Annexure 'A'

-11-

(See rule 10(1))

Agreement to Sell

This Agreement to Sell made at.....this.....day of..... in the year Two Thousand and ……. between ……..

(I) M/S. RISHANK REALTORS 1 LLP, A Limited Liability Partnership Firm, Registered under the Limited Liability Partnership Act, 2008, bearing Incorporation Certificate No. ABZ-2982 having its Office at Plot No. 33, Opposite RPTS Road, Vivekanand Nagar, Nagpur-440015, Tahsil and District - NAGPUR (Income Tax PAN ABGFR1242N), and acting through its Designated Partner - SHRI. RAVI S/o RAMKARANDAS MITTAL, Resident of Duplex No. 1, “Royal Regency”, RPTS Road, Surendra Nagar, Nagpur-440015, Tahsil and District – NAGPUR (Maharashtra State), (Income Tax PAN ABWPM4688D, Aadhar Card No. 5448 8989 9562 & Mobile No. 9823099160) & (II) SHRI. MINAL S/o NARHARI KAWALE, Resident of Plot No. 51, Bhamti Road, Near Nagoba Mandir, Gudadhe Layout, Nagpur-440022, Tahsil and District – NAGPUR (Maharashtra State), {Income Tax PAN ACUPK8963A, Aadhar Card No. 9357 2182 1326 & Mobile No. 9823781202), hereinafter referred to as the Vendor/Promoter of the One Part.

AND

Shri./Mrs. _____ ____/o _____ _____, Aged about – _____ Years, Occupation – _____, Resident of _____, Tahsil – _____ and District – _____, Pin Code - _____, (Maharashtra State) (Income Tax PAN _____, Aadhar Card No. _____), hereinafter to hereinafter referred to as "the Allottee" (.... .....) of the Other Part.

A. DESCRIPTION OF THE PROJECT LAND:

ALL THOSE Pieces and Parcel of Non Agricultural Land bearing Survey/Khasra No. 12/1 of Mouza – PARSODI, having an area of 1.87 Hectors (i.e. 18700 Sq. Mtrs.), Rental Rs. 9.25 Yearly & Survey/Khasra No. 12/2 of Mouza – PARSODI, having an area of 1.27 Hectors (i.e. 12700 Sq. Mtrs.) out of Total admeasurements 1.87 Hectors, Rental Rs. 6.28 Yearly, both held in Bhogwatdar Class-1 Rights, P.S.K. 42, Khate Nos. 1173 & 1172 respectively, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR, which is more particularly described in the **First Schedule** hereunder written (Hereinafter referred to as the “Project land”).

B. TITLEHISTORYOFTHE LAND:

WHEREAS, it is observed from the Revenue papers produced before me that, the property comprising ALL THAT Piece and Parcel of Land bearing Survey/Khasra No. 12/1 of Mouza – PARSODI, having an area of 1.87 Hectors, Rental Rs. 9.25 Yearly, held in Bhogwatdar Class-1 Rights, P.S.K. 42, Khate No. 1173, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR, belongs to (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale, jointly, having purchased the same by it/him from Sonali Gajanan Deulkar, by a Sale Deed Dated 20/10/2023, which is duly registered in the office of the Joint Sub Registrar Nagpur Gramin No. 7, in Book No. 1, at Sr. No. 10799 on even date.

AND WHEREAS, in the like manner it is observed from the Revenue papers produced before me that, the property comprising ALL THAT Piece and Parcel of Land bearing Survey/Khasra No. 12/2 of Mouza – PARSODI, having an area of 1.27 Hectors out of Total admeasurements 1.87 Hectors, Rental Rs. 6.28 Yearly, held in Bhogwatdar Class-1 Rights, P.S.K. 42, Khate No. 1172, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR, belongs to (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale, jointly, having purchased the same by it/him from Shri. Amol Chandrabhan Deulkar & others, by a Sale Deed Dated 1/11/2023, which is duly registered in the office of the Joint Sub Registrar Nagpur Gramin No. 7, in Book No. 1, at Sr. No. 11230 on even date.

AND WHEREAS as a result therefore the said (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale, have now become absolute, exclusive, full and joint Owners of the aforesaid properties comprising Khasra/Survey No. 12/1 having an area of 1.87 Hector and Khasra/Survey No. 12/2 having a total area of 1.27 Hector, thus total area of 3.14 Hectors (i.e. 31400 Sq. Mtrs.) with heritable and transferable rights therein and the same is also accordingly mutated in its/his joint names in all relevant records as also in 2 separate 7/12 Extracts.

AND WHEREAS, the said (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale lateron jointly decided to develop the aforesaid entire land bearing Khasra Nos. 12/1 and 12/2, having total area of 3.14 Hectors (i.e. 31400 Sq. Mtrs.) of Mouza – Parsodi, in Tahsil – Nagpur Rural and District – NAGPUR into a Residential Layout by carving out 60 Plots of different sizes therein.

AND WHEREAS, (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale applied for conversion of the said land from Agricultural Use to Non Agricultural (Residential) Use and after considering its request the Tahsildar, Nagpur (Gramin), vide its Order in Revenue Case No. 20/N.A.P.-34/2024-2025 converted the said

Agricultural Land for Non Agricultural (i.e. Residential) Use. As per Order passed by the Tahsildar, Nagpur (Gramin) an Area 3055.62 Sq. Mtrs. is under Proposed Amenity Space, 3045.04 Sq. Mtrs. is under Proposed Recreation Open Space/Play Ground, 10284.23 Sq. Mtrs. is under Internal Road Area and the remaining land of 20129.05 Sq. Mtrs. under Plotable Area (i.e. Residential Plots).

AND WHEREAS, thereafter, the Deed of Partition is executed between (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal, (II) Shri. Minal Narhari Kawale & (III) Sunita Vijay Mankar regarding the plots situated in the said layout on 28/01/2025, which is duly registered in the office of the Joint Sub Registrar Nagpur City No. 8, in Book No. 1, at Sr. No. 899 on even date. That as per the said Deed of Partition, Sunita Vijay Mankar is absolute, exclusive and full owner of the Plot Nos. 1 & 2 and (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale are absolute, exclusive, full and joint owners of the Plot Nos. 3 & 60 and Amenity Space in the said layout.

AND WHEREAS as a result therefore the said (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale has now become an exclusive, absolute, full and joint Owners of the aforesaid properties comprising Khasra/Survey No. 12/1 having an area of 1.87 Hector and Khasra/Survey No. 12/2 having a total area of 1.27 Hector, thus total area of 3.14 Hectors (i.e. 31400 Sq. Mtrs.) with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records as also in 2 separate 7/12 Extracts.

