praneet S/o Late Shri. Yogendranath Singh had retained his Undivided 30% Percent share in the said property for his exclusive use and occupation; AND

WHEREAS the said Shri. Navneet S/o Late Shri. Yogendranath Singh, Shri. Vineet S/o Late Shri. Yogendranath Singh, Shri. Praneet S/o Late Shri. Yogendranath Singh, Shri. Rajeev S/o Lt. Col. Manmohan Lal Beohar and Shri. Mukesh S/o Lt. Col. Manmohan Lal Beohar by an Agreement Dated 14-9-2022 had jointly agreed to sell the aforesaid property comprising Plot Nos. 303 and 304 Togetherwith the existing

Building standing thereon known and styled as “Sudama Theatre” to M/s. Radhesandesh Infra LLP, the Vendor hereinabovenamed upon the several terms and conditions contained therein. The said Agreement to Sell Dated 14-9-2022 is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8386 on even date on payment of requisite Stamp Duty of Rs. 2,22,25,000/- and Full Registration Fees of Rs. 30,000/- Only payable thereon. In pursuance of the said Agreement the said Shri. Navneet S/o Late Shri. Yogendranath Singh, Shri. Vineet S/o Late Shri. Yogendranath Singh, Shri. Praneet S/o Late Shri. Yogendranath Singh, Shri. Rajeev S/o Lt. Col. Manmohan Lal Beohar and Shri. Mukesh S/o Lt. Col. Manmohan Lal Beohar lateron executed a Sale Deed relating to the aforesaid property in favour of the Vendor on -2-2023 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. ____ on even date. As a result therefore the Vendor hereinabovenamed has now become an exclusive, absolute and full Owner of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS the Vendor has decided to develop the aforesaid property into a COMMERCIAL ESTATE by constructing a Multistoreyed building thereon consisting of various Shops/Commercial Premises therein; AND

WHEREAS accordingly it prepared a Plan of a Multistoreyed building proposed to be constructed on the said Plot Nos. 303 and 304 and to be known and styled as “ICONIC SUDAMA” and the same is duly sanctioned by the Deputy Engineer, Town Planning of the Nagpur Municipal Corporation vide his Building Permit No. NMO/B/2023/APL/01086 Dated 17-1-2023. Shri. _____, having its Office at _____ bearing No. _____ has been appointed as an Architect of the said Project; AND

WHEREAS the Vendor has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. P _____ Dated _____; AND

WHEREAS the Vendor does hereby declare that the aforesaid property is Nagpur Improvement Trust Leasehold land. The Vendor has not availed any Project Finance/any Financial assistance against the aforesaid property from any Financial Institutions; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable. The Vendor has given the inspection of all the relevant title deeds, legal papers, sanctions and permissions accorded by the sanctioning authority to the proposed project to the Purchaser to her/his full satisfaction; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Building. The Purchaser has satisfied herself/himself regarding the Carpet Area/Built-up area of the proposed Shops/Commercial Premises and proportionate share in land to be allotted to such Shops/Commercial Premises by the Vendor; AND

WHEREAS the Purchaser being desirous of owning some Shops/Commercial Premises in the said Multistoreyed building for her/his Commercial use with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided ____ Percent (i.e. ____% + ____%) share and interest in the said Plot Nos. 303 and 304 TOGETHERWITH the entire R.C.C Superstructure comprising Shops/Commercial Premises No. ____ and ____ on the ____ FLOOR of a building proposed to be constructed thereon; AND

WHEREAS considering her/his request and after detailed negotiations and in terms of Agreement to Sell Dated 14-9-2022 the Vendor has now agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

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

1. The Promoter shall construct the aforesaid Project consists of a Multistoried Building consisting of 2 Basement, Lower Ground Floor, Uper Ground Floor and 5 (Five) Upper Floors. The 2 Basement Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

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

1.a i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building ____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/- which includes :

1.b The total aggregate consideration amount for the said Apartment excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is thus Rs. _____/-.

1.c The Allottee has paid on or before execution of this agreement a sum of Rs _____

(Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to

that Promoter the balance amount of Rs (Rupees) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

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

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, 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 Promoter Party) up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each installment.

