AGREEMENT TO SELL

For Rs. _____

(Rupees _____

_____Only)

Market Value Rs. _____

(**For Apartment No. _____ on _____ Floor in "RACHANA PURVA " located** at Plot No. 05, Municipal House No. 437/A/5 , Jagdish Nagar, Katol Road, CTS No. 652, Sheet No. 1/30, Kh. No. 22/1-2-3/3, MauzaBorgaon, Tah & Dist.Nagpur)

(Ready Reckoner Rate Rs. _____ per Sq.Mtrs.)

THIS **Agreement to Sell** is made and executed on this _____ day of _____ _____ by and between:

M/s. RACHANA DEVELOPERS, (Income Tax Permanent Account No. AALFR2940R), A Partnership Firm duly registered under the Indian Partnership Act, 1961 bearing Registration No. NGP-11656/2010-11, having its Office at "Lotus", 4th Floor, Plot No. 5, Gorepeth Layout, West High Court Road, Dharampeth, Nagpur – 440 010, and acting through its Authorized Partner **SHRI. RAUNAK S/o. SHISHIR DIOTE**, Age- 33 Years, Occupation – Business, Resident of 153/B, Shivaji Nagar, Nagpur-440 010, Tahsil and District – NAGPUR,

HEREINAFTER called or referred to as **'the VENDORS/DEVELOPERS/PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said VENDORS/DEVELOPERS/PROMOTERS above named, its successors, executors, administrators, the successors-in-business and or in-title, assignees and or administrators as the case may be) ……THE PARTY OF THE FIRST PART.

AND

(1) Shri./Smt./Ms._____

s/o/d/o/w/o_____

PAN No. _____/Adhaar No._____

Aged about_____ yrs., Occ: _____

(2) Shri./Smt./Ms._____

s/o/d/o/w/o_____

PAN No. _____/Adhaar No._____

Aged about_____ yrs., Occ: _____

(3) Shri./Smt./Ms._____

s/o/d/o/w/o_____

PAN No. _____/Adhaar No._____

Aged about_____ yrs., Occ: _____

All

R/o_____

_____

_____

With Purchaser No. _____ acting through his/her/their constituted power of attorney holder**Shri./Smt./Ms._____s/o / d/o /w/o_____ PAN No. _____/Adhaar No._____**

Aged about_____ yrs., Occ: _____

R/o_____

_____

HEREAFTER called or referred to as **"THE APARTMENT PURCHASER OR PURCHASER/S/ALLOTTEE/S"**(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Apartment Purchaser above named, as also his/her/their respective heirs, successors, executors and administrators) ..... THE PARTY OF THE OTHER PART.

1. RECITALS

1. WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:

i. **CARPET AREA** as defined by The Real Estate (Regulation and Development) Act, 2016 (RERA)means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PURCHASER/S/ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASER/S/ALLOTTEE, but includes the area covered by the internal partition walls of the apartment.

ii. **BALCONY AREA** for the purpose of this Agreement is defined as Balcony Area as shown in the sanctioned building plans by the local authority.

iii. **COMMON AREA** as per sub-section of section 2 of the Real Estate (Regulation and Development) Act, 2016, is defined as entire land, staircases, lifts, passages, lobbies, entrance, basements, podiums, top terrace, open spaces, open parking areas, areas under services, water tanks, sumps, pump rooms, amenities etc., This common area will be calculated for the entire project and will be divided equally over the number of Apartments in the project to arrive at proportionate common area of each apartment

iv. **COMMON EXPENSES** shall mean and include a proportionate share of the costs, charges and expenses for working, maintenance, upkeep, repairs and

replacement of the common area and amenities including proportionate share of the municipal taxes, property tax and other taxes and levies relating to or connected with the Project Building.

v. **DATE OF COMPLETION OF PROJECT** shall mean **30.06.2026 or further extended date duly sanctioned by the statutory authority**, being the date on or before which the VENDORS/DEVELOPERS/PROMOTERS undertakes to complete all the construction works in respect of Building **RACHANA PURVA** including common area as stipulated by the Sanctioning Authority.

vi. **DATE OF POSSESSION OF THE APARTMENT OR APARTMENT** shall always be deem to be co-terminus with the date of completion of Project.

vii. **INTEREST** shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the *quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.*

viii. **LIQUIDATED DAMAGES** shall mean an amount equivalent to 10 per cent of the Total Consideration of the Apartment under this agreement.

ix. **PROPORTION** shall mean the proportion of ratio which the Carpet Area of any Apartment or the Said Apartment bears to the summation of Carpet Areas of all the Apartments, being constructed in the Said Apartment Building for the time being.

x. **PROPORTIONATE UNDIVIDED SHARE IN LAND** shall mean the entitlement of each Apartment Owner to an undivided share and interest in total land area of Building RACHANA PURVA in the percentage expressed in the Deed of Declaration. Such percentage shall be computed by taking the percentage of RERA Carpet Area of each Apartment in relation to the total sanctioned Carpet Area as per the sanctioned Plan.

xi. **OPEN SPACE** shall mean and include the Open Spaces defined in the sanctioned layout on which the VENDORS/DEVELOPERS/PROMOTERS shall / may develop various facilities and amenities for common use of the entire township in the layout as per the sanctioning norms and as allowed in Development Control Regulations.

xii. **RELEVENT APPLICABLE LAW** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, of any Laws for time being in force including Laws relating to lands, Immovable Properties, Transfer of Property, Real Estate (Regulation and Development) Act 2016 (RERA), Maharashtra Ownership of Flats Act 1963 and Maharashtra Apartment Ownership Act 1970 to the extent not repealed and any judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

2. TITLE CHAIN

WHEREAS, by virtue of Sale Deed dated 18.02.2017 registered at Sr. No. 899-2017 at the office of Sub Registrar Nagpur 1 the PROMOTER/S/VENDOR/S is the Owner of all that piece and parcel of Land property admeasuring about 2.43 Hectares i.e. 6.00 acres on Northern portion out of the entire land of 4.05 Hectares i.e.10 acres bearing Khasra No. 22/1, 2, 3/3, Rental Rs. 10/- held in Occupancy Class-1 Rights out of Mouza -Borgaon, P.S.K. 8 A, CTS No. 652, Sheet No. 1/30, with other easementary rights appurtenant and belonging thereto, within the limits of Nagpur Municipal Corporation / Nagpur Improvement Trust in Tahsil and Dist. Nagpur, having purchased the same from Shri. Panchamurti Shikshan Sanstha, Itwari, Nagpur, a Public Charitable Trust. AND;

WHEREAS, the above said land property is out of all those pieces and parcels of Agricultural lands bearing Khasra/Survey/Gut Nos. 22/1, 22/2 and 22/3, having an area of 7.14 Hectares, 5.99 Hectares and 4.04 Hectares respectively, thus total area of 17.17 Hectares, rental Rs. 20/- yearly, held in Occupancy Class-2 Rights of Mouza:

Borgaon, P.S.K. 8A, including all other easementary rights appurtenant and belonging thereto, situate at Borgaon, Nagpur City, within the limits of Nagpur Municipal Corporation/Nagpur Improvement Trust, Nagpur City in Tahasil and District: Nagpur AND;originally belonged to Shri. Marotrao KrishnaraoDumre and he was the recorded Owner of the said property as per Jamabandi Records for the year 1954-55. AND;

WHEREAS, the aforesaid Shri. Marotrao Krishnarao Dumre Left for heavenly abode on 07.06.1977 and consequent upon his death/demise, his aforesaid entire property devolved upon his Widow Smt. Janabai Dumre, only son Shri. Manohar Dumre and 2 daughters namely (i) Mrs. Anusayabai alias Malti Manohar Bujade and (ii) Mrs. Shakuntala alias Rekha Gajanan Gajapure jointly by way of intestate succession, being the only legal heirs of the deceased. AND;

WHEREAS, the aforesaid legal heirs of Late Shri. Marotrao Krishnarao Dumre namely (1) Smt. Janabai Marotrao Dumre, (2) Shri. Manohar Marotrao Dumre, (3) Mrs. Anusayabai alias Malti Manohar Bujade and (4) Mrs. Shakuntala alias Rekha Gajanan Gajapure Later on by a Deed of Partition dated 31.05.1978, partitioned their immoveable properties left by Late Shri. Marotrao Krishnarao Dumre in between them and in terms of which the aforesaid property comprising Khasra/Survey/Gut No. 22/1, 22/2 and 22/3 having a total area of 17.17 Hectares (i.e. 42.42 Acres), Rental Rs. 29.50 yearly held in occupancy class-2 Rights of Mouza- Boragaon, situated at Borgaon, Nagpur City in Tahsil and District Nagpur was allotted to the exclusive share of Shri. Manohar Marotrao Dumre and his son Shri. Ramkrishna Manohar Dumre jointly absolutely forever with heritable and transferable rights therein and the said partition deed is duly registered at the office of the Joint Sub-Registrar-2, Nagpur in Book No. 1, at Sr. No. 843, on even date. AND;