AND WHEREAS the Promoters are entitled and enjoined upon to carve out layout on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

C. <u>N. A. CONVERSION OF LAND</u>:

AND WHEREAS (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale applied for conversion of the said land from Agricultural Use to Non Agricultural (Residential) Use and after considering its request the Tahsildar, Nagpur (Gramin), vide its Order in Revenue Case No. 20/N.A.P.-34/2024-2025 converted the said Agricultural Land for Non Agricultural (i.e. Residential) Use. As per Order passed by the Tahsildar, Nagpur (Gramin) an Area 3055.62 Sq. Mtrs. is under Proposed Amenity Space, 3045.04 Sq. Mtrs. is under Proposed Recreation Open Space/Play Ground, 10284.23 Sq. Mtrs. is under Internal Road Area and the remaining land of 20129.05 Sq. Mtrs. under Plotable Area (i.e. Residential Plots).

D. SANCTIONOFTHELAYOUT PLAN:

AND WHEREAS the said Vendor/Promoter lateron decided to develop the aforesaid entire land bearing Khasra Nos. 12/1 and 12/2 having total area of 3.14 Hectors (i.e. 31400 Sq. Mtrs.) of Mouza – Parsodi, in Tahsil – Nagpur Gramin and District – NAGPUR into a Residential Layout by carving out various Plots of different sizes therein.

AND WHEREAS accordingly the said (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale, the Vendor/Promoter has prepared a Layout of the aforesaid entire land by carving out 60 (Sixty) separate Plots of different sizes therein and the said layout is known and styled as **"RADHA KRISHNA NAGAR"** and the same is also duly sanctioned and approved by the Executive Engineer of the Nagpur Metropolitan Region Development Authority, bearing No. _____, Dated ____/____/2025.

E. DEVELOPMENT AGREEMENT WITH NAGPUR METROPOLITAN REGION DEVELOPMENT AUTHORITY:

AND WHEREAS a separate Development Agreement in respect of the aforesaid property comprising Khasra Nos. 12/1 and 12/2 having a total area of 31400 Sq. Mtrs. of Mouza – Parsodi in Tahsil – Nagpur Gramin and District – Nagpur is also executed between the Nagpur Metropolitan Region Development Authority and (I) M/s. RISHANK REALTORS 1 LLP, Acting through its Designated Partner - Shri. Ravi Ramkarandas Mittal & (II) Shri. Minal Narhari Kawale on _____ for the aforesaid property.

F. REAL ESTATE PROJECT NAME :

The name of the proposed **Residential Layout/Project** is "Radha Krishna Nagar".

G. Maha RERA REGISTRATION:

The Residential Layout named and styled as Radha Krishna Nagar is registered under provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (Maha RERA) and the said Residential Layout bears Maha RERA Registration No. _____. The registration of the Residential Layout named and styled as Radha Krishna Nagar is valid from _____ till _____, subject to further extension/renewal of the Project by the Developer from the Maharashtra Real Estate Regulatory Authority (Maha RERA).

H. PROJECT PHASES:

The proposed **Residential Layout**/**Project** will be developed in **Single Phase**.

I. F.S.I.ON PLOTS:

The **Floor Space Index** (F.S.I.) granted by the Nagpur Metropolitan Region Development Authority on the **Plots** in the **Residential Layout** of Radha Krishna Nagar as on date is ____.

DISCLOSURE REGARDING ATTACHMENT, CLAIMS, DISPUTES, INJUNCTION, LIENS, LITIGATIONS, TENANTS, MORTGAGE ON THE PROJECT LAND / PLOTS:

The Vendor and the Developer declare that no third person is having any claim ownership, title, share, interest or right of partition in any manner, whatsoever in the Project land and / or the Plotagreedtobesoldtothe Purchaser. TheVendorandtheDeveloperdeclarethatthere areno tenantsontheProject landand/ orthe saidPlotandthe VendorandtheDeveloper declarethat they have undisputed, clear, vacant and peaceful possession over the said Project land and the said Plot. The Vendor and the Developer declare that there are no illegal encroachments over the Project land and / or the Plot agreed to be sold to the Purchaser. The Vendor and the Developer declare that no consent, clearance, no-objection or permission is required by them from the Nagpur Metropolitan Region Development Authority and / or any Development, Planning, Sanctioning, Local and Revenue Authorities in order to assign, convey, sell or transfer the Plot in the proposed layout to the Purchaser.The Vendor and the Developer declare that the Project land and / or thePlot agreed to be sold to the Purchaser is not mortgaged with any bank, society or financial institution nor there is any charge, encumbrance or lien any bank, society or financial institution over the Project land and / or the said Plot.

The Vendor and the Developer further declare that no dispute, civil suit, lis-pendens, recovery proceedings or any form of litigation is pending against them before any Court, Forum, Tribunal, Development, Planning, Sanctioning, Local or Revenue Authorities pertaining to ownership, title and possession of the Project land and / or the Plot hereby agreed to be sold to the Purchaser. The Vendor and the Developer declare that no attachment, auction or injunction or stay order etc. is passed by any Court, Forum, Tribunal or Development, Planning, Sanctioning, Local and Revenue Authorities which prohibit or restrain the Vendor and the Developer to sell the said Plot to the Purchaser.

WHEREAS the Developer is entitled and enjoined upon to lay and develop Residential layout on the Project land in accordance with the recitalshereinabove.

WHEREAS the Developer is in possession of the Project land the Plots agreed to be sold to the Purchaser.

WHEREAS the **Purchaser** is offered **Plot No**. (Herein after referred to as the said "**Plot**") inthe**ResidentialLayout**/**Project**namedandstyledas "**RADHA KRISHNA NAGAR** (Hereinafterreferred toasthesaid"**Projectland**") developed bytheDeveloper.

WHEREAS the Developer have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

WHEREAS the Developer has registered the said Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (Maha RERA) bearing Registration No. _____, the authenticated copy is attached in **Annexure**–"**F**".

WHEREAS the Developer has appointed an Architect and an Engineer for preparation of the Layout Designsand Drawings of the Residential layout and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Residential layout.

WHEREAS by virtue of the Development Agreement / Power of Attorney, the Developer has sole and exclusive right to sell the Plots in the said Residential layout to be developed by the Developer on the Project land and to enter into Agreement to Sell with the Purchaser of the Plot and to receive the sales consideration in respect thereof.

WHEREAS on demand from the Purchaser, the Developer has given inspection to the Purchaser, all the documents of title relating to the Project land and the plans, designs and specifications prepared by the Developer's Architect, **Shri** _____, Address: _____, Nagpur – 4400___ and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the said "Act") and the Rules and Regulations made thereunder.