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

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

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

1.g The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter

1.h The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area above the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 Time is essence for the Promoter Party as well as the Allottee. The Promoter Party shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the

completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter Party as provided in clause 1 (c) herein above. (**"Payment Plan"**).

3. The Promoter hereby declares that the Floor Space Index available as on date _____ in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter Party agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter Party, 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 Allottee to the Promoter Party under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter Party.

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

Provided that, Promoter Party shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail

at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Promoter Party 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 Promoter Party shall refund to the Allottee, subject to deduction of a sum of Rs. ____/- (Rupees _____) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter Party.

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 Promoter Party in the said building and the Apartment as are set out in *Annexure 'C', annexed hereto*.

6. The Promoter Party shall give possession of the Apartment to the Allottee on or before _____. If the Promoter Party fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Promoter Party shall not deliver the actual physical possession of the said Apartment to the Allottee until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and etc. are paid by the Allottee in full to the Promoter Party hereto.

Provided further that the Promoter Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the

completion of building in which the Apartment is to be situated is delayed on account of –

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

7.1 Procedure for taking possession – The Promoter Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing or through email, the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 months (Three Months) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Allottee. The Promoter Party agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter Party or Association of Allottees, as the case may be.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice/email from the Promoter Party to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter Party as per clause (7.1) the Allottee shall take possession of the Apartment from the Promoter Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter Party shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, to the Promoter Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Allottee.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter Party, compensation for

such defect in the manner as provided under the Act.

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

7.6 The Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Allottee shall be treated as a trespasser.

7.7 The Allottee 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 Apartment and not cause any damage to the structural portions. In the like manner the Allottee 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 Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 The Vendor/Promoter Party does hereby agree with the Allottee 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 Allottee, the Vendor/Promoter Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.

7.9 In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee 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 or modification to the Specification are effected at the request of the Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect.

8.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *Residence" for carrying on any Residential use. He shall use the parking space only for purpose of keeping or parking vehicle.

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

9.1 The Promoter Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Allottees. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors in title.

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

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

as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Allottee severally or jointly with any other Apartment Owner or Owners.

9.4 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority

9.5 The Promoter Party shall, within 3 (THREE) Months from the date possession date or from the date execution of sale deed the right, title and the interest of the Vendor/ Promoter Party and/or the dedicate the property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all owners in the said structure of the Building in which the said Apartment is situated. The Promoter shall not be held responsible for any delay on behalf of the association members for providing relevant information of members, executive body, Adhoc-committee members, bank account opening of association etc etc and for non-co-operation of members due to any reason whatsoever.

9.6 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.7 Within 15 days after notice in writing is given by the Promoter Party to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s

namely local taxes viz. 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 Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter Party such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings from the date of possession/Sale deed & shall be deducted from the association deposit/corpus fund of members for the amount paid by the developer. The amounts so paid by the Allottee to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.

10 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee 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.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY:

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

- i. The Promoter Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter Party 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 Promoter Party 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 Promoter Party 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;
- vii. 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter Party confirms that the Promoter Party is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
- x. At the time of execution of the Sale Deed of the Apartment in favour of the Allottee, the Promoter Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- xi. The Promoter Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- 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 Vendor and/or the Promoter Party in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter Party as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Allottee hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or prevent or obstruct the Promoter Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter Party to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter Party and/or the Society/ Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated
- x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xi. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter Party under this Agreement are fully paid up.
- xii. The Allottee shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiv. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or

without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof

- xv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.
- xvi. The Allottee shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Allottee/s have deemed to be done the work at his/her/their respective consequences and liability.

15. The Promoter Party shall maintain a separate account in respect of sums received by the Promoter Party from the Allottee 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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

. 18. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter Party does not create a binding obligation on the part of the Promoter Party or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for

registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter Party. If the Allottee(s) fails to execute and deliver to the Promoter Party this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter Party, then the Promoter Party shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT :

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

20. RIGHT TO AMEND :

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :

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

22. 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.

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

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

24. 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.

25. PLACE OF EXECUTION :

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

26. The Allottee and/or Promoter Party 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 Promoter Party will attend such Office and admit execution thereof.