\WHEREAS, the aforesaid Shri. Manohar Marotrao Dumre and Shri. Ramkrishna Manohar Dumre later on in their turn jointly transferred/sold a piece of Agricultural Land having an area of 4.05 Hectares (i.e. 10.00 Acres) Comprising the southern portion of the entire land bearing Khasra/Survey/Gut No. 22/2 having an area of 5.99 Hectares (i.e. 14.80 acres), rental Rs. 10.15 Yearly, held in Occupancy Class-2 Rights of Mouza- Borgaon, Situated at Borgaon, Nagpur City in Tahsil and District- Nagpur by way of sale to Shri. Panchamurti Shikashan Sanstha, Itwari, Nagpur, the Vendor Trust above named by a sale deed dated 10.04.1981, which is duly registered at the office of the joint Sub-Registrar No. 2 Nagpur in Book No. 1 at Sr. No. 611 of 1981. As a result thereof the said Shri. Panchamurti Shikshan Sanstha ,Itwari, Nagpur (Hereinafter referred to as “the Trust”) had become an exclusive, absolute and full owner of the

aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in the all relevant records as also on 7/12 Extract (as per new Khasara No. 22/1-2, 3/3). AND;

WHEREAS, for the cogent reasons mentioned in the application filed by the TRUST before the Joint Charity Commissioner, Nagpur, and, as the Joint Charity Commissioner, Nagpur granted permission to sell the property in transaction mentioned in the schedule written hereunder, on the terms referred to in an Order, the TRUST had decided to sell ALL THAT Piece and Parcel of Agricultural land having an area of 2.43 Hectares (i.e. 6.00 Acres) out of the total extent of 4.05 Hectares (i.e. 10.00 Acres) of land to the VENDOR herein only and to utilize the sale proceeds thereof in its best interests and for the causes mentioned in the application filed before the Joint Charity Commissioner, Nagpur. AND;

WHEREAS, the TRUST has also obtained the permission of Honorable Joint Charity Commissioner, Nagpur for this Sale Transaction Vide Order dated 14.02.2017 in favour of the highest bidder i.e. VENDORS/DEVELOPERS/PROMOTERS herein. AND;

WHEREAS, the said land has been converted for use as Occupancy class-I by Sub-Divisional officer (Nagpur City) order under Revenue Case bearing No. 12/LND-18/2015-16 dated 17.6.2016. AND;

3. **NA ORDER**

WHEREAS,NA Order for the entire property being 4.05 Hectares including the said property, to be used for residential purpose, have been obtained vide **order bearing number Prastu Jilladhikari/Kavi No. 300/2017 on 17.03.2017** vide Revenue Case No. 228/NAP/34/2016-17.

4. PROPERTY CARD

WHEREAS, and the copy of the current **Property Card** of said Project Land is Annexed hereto as **Annexure A.** The said project land is free hold property and presently for establishing title no separate permission is required to be obtained from Government or any other authority; AND;

5. SANCTION OF LAYOUT PLAN

WHEREAS, Layout plan of the said property has been sanctioned by Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur vide **Letter No. ADTP/PL/4178 dated 04.05.2017 which is subsequently revised and sanctioned by Deputy Director Town Planning, Nagpur Improvement Trust, Nagpur vide Letter No. D.D.T.P./Pl./678 dated 19.09.2022**, annexed hereto as **Annexure B** and terms and conditions of the sanction are duly written down in the Development Agreement of even date executed by PROMOTER/S/VENDOR/S and Nagpur Improvement Trust, Nagpur. AND;

6. RELEASE LETTER

WHEREAS, Plot No. 05, subject land of this Deed is carved out of the above sanctioned layout, admeasures **4431.42 Sq. Mtrs.,** and this Plot along with other plot have been released by Nagpur Improvement Trust vide **letter of Release bearing No. EE (West)/2276 dated 11.11.2022** Annexed hereto as **Annexure C** and thereby PROMOTER/S/VENDOR/S is free to develop the same into a residential property and carry out construction of residential project in line with sanctions accorded by the concerned competent authorities and the Plot No. 05 more particularly described in the Scheduled I mentioned hereinafter (Hereinafter referred to as the "**Said Project Land Property/Said Property**") AND;

7. BUILDING PERMIT

WHEREAS, the residential building **RACHANA PURVA** is proposed to get constructed on Plot No. 05 as per Building Permit and Plans sanctioned by NIT vide **Building Permit No.B.E. (West)/Case No. 26112256 /Tracking No. 202207073/167 dated 25.07.2023**Annexed hereto as **Annexure D.**AND

8. DEED OF DECLARATION

WHEREAS, the Residential Building **RACHANA PURVA** proposed to be developed as per the sanctioned plans was submitted under the governing rules and regulations of the **Maharashtra Apartment Ownership Act, 1970,** and **a Deed of Declaration** to this effect was executed and registered at the office of **Sub Registrar Nagpur 4 at Sr. No. NGN-4-9676-2023 dated 03.11.2023** (Hereinafter referred to as the "said DOD")

and the Residential Building proposed to be developed was named and styled as **"RACHANA PURVA"** AND;

9. TITLE CERTIFICATE

WHEREAS, the Copies of **Certificate of Title and Search Report** issued by Advocate Pushpalata Ranjan, showing the nature of title of the said PROMOTER/S/VENDOR/S of the said land, on which the said unit/Apartment is constructed being part of the Said Building named and styled as "**RACHANA PURVA "** is Annexed hereto and marked as **Annexure E** and the rights, title and interests of the PROMOTER/S/VENDOR/S herein in respect of the Said Land, subject to all that is stated herein, are free, clear and marketable and the same are free from all reasonable doubts and or encumbrances except those disclosed in the title report. and PURCHASER/S/ALLOTTEE/S is satisfied about the marketable title of the said PROMOTER/S/VENDOR/S to the said land and every part thereof, AND;

10. RERA REGISTRATION

WHEREAS the Promoter/s/ Vendor/s had registered the Said Project with **MAHARERA vide Registration. No. P50500053221 dated 23.10.2023** and **valid till 30.06.2026**, certificate of which was duly issued by MAHARERA, and annexed hereto as **Annexure F** AND;

11. ARCHITECT AND STRUCTURAL ENGINEER

WHEREAS, the VENDORS/DEVELOPERS/PROMOTERS herein have entered into a Standard Agreement with the Architect Shri. Ulhas Mude, registered with Council of Architects and such Agreement is as per the Agreement prescribed by Council of Architects and has also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of Buildings to be constructed in the Project and these structures being part of the Project on the Said Land and VENDORS/DEVELOPERS/PROMOTERS have accepted the professional supervision of such Architect/s and Structural Engineers till completion of said Project, AND;

12. INSPECTION OF ALL DOCUMENTS BY ALLOTTEE/S

WHEREAS, the Purchaser demanded from the VENDORS/DEVELOPERS/PROMOTERS herein and the VENDORS/DEVELOPERS/PROMOTERS herein have given inspection, in regard to the said Apartment herein, of all documents of title relating to the said Land and the sanctioned plans from Nagpur Improvement Trust, as the case may be, and Designs prepared by the VENDORS/DEVELOPERS/PROMOTERS's Architect and of such other documents as are specified under Relevant Applicable Laws and the Purchaser is/are satisfied about the same, AND;

13. **WHEREAS,** in this manner the VENDORS/DEVELOPERS/PROMOTERS herein, are in possession of the said project land and entitled to construct the said Apartment Building **RACHANA PURVA** and entitled to enter into various Agreement/s for the sale of various Apartments, to be constructed in the said Project with various intending third party Purchaser thereof, AND;

14. **INTEREST SHOWN BY THE PURCHASER/ALLOTTEE**

WHEREAS, the Purchaser has been provided by the VENDORS/DEVELOPERS/PROMOTERS with copies of all documents necessary for verification of title and that, before execution of the Agreement, Purchaser has got such title verified through his advocate and has satisfied himself, in respect of the marketable title of the VENDORS/DEVELOPERS/PROMOTERS in respect of the said land and the Purchaser has agreed to purchase and applied for the Allotment of said **Apartment/Apartment No. _____**to be and situated on the **_____ Floor** of the **RACHANA PURVA** , admeasuring **Carpet Area_____M^2, Open Balcony** Area admeasuring about _____ **M^2** and **Open Terrace area** admeasuring about _____ **M^2** along with **_____% undivided** share in the Said Land and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as The Apartment or The Said Apartment and which is consisting of bedrooms, living room, bathrooms, toilets, kitchen, balconies and all fitting and fixtures therein and more particularly described in the schedule II here under written, **(Hereinafter referred to as the "Said Apartment")** to be constructed on the Said Land in the said Project, after perusing the building plans sanctioned by the concerned local authority as on today and also all the other relevant papers and documents. The Purchaser herein after shall not be entitled to challenge or question the title of the VENDORS/DEVELOPERS/PROMOTERS and

the right of the VENDORS/DEVELOPERS/PROMOTERS to enter into this Agreement AND;

15. **WHEREAS,** the Purchaser is aware of the fact that the VENDORS/DEVELOPERS/PROMOTERS have entered or will enter into similar and/or separate Agreement/s with several other purchaser, persons and parties in respect of the other apartments or Apartments which will be part of the **RACHANA PURVA** to be constructed in the said Project, AND;

16. **WHEREAS** prior to the execution of this Agreement the Purchaser/s/Allottee/s has paid to the VENDORS/DEVELOPERS/PROMOTERS a sum of **Rs._____(Rupees _____ Only)** in the manner more particularly set out in Clause2 of Schedule of Installment hereunder written, being part payment of the total consideration of the Said Apartment agreed to be sold by the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser/s/Allottee/s, as advance payment or deposit and the Purchaser/s/Allottee/s has also agreed to pay to the VENDORS/DEVELOPERS/PROMOTERS herein the balance of the total Consideration in the manner hereafter appearing.