WHEREAS the authenticated copies of Certificate of Title issued by **Ritesh C. Mahendra** (Advocate), Plot No.O-5, Bhakti Apartment, Atha Rastha Square, Laxmi Nagar, Nagpur – 440022 and the authenticated copies of Title Deeds, 7/12 extract, N.A. Order,

Approved Layout Plan, Gram Panchayat Tax Receipt sandotherrelevantrevenuerecordshowingthenatureofthetitleof the Vendorandthe Developer to the Project land on which the Residential layout is developed have been annexed hereto and marked as **Annexure**–"**A**"&"**B**", respectively.

WHEREAS the authenticated copies of the **Layout Plan** as approved by the Nagpur Metropolitan Region Development Authority has been annexed hereto and marked as **Annexure** "**C** – **1**".

WHEREAS the Developer has got some of the approvals from the Nagpur Metropolitan Region Development Authority to the Plans, Specifications, Elevations, Sections and of the said Residential layout and shall obtain the balance approvals from the Nagpur Metropolitan Region Development Authority and various Competent Authorities from time to time, so as to obtain Release Letter /Occupancy Certificate of the said Residential layout.

WHEREAS while sanctioning the Layout Plan, the Nagpur Metropolitan Region Development Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed bytheDeveloperwhiledevelopingtheProjectlandandthesaidResidentiallayoutandupondue observance and performance of which only, the Release Letter / Occupancy Certificate in respect of the said Residential layout shall be granted by Nagpur Metropolitan Region Development Authority.

WHEREAS the Developer has accordingly commenced laying and development of the said Residential layout in accordance with the sanctioned Layout Plan.

WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws, are now willing to enter into this Agreement to Sell on the terms and conditions appearing hereinafter.

WHEREAS prior to the execution of these presents the Purchaser has paid to the Developer, a sum of **Rs**._____/- (Rupees _____**Only**) beingpartpaymentofthesaleconsiderationofthePlotagreedtobesoldbytheVendorandthe Developerto the Purchaser as advance payment or applicationfee (thepaymentandreceipt

whereof,theDeveloperherebyadmitsandacknowledges)andthePurchaserhasagreedtopay totheDeveloper,thebalanceofthesaleconsiderationinthemannerhereinafterappearing.

WHEREAS under Section 13 of the said Act, theVendor and the Developer are required to execute a written Agreement to Sell of said Plot with the Purchaser, being in fact the presents and alsotoregisterthesaidAgreementtoSellundertheRegistrationAct,1908.

In accordance with the terms and conditions set out in this Agreement to Sell and as mutuallyagreeduponbyandbetweentheparties,theVendorandtheDeveloperherebyagreeto sell and the Purchaser hereby agrees to purchase the Plot and the Garage / Covered Parking (if applicable).

NOWTHEREFORETHISAGREEMENTTOSELLWITNESSETHANDITISHEREBYAGREEDBYANDBETWEEN THE VENDOR, THE PURCHASER AND THE DEVELOPER HERETO AS FOLLOWS:-

1. The **Developer** has proposed to lay and develop **Plot Nos**. **1 to 65** having **Plotable Area** of **Land** admeasuring **20129.05 Sq**. **Mtrs**. and**Open Space**admeasuring **3045.04 Sq**. **Mtrs**. over all that piece and parcel of **Non** – **Agricultural land** total containing by admeasurement **37400.00 Sq**. **Mtrs**. bearing **Khasra No**. **12/1 & 12/2** of Mouza – PARSODI, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR in accordance with the plans, designs and specifications as approved by the Nagpur Metropolitan Region Development Authority or other Planning and Local Authorities, from time to time.

ProvidedthattheDevelopershallhavetoobtainpriorconsentinwritingofthePurchaserinrespect of variations or modifications which may adversely affect the Plot of the Purchaser except any alterationoradditionrequiredbyanyGovernmentauthoritiesorduetochangeinlaw.

1a. (**i**)The Purchaser hereby agrees to purchase from the Vendor and the Developer and the VendorandtheDeveloperherebyagreetoselltothePurchaser,the**PlotNo**.admeasuring **Sq**. **Mtrs**. (_____**Sq**. **Fts**.) in the **Residential Layout** / **Project** named and styled as **Radha Krishna Nagar** as shown in the **Layout Plan**thereof hereto annexed andmarked**Annexures** "**C-1**"fortheconsiderationof**Rs**._____/- including**Rs**._____/- being the proportionate price of the **Common Areas** &**Facilities** appurtenant to the Layout, the nature, extentand descriptionoftheCommonAreasandFacilitieswhicharemoreparticularlydescribedin the

SecondScheduleannexedherewith.

(ThepriceofthePlotincludingtheproportionatepriceoftheCommonAreasandFacilitiesandparkingspacesshouldbe shownseparately).

(ii) The Purchaser hereby agrees to purchase from the Vendor and the Developer and the Vendor and the Developer hereby agree to sell to the Purchaser, a **Garage** / **Mechanical Car Parking No**. **Nil** admeasuring 0.00 Fts. length x 0.00 Fts. breath x 0.00 Fts. vertical clearence at **Basement** / **Podium Stilt level** in the **Residential Layout** / **Project** named and styled as **Radha Krishna Nagar** for the consideration of **Rs**. **Nil**/-

(iii) The Purchaser hereby agrees to purchase from the Vendor and the Developer and the VendorandtheDeveloperherebyagreetoselltothePurchaser,a**CoveredParkingSpaceNo**.**Nil** admeasuring 0.00 Fts. length x 0.00 Fts. breath x 0.00 Fts. vertical clearence at **Nil level** in the **Residential Layout** / **Project** named and styled as **Radha Krishna Nagar** fortheconsiderationof**Rs**. **Nil**/-

1b.Thetotalaggregateconsiderationamountofthesaid**Plot**including**Garage** / **Mechanical Car Parking** / **Covered Car Parking** is thus **Rs**. **Nil**/-.

1c.The**Purchaser**haspaidonorbeforeexecutionofthisAgreement**toSell**,asumof**Rs**. _____/- (**Rupees** _____**Only**) (not exceeding **10**% of the total sales consideration amount) as **Advance Payment** and the Purchaser hereby agrees to pay tothe Developer, the balance sales consideration amount in the manner as mentioned the Schedule of Manner of Payment hereunder written.

The balance sales consideration amount shall be deposited by the **Purchaser** in the **Developer's RERA Designated Collection Bank Account No**. _____ in _____ **Bank**, _____ **Branch**, **Nagpur** having **IFS Code** _____, situated at _____, **Nagpur**. In addition to the above bank account, the **Developer** has opened in the same bank, **RERA Designated Separate Bank Account No**. _____ and **RERA Designated Transaction Bank Account No**. _____ in _____ **Bank**, _____ **Branch**, **Nagpur** having **IFS Code** _____, situated at _____, **Nagpur**, respectively.

(Note: For Projects where the Promoters have Area Share, the 3 Bank Accounts of the Project of all the Promoters shall be listed. For Projects where Promoters have Revenue Share, the Bank Accounts of all the Promoters as well as the RERA Designated Master Bank Account of the Project shall be listed).