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

- 1. MR._____
- 2. MRS._____
- (Name of Allottee)
- Both R/o _____
- (Allottee's Address)

Notified Email ID : _____

Shri Kishor S/o Ramkishan Murarka

Designated Partner and Authorised Signatory

RadheSandesh Infra LLP

House No-143 A, Mohata Kunj Ramdaspath, Shankar Nagar,
Nagpur 440010

(Address of Promoter Party)

Notified Email ID: _____

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

28. JOINT ALLOTTEES :

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

29. STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSCIATION DEPOSIT : 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 Allottee. Additionally the Allottee shall bare the expenses of Rs_____/ - towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/ - (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)

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

31. 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 will have the jurisdiction for this Agreement.

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

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

FIRST SCHEDULE ABOVE REFERRED TO

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Khasra No.____ containing by admeasurements _____ Sq. Mtrs. of Mouza – _____, including all easementary rights appurtenant and belonging thereto, situate at Village – _____, within the limits of _____ri, in Tahsil –and District – NAGPUR and bounded over as under :-

ON THE EAST	-	_____
ON THE WEST	-	_____
ON THE NORTH	-	_____
ON THE SOUTH	-	_____

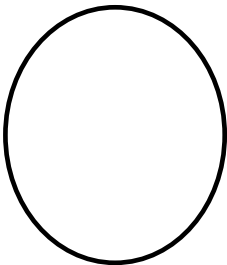
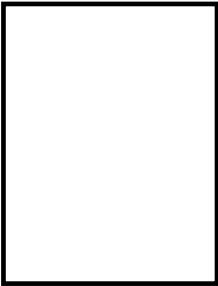
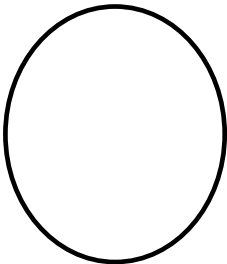
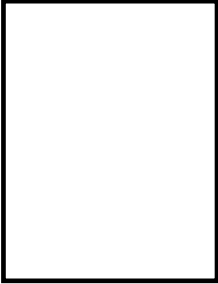
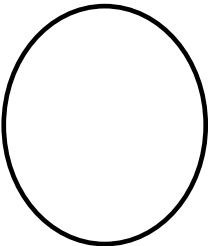
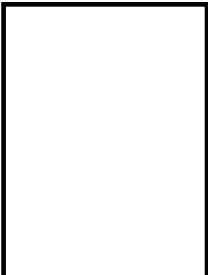
Note: Undivided Share in land does not include the area of covered parking in the Building scheme.

SECOND SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising **FLAT _____** on the **GROUND FLOOR** of the Residential Building, as per the Deed of Declaration Registered on dated _____,out of the Complex to be known and styled as **“OAK Shantiniketan”** constructed on the aforesaid land covering a **Carpet Area _____Sq. Mtrs.,** (Built-up area of _____Sq. Mtrs.), including proportionate area any share in stair case and balconies for upper floors, **TOGETHER WITH UNDIVIDED _____% share** and interest in the aforesaid Plotable area of _____ sq. mtrs.

IN WITNESS WHEREOF the VENDOR, the ALLOTTEE and the

CONFIRMING PARTY herein above named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written

SR. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			<p>For RadheSandesh Infra LLP</p> <p>(_____) Kishor S/o Ramkishan Murarka (AUTHORIZED PARTNER)</p>
02			<p>FOR Shri Navneet S/o Yogendranath Singh , Shri Vineet S/o Yogendranath Singh , Shri Praneet S/o Yogendranath Singh , Shri Rajeev S/o Lt. Manmohan Lal Beohar & Shri Mukesh S/o Lt. Manmohan Lal Beohar (Land Owners)</p> <p>LAND OWNER</p> <p>(_____) Kishor S/o Ramkishan Murarka (POA HOLDER)</p>
02.			<p>(_____) ALLOTTEE</p>

WITNESSES :

(1) _____

(2) _____

LIST OF ANNEXURE

- Annexure “A” : Property Card
- Annexure “B” : Building
Commencement Certificate
- Annexure “C” : Sanctioned Plan of the Project
- Annexure “D” : Copy of Floor Plan
- Annexure “E” : Authenticated copy of Registration
Certificate of the Project granted by the Real
EstateRegulatory Authority.