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

1. The PROJECT

1.2 That the VENDORS/DEVELOPERS/PROMOTERS is developing the Residential Project on the said land bearing Plot No. 05, admeasuring about **4431.42Sq.Mtrs.,** Municipal House No. 437/A/5, Jagdish Nagar, Katol Road, CTS No. 652, Sheet No. 1/30, Kh. No. 22/1-2-3/3, Mouza Borgaon, Tah& Dist. Nagpur (Hereinafter referred to as the "said Project Land") and more particularly described in the Schedule I hereinafter mentioned, out of the entire Townshipof "**Rachana Nakshatra"**by constructing the Residential Apartment Building by the name**"RACHANA PURVA"** having a total **Built-up area (Base FSI+ Premium FSI+TDR+ Ancillary FSI) of 15953.11Sq. Mtrs.** for which the Building Plans have been sanctioned by **Nagpur Improvement Trust (NIT)** as per **Annexure D. RACHANA PURVA** consists of

Ground and Thirteen Upper Floors comprising **130 (One Hundred Thirty)** Apartments of various sizes with **10 (Ten) Apartments** in each Floor (from First to Thirteenth Floor) and **5 Shops** at Ground Floor are there, of the said building (Hereinafter referred to as the "**said Project**").

2. AGREEMENT OF SELL AND TOTAL CONSIDERATION

2.1 The Purchaser hereby agree to purchase from the VENDORS/DEVELOPERS/PROMOTERS and the VENDORS/DEVELOPERS/PROMOTERS hereby agree to sell to the Purchaserthe Said **Apartment No. _____**to be constructed on the **_____ Floor** of the saidproject named and styled as **RACHANA PURVA**, admeasuring Carpet Area **_____ M^2**,**Open Balcony** Area admeasuring about _____ **M^2** and **Open Terrace Area**, admeasuring about _____ **M^2** , (which measurements are as per the Architectural calculations / measurements and which is also confirmed by the Purchaser herein and has no complaints about the same), along with **_____% ** undivided share in the Said Land and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as **Apartment, Apartment or The Said Apartment** and the same is more particularly described in Schedule II written hereunder and the sanctioned plans being hereto annexed forming part hereof and the same is more particularly delineated on the map or plan marked as **Annexure D**, and the said Apartment, and the facility being provided as common Area and Amenities, and the Parking Space as described in the Deed of Declaration, which will be allotted to the Purchaser by the Association or Society in its meeting in such manner as it may deem fit, all of which is subject matter of this Agreement, and is hereafter collectively called or referred to as "**the Apartment' or as 'the said Apartment"** and for a **Total Consideration** of **Rs._____**

(Rupees_____

_____Only)

which is inclusive of the proportionate cost of Common Area, Allotted Parking charges if any covered/stack,[Consideration value is excluding of Stamp Duty, Registration charges, Document expenses, Legal charges, Maintenance deposits, Society/Condominium formation charges including its documentations, charges towards Water and Electricity Connections/Meter/s deposits etc., Taxes like GST

(payable on each due installment) or any other taxes levied by any statutory authority State or Central or any other kind of expenses incurred on the said Apartment due to any change/addition in specification at the behest of the PURCHASER/S/ALLOTTEE/S etc., shall be payable by the **PURCHASER/S/ALLOTTEE/S** other than the Consideration Value]. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of _____.

2.2 The Purchaser/s/Allottee/s has on or before the execution of these presents paid, as advance, an amount of **Rs. _____(Rupees_____ _____Only)**(which is **not in excess of the 10%** of the total consideration as aforesaid) to the VENDORS/DEVELOPERS/PROMOTERS by depositing the same into the Account of the VENDORS/DEVELOPERS/ PROMOTERS, as follows :

No. Amount Particulars

1) Rs._____ ByCheque/Pay Order No. _____ ,dated_____, drawn on the Purchaser's Banking Account with _____Bank,_____ Branch, at _____.

2) Rs._____ Transfer by NEFT procedure bearing its Ref. No. _____, dated _____, transferred by the purchaser's Banking Account with _____Bank, _____ Branch, at_____.

TotalRs._____(Rupees_____

_____

_____ Only)

2.3 The VENDORS/DEVELOPERS/PROMOTERS received aforesaid total sum and do hereby own, admit, acknowledge and of and from the same and every part thereof do hereby acquit, discharge and release the Purchaser herein forever.

2.4 The Purchaser/s/Allottee/s has agreed to pay the **balance amount** of **Rs. _____(Rupees_____ _____Only)** to the VENDORS/DEVELOPERSherein by depositing the same as under:-

1.Rs._____(Rupees_____

_____

_____Only)

i.e. 10% of the total consideration on execution of this Agreement. (Till this stage not exceeding 20% of the total consideration including all the above instalments)

2.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **15%** of the total consideration on completion of PLINTH of the Building. (Till this stage not exceeding 35% of the total consideration including all the above instalments)

3.**Rs._____(Rupees_____**

_____

_____Only)

i.e. 3.**5%**of the total consideration on completion of GROUND FLOOR SLAB of the Building. (Till this stage not exceeding 38.5% of the total consideration including all the above instalments)

4.**Rs._____(Rupees_____**

_____

_____Only)

i.e. 2.2**5%** of the total consideration on completion of FIRST FLOOR SLAB of the Building. (Till this stage not exceeding 40.75% of the total consideration including all the above instalments)

5.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of SECOND FLOOR SLAB of the Building. (Till this stage not exceeding 43% of the total consideration including all the above instalments)

6.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of THIRD FLOOR SLAB of the Building. (Till this stage not exceeding 45.25% of the total consideration including all the above instalments)

7.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of FOURTH FLOOR SLAB of the

Building. (Till this stage not exceeding 47.5% of the total consideration including all the above instalments)

8.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of FIFTH FLOOR SLAB of the Building. (Till this stage not exceeding 49.75% of the total consideration including all the above instalments)

9.**Rs._____(Rupees_____**

_____

_____Only) i.e. 2.25% of the total consideration on completion of SIXTH FLOOR SLAB of the Building. (Till this stage not exceeding 52% of the total consideration including all the above instalments)

10.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of SEVENTH FLOOR SLAB of the Building. (Till this stage not exceeding 54.25% of the total consideration including all the above instalments)

11.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of EIGHTH FLOOR SLAB of the Building. (Till this stage not exceeding 56.5% of the total consideration including all the above instalments)

12.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of NINTH FLOOR SLAB of the Building. (Till this stage not exceeding 58.75% of the total consideration including all the above instalments)

13.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **2.25%** of the total consideration on completion of TENTH FLOOR SLAB of the Building. (Till this stage not exceeding 61% of the total consideration including all the above instalments)

14.**Rs._____(Rupees_____**

_____

_____Only) i.e. **2.25%** of the total consideration on completion of ELEVENTH FLOOR SLAB of the Building. (Till this stage not exceeding 63.25% of the total consideration including all the above instalments)

15.**Rs._____(Rupees_____**

_____

_____Only) i.e. **2.25%**of the total consideration on completion of TWELFTH FLOOR SLAB of the Building. (Till this stage not exceeding 65.5% of the total consideration including all the above instalments)

16.**Rs._____(Rupees_____**

_____

_____Only) i.e. **2.25%** of the total consideration on completion of THIRTEENTH FLOOR SLAB of the Building. (Till this stage not exceeding 67.75% of the total consideration including all the above instalments)

17.**Rs._____(Rupees_____**

_____

_____Only) i.e. **2.25%** of the total consideration on completion of FOURTEENTH FLOOR SLAB of the Building. (Till this stage not exceeding 70% of the total consideration including all the above instalments)

18.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **5%**of the total consideration on completion of walls, internal plaster of the said Apartment. (Till this stage not exceeding 75% of the total consideration including all the above instalments)

19.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **5%** of the total consideration on completion of lift wells, staircases and lobbies up to the floor level of the said Apartment.

(Till this stage not exceeding 80% of the total consideration including all the above instalments)

20**Rs._____(Rupees_____**

_____

_____Only)

i.e. **5%** of the total consideration on completion of external plumbing, external plaster, elevation, terraces with waterproofing, of the Building. (Till this stage not exceeding 85% of the total consideration including all the above instalments)

21.**Rs._____(Rupees_____**

_____

_____Only)

i.e. **10%** of the total consideration on completion of Flooring, Doors and windows and sanitary fittings of the said Apartment, Lifts, electrical fittings, water pumps, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the Building. (Till this stage not exceeding 95% of the total consideration including all the above instalments)

22.**Rs._____(Rupees_____**

_____

_____Only)

Balance **5%** consideration on handing over possession of the Apartment to the PURCHASER/S or on receipt of occupancy certificate/completion certificate. (Till this stage 100% of the total consideration including all the above instalments)

RS. _____ (Total Instalments)

RS. _____ (Total Booking Advance)

TOTAL VALUE CONSIDERATION RS. _____(Rupees_____ _____ _____ Only).