The Purchaser hereby agrees to pay the balance sales consideration amount to the Developer in the following manner:-

i. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **30**% of the total consideration) to be paid to the **Developer** after execution of this Agreement to Sell.

ii. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **45**% of the total consideration) to be paid to the **Developer** on completion of the **Plinth** of the **Building** in which the said **Plot** is located.

iii. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **70**% of the total consideration) to be paid to the **Developer** on completion of the **Slabs** including **Podiums** and **Stilts** of the **Building** in which the said **Plot** is located.

iv. Amount**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **75**% of the total consideration) to be paid to the **Developer** on completion of the **Walls**, **Internal Plaster**, **Floorings Doors** and **Windows** of the said **Plot**.

v. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **80**% of the total consideration) to be paid to the **Developer** on completion of the **Sanitary Fittings**, **Staircases**, **Lift Wells**, **Lobbies** up to the **Floor Level** of the said **Plot**.

vi. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **85**% of the total consideration) to be paid to the **Developer** on completion of the **External Plumbing** and **External Plaster**, **Elevation**, **Terraces** with **Waterproofing**ofthe**Building** in which the said **Plot** is located.

vii. Amountof**Rs**._____/-(**Rupees**_____**Only**)
(not exceeding **95**% of the total consideration) to be paid to the **Developer** on completion of the**Lifts**, **Water Pumps**, **Electrical Fittings**, **Electro**, **Mechanical** And **Environment Requirements**, **Entrance Lobby**, **Plinth Protection**, **Paving ofAreas**appertainandallotherrequirementsasmay be prescribed in this AgreementtoSellof the Building in which the said **Plot** is located.

viii. **Balance Amount** of **Rs**. _____/- (**Rupees** _____**Only**) against and at the time of handing over of the **Possession** of the **Plot** to the

Purchaser on orafter receipt of the **Release Letter** / **Occupancy Certificate**.

1d.The total sales consideration amount above excludes taxes (consisting of tax paid or payable by the Developer by way of G.S.T, V.A.T., Service Tax and Cesses or any other similar taxes which may be levied in connection with the development of the said Plot and the layout payable by the Developer) up to the date of handing over the possession of the Plot.

1e.The total sales consideration amount is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the Nagpur Metropolitan Region Development Authority and / or any other increase in charges which may be levied or imposed by the Nagpur Metropolitan Region Development Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the Nagpur Metropolitan Region Development Authority or other Planning and Competent Authorities, the Developer shall enclose the said notification, order, rule, regulation published or issued in that behalf to that effect along with the demand letter being issued to the Purchaser and the same shall only be applicable on subsequent payments.

1f.The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Purchaser by the Developer.

1g.The Developer shall confirm the final Plotable Area that has been agreed to be sold tothe Purchaser after the development of the layout is complete and the Release Letter / Occupancy Certificate is granted by the Nagpur Metropolitan Region Development Authority by furnishing details of the changes (if any) in the Plotable Area, subject to a variation cap of 3% (Three Percent). The total sales consideration amount payable for the Plotable Area of the said Plot shall be recalculated upon confirmation by the Developer. If there is any reduction in the Plotable Area of more than the defined limit of 3% (Three Percent), then the Developer shall refund the excess money paid by Purchaser within45(FortyFive)dayswith annual interestatthe ratespecifiedinthe Rules, from the date when such an excess amount was paid by the Purchaser. However, if there is any increase in the Plotable Area of the Plot agreed to be sold to the Purchaser, the Developer can demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same Rate per Square Meter as agreed in Clause 1 (a) of this Agreement to Sell.

1h.The Purchaser authorizes the Developer to adjust / appropriate all payments made byhim under any heads of dues against lawful outstanding, if any, in his name as the Developer may in itssole discretion deem fit and the Purchaserundertakes nottoobject, demandordirect the Developer to adjust his payments in any manner.

(**Note**: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installmentslinkedtonumberofBasements/Podiums/FloorsincaseofmultistoriedBuilding)

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagpur Metropolitan Region Development Authority atthetimeofsanctioningtheLayout Planorthereafterandshallbeforehandingover possession of the Plot to the Purchaser, obtain Release Letter / Occupancy Certificate from the Nagpur Metropolitan Region Development Authority in respect of the said layout.

Time is essence for the Vendor and the Developer as well as the Purchaser. The DevelopershallabidebythetimescheduleforcompletingthelayoutandhandingoverthePlotto the Purchaser and the Common Areas to the Association of Plot Owners after receiving Release Letter / Occupancy Certificate or both, as the case may be. Similarly, the Purchaser shall make timelypaymentsoftheinstallmentsandotherduespayablebyhimandcomplyotherobligations under this Agreement to Sell, subject to the simultaneous completion of development by the Developer asprovidedinClause1(c)hereinabove("PaymentPlan").

3. The Developer hereby declares that the Floor Space Index (F.S.I.) available as on date in respect of the Plots in the layout is _____ only and the Developer has planned to utilize Floor Space Index of Floor Space Index (F.S.I.) by availing T.D.R. or F.S.I. available on payment of premiumsorF.S.I.availableasincentiveF.S.I.byimplementingvariousschemesasmentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index (F.S.I.) of Nil as proposed to beutilizedbyitontheProjectlandinthesaidlayoutandPurchaserhasagreedtopurchasethesaid PlotbasedontheproposedconstructionandsaleofPlotsbyutilizingtheproposedF.S.I.

IftheDeveloperfailstoabidebythetimeschedulefor completingthelayoutandhanding overthePlottothePurchaser,theDeveloperagreestopaytothePurchaser,whodoesnotintends towithdrawfrom the Project,simple interest @ 02%(Two Percent) per Annum over and above the maximum prevailing PrimeLendingRate(P.L.R.)of StateBankofIndiaonall amount paid by thePurchaserforeverymonthofdelaytillthedayofhandingoverpossessionor registration of Sale Deed.

WithoutprejudicetotherightsoftheDevelopertochargeinterestintermsofsubClause 4.1 above, on the Purchaser committing defaultin payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement to Sell (including his proportionate share of taxes levied by the Nagpur Metropolitan Region Development Authority or other Planning and LocalAuthoritiesandotheroutgoings)andonthePurchasercommitting3(Three)defaultsofpaymentof installments, the Vendor and the Developershall at their own option, may terminate this Agreement to Sell.

ProvidedthattheVendorandtheDevelopershallgivenoticeof15(Fifteen)daysinwritingtothe PurchaserbyRegisteredPostA/dattheaddressprovidedbythePurchaserandmailatthee-mail address provided by the Purchaser, of their intentions to terminate this Agreement to Sell andof the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement to Sell. If the Purchaser fails to rectify the breach or breaches mentionedbytheVendorandtheDeveloperwithintheperiodofnotice, then at the end of such noticeperiod,Vendorand the Developershallbeentitled to terminate this Agreement to Sell.