*** Non realization of Payments by Cheques shall automatically lead to Agreement to Sell becoming invalid. That it is agreed by the Purchaser/s/Allottee/s hereby agrees that on each installment separate GST amount is payable by the Purchaser/s/Allottee/s.

2.5 It is made clear and agreed by and between the parties hereto that the VENDORS/DEVELOPERS/PROMOTERS shall not be bound to follow, chronological order of any of the stages mentioned above and that the VENDORS/DEVELOPERS/PROMOTERS shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agree that the above mentioned schedule of payment / stages of work are for the said Apartment and the VENDORS/DEVELOPERS/PROMOTERS may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the VENDORS/DEVELOPERS/PROMOTERS by Demand Draft or by local Cheques and or NEFT or RTGS Transfers only, the details of the VENDORS/DEVELOPERS/PROMOTERS Banking account (as required under RERA) are as under :-

Name of Account : RACHANA DEVELOPERS RACHANA PURVA PROJECT
Name of the Bank : IDBI Bank
Branch : Dharampeth, Nagpur 440010
Account Number : 0543102000011981

IFSC Code : IBKL0000543

2.8 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, in respect of the said project 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 VENDORS/DEVELOPERS/PROMOTERS undertakes and agrees that while raising a demand on the Purchaser/s/Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc. the Purchaser/s/Allottee/s will be intimated at least 15 days before demanding any increased instalment.

2.9 It is hereby agreed that the time, for payment as specified above is the essence of this Agreement and on failure of the Purchaser/s/Allottee/s to pay the same on due dates, it shall be deemed that the Purchaser/s/Allottee/s has committed breach of this Agreement and the VENDORS/DEVELOPERS/PROMOTERS shall be entitled to take such action as they are entitled to take in case of breach/default of this Agreement, including termination of this Agreement. It is further agreed that the time is essence of contract for the VENDORS/DEVELOPERS/PROMOTERS as well as the Purchaser/s/Allottee/s. The VENDORS/DEVELOPERS/PROMOTERS shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Purchaser/s/Allottee/s after receiving the occupancy certificate or the completion certificate, as the case may be.

2.10 Without prejudice to the right of the VENDORS/DEVELOPERS/PROMOTERS to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s/Allottee/s shall be bound and liable to pay interest with quarterly rests on all amounts which become due and payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof and any delay tolerated or indulgence shown shall not itself be considered as waiver of the right of the VENDORS/DEVELOPERS/PROMOTERS under this Agreement, nor shall be

construed as Condonation by VENDORS/DEVELOPERS/PROMOTERS on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Purchaser/s/Allottee/s has agreed to pay the same before possession of the said Apartment.

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

2.12 The VENDORS/DEVELOPERS/PROMOTERS 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 said Apartment to the Purchaser/s/Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.13 The Purchaser/s/Allottee/s is aware and agrees that the VENDORS/DEVELOPERS/PROMOTERS if required to update or revise or correct by making an application for revision or correction to modify, amend, increase or decrease the estimated cost being the cost of construction or land cost or external development cost or any other cost including overhead cost or taxes, duties etc., in regard to such Apartments sanctioned by Nagpur Improvement Trust (NIT) and such cost was not included by the VENDORS/DEVELOPERS/PROMOTERS at the time of obtaining registration under RERA.

3. CONSTRUCTION OF THE SAID APARTMENT AND DEVELOPMENT OF THE PROJECT

3.1 That the VENDORS/DEVELOPERS/PROMOTERS do hereby declare that the **Built-Up area (Base FSI+ Premium FSI+TDR+ Ancillary FSI) of 15953.11 Sq. Mtrs.** as sanctioned in respect of **RACHANA PURVA** is and the same will be consumed in construction of the said Building and if due to any circumstance or any scaling down of the said Building any FSI is extra or remaining balance then the

VENDORS/DEVELOPERS/PROMOTERS will be at liberty to use the same in construction of any building or structure in said Project situate on the said land or any other building to be constructed in the Township “RACHANA NAKSHTRA”.

The Purchaser/s/Allottee/s hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or wings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Purchaser/Allottee/s further agrees that he/she/they shall not be entitled to claim any rebate in the Consideration or any other advantage from the VENDORS/DEVELOPERS/PROMOTERS on the ground of the VENDORS/DEVELOPERS/PROMOTERS making additional construction or any other ground whatsoever.

3.2 The specifications to be provided by the Vendors/Developers/Promoters in the said Apartment are as set out in **Annexure G** annexed hereto**,** and VENDORS/DEVELOPERS/PROMOTERS hereby reserves the right to select/change the brand of material/specifications used due to any prevailing adverse/monopolistic market condition or factors beyond the control of the VENDORS/DEVELOPERS/PROMOTERS.

3.3 If any change in area, walls, site plan or room, portion of the said Apartment etc. are required to be made before handing over possession by the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser, due to particular site condition or by the direction of concerned local authorities or any other State, Central or Local Authority, The VENDORS/DEVELOPERS/PROMOTERS shall have an absolute right to effect the said changes by making aware the Purchaser/s/Allottee/s and for which Purchaser/s/Allottees/s has agreed. In such an event if there is any change in area of the Apartment, the VENDORS/DEVELOPERS/PROMOTERS shall calculate the price of the Apartment by the agreed rate and accordingly the total consideration payable for the same will be payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS or vice-versa. However in any other

circumstances where such alteration or modification relates to the said Apartment in particular, then in such event the Purchaser shall be agree with the VENDORS/DEVELOPERS/PROMOTERS.

However the Purchaser/s/Allottee/s is/are aware that **RACHANA PURVA** is independent by itself and Purchaser/s/Allottee/s have to make aware and agree to any alteration or modification in regard to said Apartment or the Building of **RACHANA PURVA.**

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.

3.4 At any stage during the implementation of the project, the VENDORS/DEVELOPERS/PROMOTERS shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its right, title and interest, in the said land and the buildings to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s/Allottee/s in respect of the said Apartment agreed to be purchased by him under the term of this Agreement.

3.5 **WHEREAS** the VENDORS/DEVELOPERS/PROMOTERS herein have agreed to sell to the Purchaser the said Apartment and the sale of the said Apartment is on the basis of carpet area only and the Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies, the variation may be approximately three percent and the Purchaser is aware and agree for the same.

The VENDORS/DEVELOPERS/PROMOTERS shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Apartment 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

consideration payable for the carpet area shall be recalculated upon confirmation by the VENDORS/DEVELOPERS/PROMOTERS. If there is any reduction in the carpet area exceeding the defined limit then VENDORS/DEVELOPERS/PROMOTERS shall refund the excess money paid by Purchaser/s/Allottee/s within forty-five days with interest from the date of such recalculation. If there is any increase in the carpet area allotted to Purchaser/s/Allottes/s, the VENDORS/DEVELOPERS/PROMOTERS 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 calculated on the basis of lump sum consideration as agreed in Clause 2 of this Agreement.

4. POSSESSION

4.1The VENDORS/DEVELOPERS/PROMOTERS shall give possession of the said Apartment to the Purchaser on or **before 30.06.2026** or the date duly extended by Competitive Authority considering the unavoidable circumstance**,** against the payment of balance amount of total consideration, if any, and in the event of the VENDORS/DEVELOPERS/PROMOTERS failing and/ or neglecting to give the possession of the said Apartment to the Purchaser on account of reasons beyond its control and of its agents as per Relevant Applicable law as aforesaid, then the VENDORS/DEVELOPERS/PROMOTERS shall be liable to refund to the Purchaser the amount already received by it in respect of the Apartment, with interest, to be calculated from the date, the VENDORS/DEVELOPERS/PROMOTERS received the sum till the date of amounts and interest thereon is paid to the Purchaser.

Provided that the VENDORS/DEVELOPERS/PROMOTERS shall be entitled to a **reasonable extension of time** for giving delivery of the said Apartment if the completion of Apartment is delayed on account of :

a) War, Civil Commotion or act of God.

b) Any notice, order, rule, notification of the Government and/or other public or Competent Authority/ Court.

Further Purchaser aware and agree that in the following circumstances also Promoter may extend time in for completion of the project and Purchaser is agree for the same: i.e. uprising against constituted authority, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, act of hostile Army or local riots, heavy rain fall, fire, on account of any delay from any Government Department on any account relating to completion and handing over of the project, Any stay or injunction order from any Court, Any natural calamity, Pandemic or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole, Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project, Delay in grant of any NOC/Permission/license/connection/installation of any services such as lifts, electricity and water connections and meters to the scheme/flat, Road NOC or Completion Certificate from Appropriate Authority, Delay or default in payment of dues by the Purchaser/s/Allottee/s under these presents (Without prejudice to the right of the VENDORS/DEVELOPERS/PROMOTERS to terminate this agreement), Delay in issuance of Occupancy Certificate/Completion Certificate due to reason/s not attributable to the non-compliance of the Promoter, Strike or Lockouts in Government Department causing delay in obtaining approvals, import and export restrictions due to any epidemic/pandemic, which affect the labour/man power/construction material at site, Any other reason beyond the control of VENDORS/DEVELOPERS/PROMOTERS

4.2The Promoter, upon obtaining the occupancy certificate or the completion certificate or both, as the case may be,from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the flat/Apartment, to the Allottee(s) in terms of this Agreement to

be taken within three months from the date of issue of such notice and the Promoter shall give possession of the flat/Apartment to the Allottee(s). The Promoter shall offer the possession to the Allottee(s) in writing within 7 days of receiving the occupancy certificate or the completion certificate or both, as the case may be.

The Purchaser agree to pay the maintenance charges for the Common areas/Facilities as determined by the VENDORS/DEVELOPERS/PROMOTERS or Apex body, society, Association, Apartment Owner's Condominium as the case may be from the date of offer of the VENDORS/DEVELOPERS/PROMOTERS to hand over possession of the said Apartment or from the date of Occupancy Certificate whichever is earlier.

4.3The Purchaser shall take possession of the said Apartment within 15 days of the written notice from the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser intimating that the said Apartment is ready for use and occupancy.

4.4Upon receiving a written intimation from the VENDORS/DEVELOPERS/PROMOTERS as provided in this clause, the Purchaser shall take possession of the said Apartment from the VENDORS/DEVELOPERS/PROMOTERS by paying all the dues on the Said Apartment and by executing necessary documents/Sale Deed. In case the Purchaser fails to take possession within the time provided in this clause then such Purchaser shall continue to be liable to pay maintenance charges as applicable.

4.5If the VENDORS/DEVELOPERS/PROMOTERS fails to abide by the time schedule (with exception to delay on account of reasons covered in Clause 4.1) for handing over the said Apartment to the Purchaser/s/Allottee/s, the VENDORS/DEVELOPERS/PROMOTERS agrees to pay to the Purchaser/s/Allottee/s, who does not intend to withdraw from the project, interest on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/Allottee/sagrees to pay to the VENDORS/DEVELOPERS/PROMOTERS, interest on all the delayed payment which become due and payable by the Purchaser/s/Allottee/sto the

VENDORS/DEVELOPERS/PROMOTERS under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/Allottee/s to the VENDORS/DEVELOPERS/PROMOTERS.

4.6It is further provided that without prejudice to the right of VENDORS/DEVELOPERS/PROMOTERS to charge interest as stipulated aforesaid in terms of this clause, on the Purchaser/s/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s/Allottee/s committing three defaults of payment of instalments whether consecutive or not, the VENDORS/DEVELOPERS/PROMOTERS shall at his own option, may terminate this Agreement as provided in clause 5.

4.7Notwithstanding anything provided in clause 4.1 to 4.7 the date of completion of the Project shall always mean the date mentioned in Clause 1 (v) of the Recitals of this Agreement.

5. TERMINATION

5.1 This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 5.2 and 5.8. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Apartment may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

VENDORS/DEVELOPERS/PROMOTERS Right to Terminate

5.2. VENDORS/DEVELOPERS/PROMOTERS shall have right to terminate this Agreement only in the following circumstances:

5.3 That VENDORS/DEVELOPERS/PROMOTERS 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 mentioned by the VENDORS/DEVELOPERS/PROMOTERS within the period of notice then at the end of such notice period, VENDORS/DEVELOPERS/PROMOTERS shall be entitled to terminate this Agreement.

5.4 Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of instalments set out in clause 2 (and Interest thereon, if any) within 14 (fourteen) days of the date of the intimation of demand of instalment due, the Purchaser shall be deemed to be in default. In the event that the Purchaser fails to cure such default within 90 (Ninety) days from the due date of Instalment so defaulted (or such default is not capable of being rectified), the VENDORS/DEVELOPERS/PROMOTERS shall have the option to terminate this Agreement by sending a notice of termination by registered AD/speed post. All notices to be served on the Purchaser/s/Allottee/s as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser/s/Allottee/s by RPAD/Under Certificate of Posting at address or if sent by email on the email addresses of the Purchaser/s/Allottee/s given and authenticated in the Application made by Purchaser/s/Allottee/s for booking the Said Apartment.

Purchaser's Right to Terminate:

5.5 Purchaser shall have right to terminate this Agreement only in the following circumstances (This right to terminate the Agreement will however not be applicable in case of any delay on account of reasons mentioned in Clause 4):

5.6 Delay in possession beyond date of possession or extended date of possession: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the schedule of instalments stated in clause 2, if the VENDORS/DEVELOPERS/PROMOTERS fails to offer possession of the Apartment

to the Purchaser on the date of possession or extended approved/sanctioned date of Possession (with exception to delay on account of reasons covered in Clause 4.

a. Within 30 (thirty) days of expiry of date of possession or any extension mutually agreed , the VENDORS/DEVELOPERS/PROMOTERS shall inform the Purchaser the revised date by which the Apartment is likely to be ready for possession. On receipt of such written/verbal intimation, unless the Purchaser/s/Allottees elects to terminate this Agreement in terms of Clause (b) the date of possession mentioned in clause 4.1shall stand revised to and substituted by revised date communicated by the VENDORS/DEVELOPERS/PROMOTERS. The VENDORS/DEVELOPERS/PROMOTERS shall credit Interest to the Purchaser/s/Allottee/s for the period between the date of possession and the date on which possession is finally offered to the Purchaser; or

b. Within 30 days from expiry of date of possession or any extensions mutually agreed, the Purchaser may by giving notice in writing elect to terminate this Agreement. Where the Purchaser's intimation of electing of Termination is not received by the VENDORS/DEVELOPERS/PROMOTERS within the aforementioned period of 30 (thirty) days from expiry of the date of possession or extension so agreed, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 5.1(a)

Consequences of Termination and Payment of Refund Amount

5.7 On a termination of this Agreement by either Party in accordance with the provisions of this Clause 5, the booking / allotment of the Apartment shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Apartment, save and except the right to receive the Refund Amount in accordance with Clause 5.8.

5.8 Provided further that upon termination of this Agreement as aforesaid, the VENDORS/DEVELOPERS/PROMOTERS shall refund without interest to the Purchaser/s/Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to

VENDORS/DEVELOPERS/PROMOTERS. Further amount related to taxes like G.S.T., Stamp Duty and registration charges which were paid to the Government shall not be refunded and the Purchaser/s/Allottee/s shall apply for refund at their own effort and cost) within a period of thirty days of the termination, the instalments of total consideration of the said Apartment which may till then have been paid by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS, however the period of 30 days shall commence only after the purchaser executes and registers Deed of Cancellation of this Agreement at his on cost and risk.

6. INDIRECT TAXES

6.1 The Purchaser/s/Allottee/s agrees that all Taxes including Goods and Services Tax (GST payable with each instalment of advance), duties or levies, which are leviable under the laws for the time being in force or which may be levied in future in respect of the Apartment or otherwiseeven before or after the possession of the said Apartment is handed over, shall be solely and exclusively borne and paid by the Purchaser/s/Allottee/s.

6.2 The parties hereto agreed that the GST calculated by the VENDORS/DEVELOPERS/PROMOTERS at the time of receipt of installment from the Purchaser/s/Allottee/s may vary from the GST calculated at the end of the financial year in respect of the said Apartment, if the GST collected is lesser than the actual payable or recoverable by/from the Purchaser/s/Allottee/s then the Purchaser/s/Allottee/s undertake to pay such balance forthwith when demanded and in the event of any excess recovered from the Purchaser/s/Allottee/s then the VENDORS/DEVELOPERS/PROMOTERS undertake to adjust such excess against any receivable from the Purchaser. It is further agreed that there shall always be a charge/lien on the said Apartment in favour of the VENDORS/DEVELOPERS/PROMOTERS against the amount payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS towards the GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction and failure of the Purchaser to pay the same to the

VENDORS/DEVELOPERS/PROMOTERS shall be construed as breach of essential condition of this Agreement and the VENDORS/DEVELOPERS/PROMOTERS shall be entitle to terminate this agreement subject to provisions of clause 5*supra*.

7. DEFECT LIABILITY PERIOD AND QUALITY ASSURANCE.

7.1 If within a period of five years from the date of handing over the said Apartment to the Purchaser, the Purchaser brings to the notice of the VENDORS/DEVELOPERS/PROMOTERS any structural defect in the said Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDORS/DEVELOPERS/PROMOTERS at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the VENDORS/DEVELOPERS/PROMOTERS, compensation for such defect in the manner as provided under RERA.