Provided further that upon termination of this Agreement to Sell as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developer) within a period of 30 (Thirty) daysof the termination, the installments of sale consideration of the Plot which may till then have been paid by the Purchaser to the Developer.

5. The fixtures and fittings with regard to the Floorings and Sanitary Fittings and Amenities like one or more Lifts with particular brandorprice range(ifunbranded)tobeprovidedbythe DeveloperinthesaidlayoutandthePlotasaresetoutin**Annexure**-"**E**",annexedhereto.

6. The Developer shall give possession of the said **Plot** to the Purchaser on or before

31st Day of **December**, **2027** (Two Thousand Twenty Seven). If the Developer fails or neglects to give possession of the Plot to the Purchaser on account of reasons beyond its control by the aforesaid date, then the Developer shall be liable on demand to refund to the Purchaser the amountsalreadyreceivedbyitinrespectofthePlotwithinterestatthesamerateasmay mentioned intheClause4.1 herein above from the date, the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for completion of the layout and date of handing over physical possession of Plot within stipulated time, if the completion of layout in which the Plot is situated is delayed on account of:-

(i) War,Flood,Drought,Fire,Cyclone,Earthquake,CivilCommotionoranyothercalamity caused by nature or Act of God affecting the regular development of the Real Estate Project.

(ii) Any notice, order, rule, notification of the Government and / or other Public or CompetentAuthority / Court.

The period for which registration shall be valid shall and shall exclude such period where actual workcould not becarriedby theDeveloper asthe sanctionedLayoutPlan due to specific stay or injunction orders relating to the Project from any Court of law, Tribunal, Competent Authority, Statutory Authority, High Power Committee etc.

PROCEDUREFORTAKINGPOSSESSION

The Developer, upon obtaining the Release Letter / Occupancy Certificate from the Nagpur Metropolitan Region Development Authority and the payment made by the Purchaser as per this Agreement to Sell shall offer in writing the possession ofthe Plot tothePurchaser interms ofthis AgreementtoSellto be taken within 3 (Three) months from the date of issue of such Notice and the Developer shall give possession of the Plot to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of anyoftheprovisions,formalities, documentationon part of the Developer. The Purchaser agrees to pay the Maintenance Charges as determined by the Developer or the Association of Plot Owners, as the case may be. The Developer on itsbehalf shall offer the possession to the Purchaser in writing within 7 (Seven) days of receivingthe Release Letter / Occupancy Certificate of the layout.

The Purchaser shall take possession of the Plot within 15 (Fifteen) days of the written

notice from the Developer to the Purchaser intimating that the said Plot is ready for use and occupancy:

FAILUREOFPURCHASERTOTAKEPOSSESSIONOFPLOT:

Upon receiving a written intimation from the Developer as per Clause 8.1, the Purchaser shall takepossessionofhisPlotfromtheDeveloperbyexecutingnecessaryindemnities,undertakings and such other documentation as prescribed in this Agreement to Sell and the Developer shall givepossessionof thePlottothePurchaser.IncasethePurchaserfailstotakepossessionwithin the time provided in Clause 8.1 then also the Purchaser shall be liable to pay Non – Agricultural Taxes, Municipal Corporation Taxes and Maintenance Charges to Revenue Authorities, Government Departments and the Association of Plot Owners, as applicable.

If within a period of 5 (Five) years from the date of handing over the Plot to the Purchaser, the Purchaser brings to the notice of the Developerany structural defect in the Plot or the layout in which the Plot is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Plot or any part thereof or permit the same to be used only for Residential purpose. He shall use the Garage/ Covered/ Open Parking Space for the purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser of other Plots in the layout shall join in forming and registering Association of Plot Owners to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the Association and for becoming a Member, including bye-laws of the proposed Association and duly fill in, sign and execute necessary applications, forms and documents and return to the Developer within 7 (Seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to form and register the Association of Plot Owners. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye -laws of the Association or as may be

required by the Deputy Director of Co-Operative Societies or any other Competent Authority.

The Vendor and the Developer shall within 3 (Three) months of registration of the Association of Plot Owners, as aforesaid, cause to be transferred all rights, title and the interest of the Vendor and the Developer in the said layout in which the said Plot is situated.

The Vendor and the Developer shall within 3 (Three) months of registration of the Association of Plot Owners, as aforesaid, cause to be transferred to the Association of Plot Owners, all the rights, title and the interest of the Vendor and the Developer and / or theowners in the Project land on which the layout with multiple Plots are laid and developed.

Within 15 (Fifteen) days after Notice in writing is given by the Developer to the Purchaser that the Plot is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the Plotable of the Plot) of outgoings in respect of the Plots and the layout, namely, Non – Agricultural Taxes, Gram Panchayat Taxes, ElectricityBills, Maintenance Charges, or such other charges and taxes that maybe levied by the Nagpur Metropolitan Region Development Authority or other Planning and Local Authorities and / or water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expensesnecessaryandincidentaltothemanagementandmaintenanceofthelayoutandthePlots. UntiltheAssociationofPlotOwnersisformedandthesaidlayoutistransferredtoit,the PurchasershallpaytotheDevelopersuchproportionateshareofoutgoingsasmaybe determined. The Purchaser further agrees that till the Purchaser's share is so determined the PurchasershallpaytotheDeveloperprovisionalmonthlycontributionof**Rs**._____/- per Month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance / assignment of lease ofthe of the layout is executed in favour of the Association, as aforesaid. On such conveyance / assignment of lease being executed for the layout, the aforesaid deposits (less deduction provided for in this Agreement to Sell)shall be paid overby the Developerto the Association, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said Plot keep deposited with the Developer, the following amounts:-

(i) **Rs**._____/-forsharemoney,applicationentrancefeeoftheAssociation

(ii) **Rs**._____/-forformationandregistrationoftheAssociation

(iii) **Rs**._____/- for proportionate share of taxes and other charges / levies in respect of the Association

(iv) **Rs**._____/- fordeposittowardsprovisionalmonthlycontributiontowardsoutgoingsofthe Association

(v) **Rs**._____/- fordeposittowardswater,electric,andotherutilityandservicesconnection charges &

(vi) **Rs**._____/-fordepositsofelectricalreceivingandSubStationprovidedintheLayout

11. The Purchaser shall pay to the Developer a sum of **Rs**. _____/formeetingalllegalcosts, charges and expenses, including professional costs of the Attorney-at- Law / Advocates of the Developer in connection with formation of the said Association or and for preparing its rules, regulationsandbye-lawsandthecostofpreparingandengrossingtheconveyanceorassignment oflease.