7.2 That notwithstanding anything stated or provided in clause 7.1 or elsewhere in this Agreement, the VENDORS/DEVELOPERS/PROMOTERS shall not be liable to repair or provide any compensation to the Purchaser/s/Allottee/s in the event of If the damage to the material used is due to normal wear and tear, If the defects are caused by or attributable to the Purchaser/s/Allottee/s, If the defects are caused due to misuse by the Purchaser/s/Allottee/s or the handling of the material used, by the Purchaser/s/Allottee/s is in gross violation of the user manual issued by the supplier or manufacturer of materials used by VENDORS/DEVELOPERS/PROMOTERS and any model user manual issued any of organisation whether Government or otherwise in that respect, If the structural defects as mentioned in clause 7.1 are caused due the Purchaser/s/Allottee/s making any changes in the structure of the said Apartment or in the materials used in the said Apartment, Since tiles are artificially manufactured, there will be a certain shade and size variation. The tiles may also have a normal bend, which happens when they are baked in a high temperature in the oven and are cooled down, That it shall be the responsibility of the Allottee/s to maintain his Apartment in a proper manner and take all due care needed including but not limited to the joints between the tiles in her/his/their Apartment are regularly filled with while cement/epoxy to prevent water seepage, After taking possession, it is normal that the paint develop minor hair cracks due to temperature variation. This shall not be construed as defect,

As a part of good preventive maintenance practice, the Purchaser/s/Allottee/s at his own cost shall fill the joint between the granite and kitchen sink at regular intervals as and when required, In case of terrace flats, the Purchaser/s/Allottee/s shall ensure that lid for water drain outlet is kept open at all times to ensure that water logging does not happen during rains. If there is water logging due to this and any leakage and seepage to adjacent or below flat, then the same shall be rectified by the Purchaser/s/Allottee/s at his/her/their own cost. Further where the manufacturer warranty as shown by the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser/s/Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/project and if the annual maintenance contracts are not done/renewed by the Purchaser/s/Allottee/s or an Association formed by the “Owners of RACHANA PURVA Building , then the VENDORS/DEVELOPERS/PROMOTERS shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the manufacturers including the warranty of hydraulic car lift. That all equipment’s, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition. That the Purchaser/s/Allottee/s has been made aware and that the Purchaser/s /Allottee/s expressly agrees that the regular wear and tear of Apartment/Building/Project includes minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is agreed by the Purchaser/s/Allottee/s that the Purchaser/s/Allottee/s shall not carry out any alterations in any of the RCC structures, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said flat, balcony, terrace, etc any liability including the Structural Defects liability automatically shall become void and the Purchaser/s/Allottee/s alone shall be responsible for it. Further, the Purchaser/s/Allottee/s will be liable for paying damages, if any, to the flat below the Residential Flat or any affected flat or the Association or the VENDORS/DEVELOPERS/PROMOTERS. If due to the Purchaser/s/Allottee/s or any other Purchaser/s act or negligence the Residential Flat

is damaged, the repairs shall be carried out by the party responsible for such an act and the VENDORS/DEVELOPERS/PROMOTERS shall not be liable for the same.

8. ULIMATE SOCIETY,BODY OR ORGANISATION

8.1 The VENDORS/DEVELOPERS/PROMOTERS having dedicated the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 had executed and registered Deed of Declaration as stated hereinabove along with Bye-laws of the proposed Condominium shall within three months after completion of the said building and upon the 51% majority (upon registration of 51% of Sale Deed) by the Owner's of RACHANA PURVA, the VENDORS/DEVELOPERS/PROMOTERS shall handover the said Project RACHANA PURVA to the Association/Condominium of Apartment Owners (which was duly formed under the Deed of Declaration as mentioned above),for upkeep and maintenance of defined common areas and amenities of the project, in accordance with the provisions of the bylaws forming part and parcel of the Deed of Declaration.

The Promoter shall, upon handing over the said Project RACHANA PURVA 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 RACHANA PURVA will be constructed.

Upon the entire Layout being developed, the RACHANA PURVA Association/Condominium along with other Association/Condominium of the said Layout may form an Apex Body for the entire Layout.

The Promoter 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 Apartment is situated.

Provided that in absence of local laws, the association by whatever name called shall be formed within a period of three month of the majority of allotees having booked their plot or apartment or building, as the case may be, in case may be, in the project.

Where a, Co-operative Housing Society the Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act,1960 or a company or any other legal entity, within three months from the date or which fifty-one percent of the total number of allottees in such a building or a wing have booked their apartment

Whereas Promoter then shall submit an application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body inform of Federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-rule (1) of e 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

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/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

8.2 MAINTENANCE OF THE PROJECT

That within 15 days after notice in writing is given by the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser/s/Allottee/s that the said Apartment is ready for occupancy and the date of Occupancy Certificate, whichever is earlier, the Purchaser/s/Allottee/s shall be liable to bear and pay the maintenance charges proportionate share or out goings in respect of the project land and Building and common area maintenance charges provided in open space area in the township RACHANA NAKSHTRA. Until an Association is Formed and the said building/project had been handed over to the Association/Condominium of “RACHANA PURVA”, the Purchaser/s/Allottee/s shall pay to the VENDORS/DEVELOPERS/PROMOTERS such proportionate share as of outgoings as may be determined. The Purchaser/s/Allottee/s further agrees that until the Allottee/s share is so determined, the Allottee/s shall pay to the VENDORS/DEVELOPERS/PROMOTERS provisional maintenance amount mentioned hereinabove as advance. The amount so paid by the Purchaser/s/Allottee/s shall not carry any interest and remain with the

VENDORS/DEVELOPERS/PROMOTERS until Formation of Society upon the 51% majority (upon registration of 51% of Sale Deed) by the Owner's of RACHANA PURVA. Upon formation of society VENDORS/DEVELOPERS/PROMOTERS shall hand over the maintenance fund to the Association of the said project after deducting all the Common area maintenance expenses till date paid by the VENDORS/DEVELOPERS/PROMOTERS from the date of Occupancy Certificate till handing over of the Said project to the Association and also deducting three years advance expenses towards the common amenities/facilities in open Space i.e. Garden, Meditation Centre, Club House, Gymnasium and Swimming pool maintenance of the said project "RACHANA NAKSHATRA" as per the Proportionate expenses for the entire project duly informed by the VENDORS/DEVELOPERS/PROMOTERS to the PURCHASER/S, which is duly agreed by the PURCHASER/S herein, as VENDORS/DEVELOPERS/PROMOTERS is maintaining the common amenities/facilities in the open space of the said project for another three years or till the handing over of all the 5 buildings to the respective societies whichever is earlier. That the condominium of OWNER's of RACHANA PURVA shall be liable to maintain the regular upkeep and maintenance of the common areas and amenities being developed in the said Building/project/Common Facilities in the Layout out RACHANA NAKSHTRA along with the owner's of various buildings to be constructed on the Various plot of the RACHANA NAKSHTRA LAYOUT as and when handed over.

9. APPROPRIATION AND ADJUSTMENT OF AMOUNTS

The Purchaser hereby aware and agree with the VENDORS/DEVELOPERS/PROMOTERS to appropriate or adjust the amounts payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS including the Total Consideration, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the VENDORS/DEVELOPERS/PROMOTERS or by the VENDORS/DEVELOPERS/PROMOTERS to the by virtue of this Agreement and in respect of the Said Apartment. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such appropriation or adjustment and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

10. COVENANTS OF THE PURCHASER/S/ALLOTTEE/S AND VENDORS/DEVELOPERS/PROMOTERS

10.1 The Purchaser for themselves and with the intention to bring all persons into whomsoever hands the Apartment may come does/do hereby covenant/s with the VENDORS/DEVELOPERS/PROMOTERS as follows:

a. To maintain the said Apartment at the Purchaser/s/Allottee/s own cost in good tenantable repairs and condition from the date the possession of the same is taken by the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or to the stair-case or to any passage which may be against the rules, regulation or bye-laws imposed by the concerned local or any other authority or change/alter or make addition in or to the building in which the said Apartment is situated and or any part thereof.

b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature, or are so heavy so as to damage the construction or structure of the building/s in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said Apartment is to be situated including the entrance of the building in which the said Apartment is to be situated and in case any damage is caused to the building in which the said Apartment is to be situated or to the said Apartment on account of negligence or on account of default of the Purchaser/s/Allottee/sin this behalf the Purchaser/s/Allottee/s shall be liable for the consequence of the breach.

c. To carry at his own costs all internal repairs to the said Apartment and to maintain the said Apartment in the same conditions, state and order in which it was delivered by the VENDORS/DEVELOPERS/PROMOTERS to the Purchaser/s/Allottee/s and shall not do or suffer to be done anything in or to the building which may be against the Rules, Regulations, any Bye-Laws of the concerned local authority or other public authority, and in the event of the

Apartment Purchaser/s/Allottee/scommitting 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.

d. Not to do or permit to be done any act or thing which may render void or voidable any conditions of insurance of the said land and the building/s in which the said Apartment is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

e. 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 alternation of whatever nature in or to the Apartment or any part thereof or any alteration in the elevation and outside colour scheme of the project in which the said Apartment is situated and shall keep the portions, sewers, drains, pipes in the Apartment and appurtenances thereto in good tenantable repairs and condition and in particular, so as to support, shelter and protect the other parts of the project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. pardis or other structural member in the said Apartment, and the Purchaser/s/Allottee/sundertake/s not to make any external changes of whatsoever nature in the said Apartment. Not to affix a grill or encroach upon any land or footpath outside the main gate of the said Apartment or at any location outside the boundaries of the said Apartment and said Building in which said Apartment is located, without taking the prior written permission of the VENDORS/DEVELOPERS/PROMOTERS or the Association or Society.

f. The Purchaser agree to use the said Apartment only for residential purpose and not to carry on any illegal business of any nature whatsoever in the said Apartment.

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

indulge any religious or other activities which may cause nuisance to other occupants of the Apartments and or which may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.

h. Not to affix any name plate, signboards and others signage at any place or location in the said project, except at the places, size, design etc. that may be permitted by the VENDORS/DEVELOPERS/PROMOTERS in writing.

i. To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of the change of user of the said Apartment by the Purchaser viz. user for any purposes other than for Residential purpose.

j. The Purchaser/s/Allottee/s shall not let, sub-let, transfer, give on leave and license or on rent, assign or part with the possession of the said Apartment until all the dues payable by the Purchaser/s/Allottee/sto the VENDORS/DEVELOPERS/PROMOTERS under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained the prior written consent of the VENDORS/DEVELOPERS/PROMOTERS for the same.

k. The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations which the Association or society, formed or to be formed as per clause 8 of this agreement, may adopt at its inception and the maintenance of the said project and the said Apartment and for the observance and performance of the building Rules, Regulations and Bye-Laws, for the time being in force of the concerned local Authority and or Government and other public bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions that may be laid down by the said society or body regarding the occupation and use of the said Apartment in the project and the said project and shall pay and continue to pay regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

l. Till the conveyance/Sale Deed of the said Apartment is executed the Purchaser/s/Allottee/s shall permit the VENDORS/DEVELOPERS/PROMOTERS and its surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said Apartment or any part thereof, to view and examine the state and conditions thereof. Further the Purchaser/s/Allottee/s is well aware that the VENDORS/DEVELOPERS/PROMOTERS will construct various buildings in the Township “RACHANA NAKSHTRA” and after possession of the said Apartment, Purchaser/s/Allottee/s shall not cause any hindrance/obstruction/objection to the movement of men and machinery required to construct the future building/s and VENDORS/DEVELOPERS/PROMOTERS and its assignees shall always have right of ingress and egress in the said project and the Township “RACHANA NAKSHTRA”.

m. The VENDORS/DEVELOPERS/PROMOTERS has not undertaken any responsibility nor has agreed anything with the Purchaser orally or otherwise and there is no implied Agreement or covenant on the part of the VENDORS/DEVELOPERS/PROMOTERS other than the terms and conditions expressly provided under this Agreement.

n. The Purchaser/s/Allottee/s shall use the said Apartment or any part thereof for the purpose, sanctioned by concerned authorities and the Purchaser Purchaser/s/Allottee/sshall be answerable and responsible for any deviation in use of the same. The Purchaser Purchaser/s/Allottee/sis entitled only to the said Apartment hereby agreed to be sold to him and shall not use the same for such purpose or in the manner that may cause inconvenience or is objected to by the society or body or any of its members and/or by the VENDORS/DEVELOPERS/PROMOTER.

o. The Purchaser/s/Allottee/s, either as Purchaser/s/Allottee/s in respect of the said Apartment or as member of the Society/Association/Condominium or indirectly as a member of the Apex Body/Federation, agree/s not to raise

any dispute or objection to the VENDORS/DEVELOPERS/PROMOTER and/or its nominees in implementing the scheme of development of the Entire Land/Entire Layout and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Purchaser/s/Allottee/s further agree/s to extend all co-operation and assistance to the VENDORS/DEVELOPERS/PROMOTER in respect thereof at all times hereafter, even after taking possession of the said Apartment and the Purchaser/s/Allottee/s, as member of the Society Society/Association/ Condominium and indirectly as a member of the Apex Body/Federation, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the VENDORS/DEVELOPERS/PROMOTER, in relation to the said entire development process and / or Development Potential of the Entire Land/Entire Layout or any part thereof, and with the utilization, consumption and/or transfer thereof, including the right of the VENDORS/DEVELOPERS/PROMOTER to deal with or dispose of the same, in such manner as the VENDORS/DEVELOPERS/PROMOTER may deem fit.

p. As the VENDORS/DEVELOPERS/PROMOTERS will be applying to the concerned authorities for giving separate water connection for the said Project and separate electricity meters and connection for the said Apartment of the Purchaser on his behalf, if there is any delay in obtaining separate water connection for the said project and electricity supply connections from the concerned department then under such circumstances VENDORS/DEVELOPERS/PROMOTERS shall not be responsible, and in such event, the VENDORS/DEVELOPERS/PROMOTERS may provide electrical connection to the said Apartment through a sub meter or any other temporary arrangement due to which if there is improper supply of electricity

or water, the VENDORS/DEVELOPERS/PROMOTERS shall not be held responsible for the same. The Purchaser shall pay the proportionate outgoing charges as demanded, determined and decided by the VENDORS/DEVELOPERS/PROMOTERS for such emergency/alternative arrangement. The Purchaser/s/Allottee/s shall carry out at their own cost all internal changes only after obtaining the due consent from the VENDORS/DEVELOPERS/PROMOTERS and from the concerned authorities. The VENDORS/DEVELOPERS/PROMOTERS shall be the final and ultimate body for sanctioning any such changes in the Apartment and the decision of the VENDORS/DEVELOPERS/PROMOTERS herein in such matters shall be final.

q. The Purchaser/Allottee/s hereby agrees that due to structural columns and shear walls, the parking size may vary and Purchaser/Allottee/s shall not raise any dispute regarding the size and location of the parking.

r. That in the sanction plan there is a provision of Four Wheeler and 2 Wheeler parking as per the sanctioning norms. That the Purchaser/s/Allottee/s and all other Apartment Owners of RACHANA PURVA hereby agrees for the arrangement of Car Parking Space on the space provided for Two Wheeler parking and for such arrangement required driveway for fire tender movement will be kept open and these type of parking arrangement will be on the basis of mutual understanding and shall be acceptable to them. Further this situation is only applicable or may arise if actual number of two wheelers to be used by the Flat Owners are less and number of car's are more than the Parking shown in the sanctioned plan.

s. That on or before execution of these presents, Parking Plan for covered parking with the provision of hydraulic Lift/Stack Parking and Open Parking without the provision of hydraulic lift/Stack Parking in RACHANA PURVA is duly shown to the PURCHASER/S/ALLOTTEE/s as per the grouping (Flat Number wise) duly highlighted with various colours therein. That it is further

understood by the PURCHASER/S/ALLOTTEE/s that parking space allotment will be done by draw of lots by the Association itself in the meeting of RACHANA PURVA APARTMENT OWNERS CONDOMINIUM and same shall be acceptable and binding on all the Apartment owners of RACHANA PURVA on the day of handing over of the Building RACHANA PURVA to the Association. That the maintenance of hydraulic Lift/Stack parking shall be the responsibility of the Purchaser from the date of Sale Deed.

t. VENDORS/DEVELOPERS/PROMOTERS agreed to permit the Purchaser/Allottee/s, the right to use the Parking Spaces, right shall be subject to modification/variation by the VENDORS/DEVELOPERS/PROMOTERS. The Purchaser/Allottee/s cannot sell and or transfer the parking space independently.

11. **Compliance under FEMA**

The PURCHASER/S/ALLOTTEE/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. The PURCHASER/S/ALLOTTEE/s understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The VENDORS/DEVELOPERS/PROMOTERSshall not be responsible in this regard. The PURCHASER/S/ALLOTTEE/s shall keep the VENDORS/DEVELOPERS/PROMOTERS fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASER/S/ALLOTTEE/ssubsequent to the signing of this Agreement, it shall be the sole responsibility of the PURCHASER/S/ALLOTTEE/s to intimate the same in writing to the VENDORS/DEVELOPERS/PROMOTERSimmediately and comply with

necessary formalities if any under the applicable laws. The VENDORS/DEVELOPERS/PROMOTERSshall not be responsible towards any third party making payment / remittances on behalf of any PURCHASER/S/ALLOTTEE/s and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the VENDORS/DEVELOPERS/PROMOTERS shall be issuing the payment receipts in favour of the PURCHASER/S/ALLOTTEE/s only.