12. At the time of registration of conveyance or lease of the Plots in the Residential layout, thePurchasershallpaytotheDeveloper,thePurchaser'sshareofStampDutyand Registration Charges payable by the said Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Plots of theResidential layout. At the time of registration of conveyance or lease of the Project land, the Purchaser shall pay to theDeveloper, thePurchaser'share Stamp Duty and Registration Charges payable by the said Association on such conveyance or lease or any document or instrument of transfer in respectof the structure of thesaid land to be executed in favourof the Association.

13. <u>REPRESENTATIONSANDWARRANTIESOFTHEVENDORANDTHEDEVELOPER</u>

TheVendorandtheDeveloperherebyrepresentandwarranttothePurchaserasfollows:

i. TheVendorandtheDeveloperhaveclearandmarketabletitlewithrespecttothe Project land as declared in the title report annexed to this Agreement to Sell and has the requisiterightstocarry outdevelopment uponthePro ject landandalsohasactual,physical and legalpossessionoftheProjectlandfortheimplementationoftheProject.

ii. The Developer have lawful rights and requisite approvals from the Competent

AuthoritiestocarryoutdevelopmentoftheResidentiallayoutandPlotsandshallobtainrequisite approvalsfromtimetotimetocompletethedevelopmentoftheResidentiallayoutandPlots.

iii. There are no encumbrances upon the Project land or the Plots except those disclosed in the Title Report.

iv. There are no litigations pendingbefore any Court of lawwithrespect tothe Project land or Plots except those disclosed in the Title Report.

v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Projectland and saidPlots are validandsubsisting andhave beenobtainedby following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project land and said Plots shall be obtained by following due processoflawandtheDeveloperhasbeenandshall,atalltimes,remaintobeincompliancewith all applicable laws in relation to the Project land, Plots and Common Areas.

vi. TheVendorandtheDeveloperhavetherighttoenterintothisAgreementtoSellandhas not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

vii. The Vendor and the Developer have not entered into any Agreement to Sell and / or Development Agreement or any other Agreement / Arrangement with any person or party with respect to the Project land, including the said Plot which will, in any manner, affect the rights of PurchaserunderthisAgreementtoSell.

viii. The Vendor and the Developer confirm that they are not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement to Sell.

ix. AtthetimeofexecutionoftheconveyancedeedofthestructuretotheAssociationofPlot Owners, the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areasof the Structure to the Associationof PlotOwners.

x. TheDeveloperhasdulypaidandshallcontinuetopayanddischargeundisputedgovernmental dues, rates,chargesandtaxesandothermonies,levies,impositions,premiums,damagesand / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities.

xi. NonoticefromtheGovernmentoranyotherlocalbodyorauthorityorany legislative enactment, government ordinance, order, notification (including any notice for acquisitionor requisitionofthesaid property) hasbeen receivedorserveduponthe Vendorand the Developer in respect of the Project land and / or the Project except those disclosed in the Title Report.

14. The Purchaser himself with intention to bring all persons into whosoever hands the Plot may come,herebycovenantswiththe Vendor andtheDeveloperas follows:-

i. Tomaintainthe Plot at the Purchaser's owncost in goodconditionfrom the date that of possession of the Plot is taken and shall not do or suffertobedoneanythinginthePlotorto the layout in which the Plot is situated which may be against the rules, regulations or bye-lawsorchange/alterormakeadditioninortothelayoutinwhichthePlotissituatedandthePlotitself oranyparttthereofwithouttheconsentofthelocalauthorities,ifrequired.

ii. NottostoreinthePlot anygoodswhichareofhazardous,combustibleordangerous in nature or and not to store goods which are objected to by the Nagpur Metropolitan Region Development Authority and other localauthoritiesandshalltakecarewhilewhichmaycauseanynuisanceordamageinAmenityor Open Space, including entrances of the layout and in case any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. TocarryoutathisowncostallinternalrepairstothesaidPlotandmaintainthePlotinthe samecondition, stateand order in which it was delivered by the Developer to the Purchaserand shall not do or suffer to be done anything in or to the layout inwhichthePlotissituatedor thePlotwhichmaybecontrarytotherulesandregulationsandbye-lawsofthe Nagpur Metropolitan Region Development Authority or other Planning and Local Authorities. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Nagpur Metropolitan Region Development Authority or other Planning and Local Authorities.

iv. Not todemolish orcause tobe demolished the Plotor any part thereof, nor atanytime make or cause to be made any addition or alteration of whatever nature in or to the Plot or any part thereof, nor any alteration in the elevation and outside colour of the layout in which the Plotissituated andshall keepthe portion,sewers,drainsandpipesinthePlotandthelayoutand the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to supportshelterandprotecttheotherpartsofthelayout-inwhichthePlotissituatedandshallnot chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structures in the Plot without the prior written permission of the Developerand / or the Association.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land and the layout in which the Plot is situated or any part thereof or wherebyanyincreasedpremiumshallbecomepayableinrespectoftheinsurance.

Nottothrowdirt,rubbish,rags,garbageorotherrefuseorpermitthesametobethrown from the said Plot in the compound or anyportion of the Project land and the layoutin whichthe Plot is situated.

vi. PaytotheDeveloperwithin15(Fifteen)daysofdemandbytheDeveloper,his share of security deposit for Electricity supply and Water connection or any other service connection to the layout in which the Plot is situated, as may be demanded by the Nagpur Metropolitan Region Development Authority or other Planning and Local Authorities.

vii. Tobearandpayincreaseinlocaltaxes,watercharges,insuranceandsuchother levies,if any,whichare imposed by the Nagpur Metropolitan Region Development Authority atorotherPlanningandLocalAuthorities on account of change of user of the Plot by the Purchaser for any purposes other than for purpose for which it is sold.

viii. ThePurchasershallnotlet,sub-let,transfer,assignorpartwithinterestorbenefitfactor of this Agreement to Sell or part with the possession of the Plot until all the dues payable by the PurchasertotheDeveloperunderthisAgreementtoSellarefullypaidup.

ix. The Purchaser shall observe and perform all rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protectionandmaintenance ofthe saidlayout andthe Plotstherein
andfortheobservanceandperformanceoftheDevelopmentControlRules,Regulationsandbye-lawsforthetimebeingofthe Nagpur Metropolitan Region Development Authority andotherlocalauthorities,governmentandpublic bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid downbytheAssociationregardingtheoccupancyanduseofthePlot inthelayoutandshall pay and

contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance withthe terms ofthisAgreementto Sell.

x. Till a conveyance of the layout in which Plot is situated is executed in favour of the Association, the Purchaser shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said layout or anyparttherеoftoviewandexaminethestateandconditionthereof.

xi. Till a conveyance of the Project land on which the layout in which Plot is situated is executedinfavouroftheAssociation,thePurchasershallpermittheDeveloper andits surveyors and agents, with or without workmen and others, at all reasonable times, to enter into andupon the Project land or any part thereof to view and examine the state and condition thereof.

The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of membership fees, transfer fees, share capital etc. for the formation and functioning of the Association of Plot Ownersortowardsoutgoings,legalchargesandtheDevelopershallutilizetheamountsonlyfor the purposes for which they have been received.

15. **A** In case the transaction beingexecutedbythisAgreementtoSell between theDeveloper and the Purchaser is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shallbe paid bythe Developer and thePurchaser both, as the case may be, in accordance with the agreed terms of payment.

16. Nothingcontained inthisAgreement to Sellisintendedto be nor shallbe construedasa grant, demise or assignment in law of the said Plot and the layout or any part thereof. The Purchaser shall have no claim save and except in respect of the Plot hereby agreed to be soldto himandthePlots,AmenitySpace,OpenSpaceandInternalRoadswillremainthepropertyofthe Vendor and the Developer until the said layout is transferred to the Association and until the ProjectlandistransferredtotheAssociation,ashereinbeforementioned.

17.<u>THEVENDORANDTHEDEVELOPERSHALLNOTMORTGAGEORCREATEACHARGE</u>

After the Vendor and the Developer execute this Agreement to Sell, they shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage orchargeshallnotaffecttherightandinterestofthePurchaserwhohastakenoragreed to take such Plot.

18. BINDING EFFECT

Forwarding this Agreement to Sell to the Purchaser by the Developer does not create a binding obligation on the part of the Vendor and the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registraras andwhenintimated by theDeveloper.IfthePurchaserfailstoexecuteanddeliverto the Developer this Agreement to Sell within 30 (Thirty) days from the date of its receipt by the Purchaser and / or appear before theSub- Registrar for its registration as and when intimatedby the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if notrectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including thebookingamountshallbereturnedto the Purchaser without any interest or compensation whatsoever.

19. ENTIREAGREEMENT:

This AgreementtoSellalongwithitsSchedulesand Annexuresconstitutes theentire Agreement between the Vendor, the Purchaser and the Developer with respect to the subject matterhereof and supersedes any and all allotment letters, agreement, arrangements, contracts, correspondences, understandings etc. whether written or oral, if any, between the Vendor, the Purchaser and the Developer in regard to the said Plot.

20 RIGHTTOAMEND:

ThisAgreementtoSellmayonlybeamendedthroughwrittenconsentoftheVendor,the Purchaser and the Developer.

21PROVISIONSOFTHISAGREEMENTTOSELLAPPLICABLETOTHEPURCHASERANDSUBSEQUENT PURCHASER

It is clearly understood and so agreed by and between the Vendor, the Purchaser and the Developer that all conditions, covenants, provisions and terms contained in this Agreement to Sell and the obligations arising hereunder in respectof the layout and the Plot hereby agreed to be sold to the Purchaser shall equally be applicable to and enforceable against all subsequent Purchaser of the said Plot in case of agreement, assignment, conveyance, sale, transfer, exchange, gift, partition, mortgage, lease, leaveand licenceorwill etc. as the said obligations go along with the said Plot for all intents and purposes.

22 SEVERABILITY:

If any provision ofthis Agreement to Sell shall be determined to be void or unenforceable under theMaharashtraRealEstate(RegulationandDevelopment)Act,2016ortheRulesandRegulations made there under or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement to Sell and to the extent necessary to conform to the Maharashtra Real Estate (RegulationandDevelopment)Act,2016ortheRulesandRegulationsmadethereunderorother applicable laws, as the case may be, and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

23 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

Wherever in this Agreement to Sell it is stipulated that the Purchaser has to make any payment, incommonwithotherPurchaserinProject,thesameshallbeinproportiontothePlotableAreaof thePlottothetotalPlotableAreaofallthePlotsintheProject.

24 FURTHERASSURANCES:

The Vendor, the Purchaser and the Developer shall sign, execute, acknowledge and deliver tothe other all such documents, deeds, instruments and take such other actions, in additions tothe documents, deeds, instruments and actions specifically provided for herein, which may be required in order to effectuate the provisions of this Agreement to Sell or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunderor pursuant to any such transaction.

25. PLACEOFEXECUTION:

The executionof this AgreementtoSell shall be completeonly upon itsexecution by theVendor and the Developer themselves or through their Power of Attorney Holder/s at the Developer's office or at some other place which may be mutually agreed between the Developer and the Purchaser. After this Agreement to Sell is duly executed by the Vendor, the Purchaser and the Developer, this Agreement to Sell shall be registered in the office of the competent Sub- Registrar at Nagpur. Hence this Agreement shall be deemed to have been executed at Nagpur.

26. The Vendor, the Purchaser and the Developer shall present this Agreement to Sell for proper registration in the office of the competent Sub-Registrar at Nagpur within the time limit prescribedbytheRegistrationActandtheVendor,thePurchaserandtheDevelopershallattend such Registration Office and admit execution thereof.

27. That all notices, letters, intimations, communications and correspondences required to be served on the Vendor, the Purchaser and the Developer as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to them by Registered Post A/d or notified through e-mail at their respective addresses, specified below:-

……..Name of Allottee
……..(Allottee's Address)
Notified Email ID:…….
(I) M/S. RISHANK REALTORS 1 LLP, ACTING THROUGH ITS DESIGNATED PARTNER - SHRI. RAVI RAMKARANDAS MITTAL & (II) SHRI. MINAL NARHARI KAWALE,
Plot No. 33, Opposite RPTS Road, Vivekanand Nagar, Nagpur-440015
Tahsil and District – NAGPUR
Notified Email ID:……

28. JOINTPURCHASER:

That in case if there are Joint Purchasers, all communications shall be sent the Vendor, the Purchaser and the Developer whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Purchasers.

29. STAMPDUTYAND**REGISTRATION**:

ThePurchaseragrees thathe shallexclusivelybearStampDuty,RegistrationFees andLegalFees payableonthisAgreementtoSell andSaleDeedin future andall documentswillbe executed by the Vendor and the Developer pursuant hereto including but not restricted to proportionate Stamp Duty, Registration Fees and Legal Fees payable on other deeds and instruments for forming Association of Plot Owners.

30. DISPUTE RESOLUTION:

Any dispute between the Vendor, the Purchaser and the Developer shall be settled amicably. In case of failure by the parties to settle the dispute amicably, the dispute shall be Maharashtra Real Estate Regulatory Authority as per the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

31. GOVERNINGLAW:

That the rights and obligations of the Vendor, the Purchaser and the Developer arising out of or under this Agreement to Sell shall be construed and enforced in accordance with the laws of India for the time being in force. It is agreed by and between the Vendor, the Purchaser and the Developer that the competent Court at Nagpur shall have the exclusive jurisdiction in respect of any matter, claim, civil suit, complaint, dispute or litigation etc., arising out of or in any way, relating to this Agreement to Sell.