12. UNDERTAKING/S/AFFIDAVITS/ ETC., BINDING ON PURCHASER/S/ALLOTTEE/S:

WHEREAS, the Purchaser has read and understood all the terms and conditions of all the documents of title of the Said Land and also the Purchaser has read and understood all the contents of the indemnity bonds/ undertakings/Affidavits, etc. given by the VENDORS/DEVELOPERS/PROMOTERS to the Collector/Nagpur Municipal Corporation/NIT or any other authority, and terms and conditions mentioned in Building Permit /Commencement Certificate etc., and Purchaser agree/s that this agreement is subject to the said terms and conditions and the same are also binding on him/her/them, AND;

13. FACILITIES/AMENITIES IN OPEN SPACES OF THE RACHANA NAKSHATRA TOWNSHIP LAYOUT

The Purchaser is aware that the VENDORS/DEVELOPERS/PROMOTERS may/shall develop/developed some amenities Club House, Garden, RMU Facility and other amenities/facilities in Common Open Space within the Layout of Township "**RACHANA NAKSHATRA"** for the common use of all Apartment Owners/Shop owners in different Plots within the Layout of "**TOWNSHIP RACHANA NAKSHATRA"**. Such Amenities shall be jointly enjoyed, used and maintained by all apartment owners/Shop owners of different buildings in different plots of the Layout of "**TOWNSHIP RACHANA NAKSHATRA"**. The Common Amenities are being developed as per the requirements and sanctions of the concerned competent authorities for the benefit of the residents of the "**TOWNSHIP RACHANA NAKSHATRA"** in the Layout. The Purchaser hereby agrees to contribute to the common funds for such maintenance of the common amenities and facilities to be

maintained jointly by owners of all the Apartment Buildings proposed to be developed in the said entire layout in advance for three years as till three years from the date of handing over of the Building Rachana Purva VENDOR/DEVELOPERS/PROMOTERS is maintaining same for initial period of three years and thereafter members of RACHANA PURVA CONDOMINIUM shall be responsible for the maintenance of the common amenities and facilities along with other residential apartments coming up from time to time in due course of time..

14. MISCELLANEOUS

14.1 Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space, common areas etc. will remain the property of The VENDORS/DEVELOPERS/PROMOTERS who shall be free to allot such restricted area, parking spaces, terraces etc. to the person of its choice and not have any objection for the same.

14.2 The Purchaser/s/Allottee/s shall present this agreement as well as the Supplementary Agreement, Conveyance/Final Deed of Transfer/Sale Deed at the proper registration office for registration within the time limit prescribed by the Registration Act and the duly authorized person on behalf of the VENDORS/DEVELOPERS/PROMOTERS will attend and admit execution thereof.

14.3 The VENDORS/DEVELOPERS/PROMOTERS shall not be liable to share any maintenance charges, electricity charges and water charges in respect of unsold Apartments so long as the same are vacant and unoccupied until the possession of such Apartment/s has been given by the VENDORS/DEVELOPERS/PROMOTERS herein to the respective Apartment Purchaser/s/Allottee/s and in such case the such maintenance charges, electricity charges and water charges in respect of the Apartments agreed to be sold to such Purchaser/s/Allottee/s who have taken possession of their respective Apartments, shall be liable for the payment of such

charges from the date of Sale Deed with the VENDORS/DEVELOPERS/PROMOTERS.

14.4 The VENDORS/DEVELOPERS/PROMOTERS shall not be responsible for any short supply of water or electricity as the same is under the control and supervision of the sanctioning authority, the planning authority under the relevant applicable laws, If however, the actual consumption of water exceeds such supply made by the sanctioning local authority and it is therefore found necessary to augment the supply of water by purchase of water by Water tankers, then in such event the Purchaser/s/Allottee/s and or the Association of Apartment Owners or the Society shall be liable to contribute towards the cost of purchase of such water. Also the Purchaser/s/Allottee/s shall be liable to pay towards the cost of fuel consumed for the power generator in the case of shortage in supply of power by the Maharashtra State Electricity Distribution Company Limited (M.S.E.D.Co. Ltd.,) or its successor-in-title.

14.5 The Purchaser/s/Allottee/shereby declare/s that he has entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained and after accepting the same as binding on the purchaser/s/Allottee/s.

14.6 This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

14.7 THAT the recitals, Schedules, annexure and attached maps/plan shall form part of this agreement and the meaning and interpretation of this agreement or any of the clause contained therein shall be construed accordingly.

14.8 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Relevant Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive. In the occurrence of such

event the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest to the provision being replaced, and that preserves the intent of the parties with which the provision so replaced was introduced in this Agreement.

14.9 That Vendor/Developer/Promoter hereby represent that there is no order of any Court of Law prohibiting the Vendor/Developer/Promoter from transferring the said property. In case the Purchaser/allottee is deprived of the said Apartment either in full or in part because of any defect found in the title of the Vendor/Developer/Promoter or any order of Court, the Vendor/Developer/Promoter shall pay the damages/compensation to the Purchaser/allottee and the Vendor/Developer/Promoter shall stand to indemnify the Purchaser/allottee to the extent of deposits paid by the Purchaser/allottee for the said Apartment, in this regard.

14.10 The Parties agree that the Agreement, schedules, annexure and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the VENDORS/DEVELOPERS/PROMOTERS in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the VENDORS/DEVELOPERS/PROMOTERS and the Purchaser which may in any manner be inconsistent with what is stated herein.

14.11 THAT the rights and obligation of this agreement is subject to the jurisdiction of the competent civil court at Nagpur.

15. **INDEMNITY**

The Allottee hereby covenants with the VENDORS/DEVELOPERS/PROMOTERS to pay from time to time and at all times the amounts which the Purchaser/Allottee/s is liable to pay under this Agreement and to indemnify and keep indemnified the VENDORS/DEVELOPERS/PROMOTERS and its agents and representatives, at all times

against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the VENDORS/DEVELOPERS/PROMOTERS may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises/Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Purchaser/Allottee/s or his/her/their representatives or any person/s visiting the Purchaser/Allottee/s or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Purchaser/Allottee/s, before or after taking possession of the said Premises/Apartment and during the occupation, use and enjoyment of the said Building, the Project Land and the Common Areas and Amenities.

16. **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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

18. STAMP DUTY: The Purchaser agree to bear the stamp duty, registration charges and incidental charges and expenses and other out of pocket expenses payable by the purchaser, in respect of this Agreement as also in respect of the supplementary document, Deed of Rectification, Conveyance or any documents of final transfer of the said Apartment which is a part of the total property, being a Deed of Conveyance in favour of a society or on a Deed of Apartment of the said Apartment that may be executed in favour of Purchaser herein.

19. RIGHTS & INTERESTS OF THE VENDORS/DEVELOPERS/PROMOTERS

THAT the VENDORS/DEVELOPERS/PROMOTERS's rights and interests relating to this project are limited to the extent of the said Plot No. 05 only. The General/Common amenities and facilities provided or proposed to be provided to the said Lay-out by the VENDORS/DEVELOPERS/PROMOTERS or the Planning Authority are not privity of this contract and do not constitute common area as defined in clause 1 (iii) under the Recitals or as envisaged under section 2 of the Real Estate (Regulation And Development) Act, 2016.

SCHEDULES

SCHEDULE I

(Schedule of Land Property bearing Plot No. 5)

ALL that piece and parcel of Land property admeasuring about **4431.42Sq. Mtrs.** Plot No. 05, Municipal House No. 437/A/5, Jagdish Nagar, Katol Road, CTS No. 652, Sheet No. 1/30, Kh. No. 22/1-2-3/3, MouzaBorgaon, Tah. & Dist. Nagpur, which is bounder as under:

ON THE EAST	**:**	**Open Space B**
ON THE WEST	**:**	**Plot No. 4**
ON THE NORTH	**:**	**Existing Road**
ON THE SOUTH	**:**	**12 Mtr. Wide Road**

SCHEDULE II

OF THE SAID APARTMENT WITH_____PARKING

ApartmentNo._____(ApartmentNo._____) to be constructed **on _____ Floor** of the Project **RACHANA PURVA,** admeasuring **Carpet Area _____ M^2,Open Balcony** Area admeasuring about _____**M^2** and **Open Terrace Area**, admeasuring about _____ **M^2** along with ____**%** undivided share in the Said Land and the Common Area, both the Apartment and the said Undivided share being collectively and cumulatively called as Apartment, and bounded as under :-

ON THE EAST - _____

ON THE WEST - _____

ON THE NORTH - _____

ON THE SOUTH - _____

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within-signed on the day, month and the year first above written.

(Drafted by Advocate Sunayana Gupta)

[This Agreement to sell is for Apartment No. _____(_____) in the scheme **"RACHANA PURVA "**]

LEFT THUMB	**PHOTO**	**NAME & SIGNATURE**
		FOR RACHANA DEVELOPERS, _____ **SHRI RAUNAK S/o. SHISHIR DIOTE** **PARTNER** **VENDORS/DEVELOPERS/PROMOTERS/** **PARTY NO. 1**
		_____ **PURCHASER NO. 1/PARTY NO. 2**

		_____ **PURCHASER NO. 2/PARTY NO. 2**
		_____ **WITNESS NO. 1**
		_____ **WITNESS NO. 2**

RECEIPT

Received of and from the PURCHASER/S/ALLOTTEE/S above named the sum of Rs._____(Rupees_____ _____Only) on execution of this agreement towards Earnest Money Deposit or application fee.

I say received. VENDORS/DEVELOPERS/PROMOTERS

Annexure A –Copy of Property Card

Annexure B – Sanctioned Layout Plan

Annexure C – Release Letter for Plot No. 05

Annexure D – Building Permit along with Sanctioned Plan

Annexure E – Title Verification Certificate & Search Report

Annexure F – RERA Registration Certificate

Annexure G- Specification