FIRSTSCHEDULEOFPROJECTLAND/PLOTREFERREDHEREINABOVE

ALL THAT piece and parcel of land being Plot bearing No. _____, admeasuring about _____ Sq. Mtrs. (OR _____ Sq. Ft.) (dimensions are as shown in the plan annexed herewith) out of the Lay-out known as “RADHA KRISHNA NAGAR” carved on ALL THOSE Pieces and Parcel of Non Agricultural Land bearing Survey/Khasra No. 12/1 of Mouza – PARSODI, having an area of 1.87 Hectors (i.e. 18700 Sq. Mtrs.), Rental Rs. 9.25 Yearly & Survey/Khasra No. 12/2 of Mouza – PARSODI, having an area of 1.27 Hectors (i.e. 12700 Sq. Mtrs.) out of Total admeasurements 1.87 Hectors, Rental Rs. 6.28 Yearly, both held in Bhogwatdar Class-1 Rights, P.S.K. 42, Khate Nos. 1173 & 1172 respectively, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR.

ON THE EAST : _____,

ON THE WEST : _____,

ON THE NORTH : _____,

ON THE SOUTH : _____.

IN WITNESS WHEREOF the **VENDOR**, the **PURCHASER** and the **DEVELOPER** have signed and executed this **AGREEMENT TO SELL** at **NAGPUR** on this **Day** of **_____, 2025** in presence of under named and signed attesting.

SECONDSCHEDULEABOVEREFERREDTOTHENATURE,EXTENTAND**DESCRIPTIONOFCOMMONAREAS &FACILITIES**

A) DescriptionoftheCommonAreasProvided

	TypeofCommonArea Provided	Proposed Date of Occupancy Certificate	Proposed Date of Handover for Me /us e	Size/AreaofFacilities /Amenities
i.	Recreational Open Space/ Play Ground	N.A.	31-12-2027	3045.04 Sq. Mtrs.
ii	Internal Road Area	N.A	31-12-2027	10284.23Sq.Mtrs.
iii.	Space for E.S.S.&W.W.T.P	N.A	31-12-2027	------

B) Facilities/Amenitiesprovided/tobeprovidedwithintheBuildingincludingintheCommon Area of the Building

	TypeofFacilities/ Amenities Provided	PhaseName / Number	Proposed Date of Occupanc y Certificate	Proposed Date ofHandingover to the Society / Common Organization	Size/Area ofFacilities / Amenities	FSI Utilizedor freeofFSI
i	N.A	N.A	N.A	N.A	Sq.Mtrs.	FreeofFSI
ii	N.A	N.A	N.A	N.A	Sq. Mtrs.	FreeofFSI
iii	N.A	N.A	N.A	N.A	Sq.Mtrs.	FreeofFSI

C) Facilities/Amenities provided/to be provided within the Layout including in the Common Area of the Layout

	Type of Common Area Provided	Proposed Date of Occupancy Certificate	Proposed Date of Handover for Me /us e	Size/Area of Facilities /Amenities
i.	Recreational Open Space/ Play Ground	N.A.	31-12-2027	3045.04 Sq. Mtrs.
ii	Internal Road Area	N.A	31-12-2027	10284.23Sq.Mtrs.
iii.	Space for E.S.S.&W.W.T.P	N.A	31-12-2027	------

D) The size and the location of the Facilities/Amenities in form of Open Spaces (RG/PG etc.) provided within the Plot and / or within the Layout

	Type of Open Spaces(RG/PGt o be Provided	Phase Name / Number	Sizeof Ope n Spacestob e Provided	Proposed Date of Availability for use	Proposed Date of Handingovertothe Society / Common Organization
i	Recreational Open Space / Play Ground	N.A.	3045.04 Sq.Mtrs.	N.A.	31-12-2027
ii	N.A.	N.A.	N.A	N.A.	N.A.
iii	N.A.	N.A.	N.A	N.A.	N.A.

A) Details and Specifications of the Lifts

	Type Lift (Passenger/Service/Stretcher /Goods/Fire Evacuation/Any Other	Total Number of Lifts Provided	Number of Passengers or Carrying Capacity in Weight (Kg.)	Speed (Mtrs./ Secon d)
i	N.A	N.A.	N.A.	N.A.
ii	N.A	N.A.	N.A.	N.A.

iii	N.A	N.A.	N.A.	N.A.

For M/S. RISHANK REALTORS 1 LLP

Shri Ravi Ramkarandas Mittal
(Developer/AuthorizedSignatory)
(2)
Shri. Minalnarhari Kawale

SCHEDULE–"A"

DESCRIPTIONOFTHEPLOTANDTHEGARAGE/COVEREDPARKING(IFAPPLICABLE)ALONGWITH BOUNDARIES IN ALL FOUR DIRECTIONS

LayoutName:**RADH A KRISHNA NAGAR Plot No**.

RERA Plotable Area _____Sq. **Mtrs**. **Garage / Covered Parking No**. **Nil**
ParkingLevel:**Basement/Podium/Stilt**
Boundaries:

OnThe East By ------
OnTheWest By ------
OnThe NorthBy ------
OnTheSouthBy ------

SCHEDULE- "B"

FLOORPLANOFTHEPLOT

ANNEXURE-A

Name of the Advocate : **RITESH C. MAHENDRA**
Address:O-5, Bhakti Apartment, Atha Rasta Square,
Laxmi Nagar, Nagpur–440022

TITLE REPORT

Details of the Title Report

The Schedule Above Referred to **All That** piece and parcel of **Non** – **Agricultural land** total containing by admeasurement **12700.00 Sq**. **Mtrs**. bearing **Khasra No**. **12/1** & 12/2, P.H. No. 42 of **Mouza** - PARSODI, situated at Village – Parsodi in Tahsil – Nagpur (Gramin) and District – NAGPUR.
Place: **Nagpur**
Date:____**Day**of_____,**202**___
(Signed)S/d

RITESH C. MAHENDRA (Advocate),**Nagpur**
(Signature of Advocate)

ANNEXURE-B

(Authenticated copiesofProperty Card orextract Village FormsVI orVII and XIIoranyotherRevenuerecord showing nature ofthe title of the Vendor and the Developerto the Project land).

ANNEXUREC-1

(AuthenticatedcopiesoftheLayoutPlanasapprovedbythe Nagpur Metropolitan Region Development Authority)

ANNEXURE-E

(SpecificationandAmenitiesforthePlot)

ANNEXURE-I

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

ReceivedofandfromthePurchaserabovenamedthesumofRs._____/-onexecutionofthis Agreement towards Earnest Money Deposit or application Fee, I say received.

For M/S. RISHANK REALTORS 1 LLP

Shri Ravi Ramkarandas Mittal
(Developer/AuthorizedSignatory)

(2)

Shri. Minalnarhari Kawale