

Annexure 'A'

(See rule 10(1))

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

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2017, BETWEEN :

(1) SMS INFRASTRUCTURE LIMITED., NAGPUR, A Company incorporated under the Companies Act, 1956, having its Office at Dharampeth, Nagpur – 440 012 (Income Tax PAN AACCS-9854-P), and acting through its Director **SHRI. ANAND SHAKTIKUMAR SANCHETI**, Aged about 44 Years, Occupation : Business, Resident of 273, Dharampeth Extension, Shivaji Nagar, Nagpur, Tahsil and District – NAGPUR **AND**

(2) PERMANENT AGROTECH PRIVATE LIMITED., a Company incorporated under the Companies Act, 1956 having its Registered Office at Nagpur (Income Tax PAN AACCP-1584-H), and acting through its Director **SHRI. DUSHYANT S/o SATISH CHATURVEDI**, Aged about 33 Years, Occupation – Business, Resident of Laxminagar, Nagpur – 440 022, Tahsil and District – NAGPUR,

Both acting through their duly Constituted Attorney **M/s. NAV BHARAT INFRAVENTURE LIMITED**, a Company duly incorporated under the Companies Act, 1956, having its Registered Office at Nav Bharat Bhawan, Chhatrapati Square, Wardha Road, Nagpur (Income Tax PAN AACCM6933H) and acting through its Authorised Director **SHRI. NIMISH S/o VINOD MAHESHWARI**, Aged about 47 Years, Occupation – Business, Resident of C/o Nav Bharat Bhawan, Chhatrapati Square, Wardha Road, Nagpur, Tahsil and District – NAGPUR, hereinafter both jointly called the “**VENDORS**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **COMPANIES** and its respective **DIRECTORS**, as well as, its legal representatives, liquidators, executors, administrators and assigns of the **FIRST PART**.

AND

M/s. NAV BHARAT INFRAVENTURE LIMITED, a Company duly incorporated under the Companies Act, 1956, having its Registered Office at Nav Bharat Bhawan, Chhatrapati Square, Wardha Road, Nagpur (Income Tax PAN AACCM6933H) and acting through its Authorised Director **SHRI. NIMISH S/o VINOD MAHESHWARI**, Aged about 47 Years, Occupation – Business, Resident of C/o Nav Bharat Bhawan, Chhatrapati Square, Wardha Road, Nagpur, Tahsil and District – NAGPUR, hereinafter called the “**DEVELOPER / PROMOTER / CONFIRMING PARTY**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**COMPANY** and its **DIRECTORS**”, as well as, their legal representatives, Liquidators, executors, administrators, successors and assigns of the **SECOND PART**.

AND

MRS./SMT./SHRI. _____ W/o-Wd/o-S/o _____, Aged about _____ Years, Occupation – _____, (Income Tax Permanent Account No. _____ and Aadhar Unique Identity No. _____), Resident of _____ Nagar, Nagpur-440 ____, Tahsil and District - NAGPUR, hereinafter called the “**PURCHASER**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**PURCHASER**”, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS, the Vendors hereinabove named are an exclusive, absolute and full Owners (i.e. Joint/Co-Owners) and in possession of the property comprising ALL THAT Piece and Parcel of land bearing Intra Municipal Nazul Leasehold Plot No. 10/1, Sheet No. 21-B, containing by admeasurement 1692.00 Square Meters (OR 18221.00 Square Feet) of Mouza - DHANTOLI including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 142/1, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Sathe Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 5, Circle No. 19-A, Division No. 1 in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as “the project land”*)

WHEREAS ALL THOSE Pieces and Parcel of land bearing Nazul Leasehold Plot Nos. 160, 161 and 162 (New Plot No. 10), Sheet No. 21-B, admeasuring 28671.00 Square Feet (OR 2663.54 Square Meters), of Mouza – DHANTOLI, bearing City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Dhantoli, Nagpur, within the limits of the Nagpur Municipal

Corporation Ward No. 5 (Old No. 4), Circle No. 20, Division No. I, in Tahsil and District – NAGPUR, Originally belonged to Shri Rao Sahib R.R. Abhyankar, being his separate property, having acquired the same by him from the Nazul Department on Leasehold Rights for a term/period ending on 31-3-1948 by an Indenture of Lease;

WHEREAS said Shri R.R. Abhyankar lateron constructed a Bungalow, Out Houses and others structures on the said Nazul Leasehold Plot No. 10, (Old Nos. 160, 161 and 162), bearing Corporation House No. 142, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli in accordance with the duly sanctioned Plan;

WHEREAS during his life time the aforesaid Shri R.R. Abhyankar executed his LAST WILL AND TESTAMENT on 07-05-1937 and thereby he gave and bequeathed the aforesaid entire property to his Wife Mrs. Bakulbai Abhyankar absolutely forever with heritable and transferable rights therein;

WHEREAS consequent upon the death of the aforesaid Shri R.R. Abhyankar, his Widow Smt. Bakulbai became an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein in terms of the aforesaid Will Dated 07-05-1937;

WHEREAS the aforesaid Mrs. Bakulbai Wd/o Late Rao Sahib R.R. Abhyankar lateron in her turn transferred the aforesaid Plot No. 10 (Old Nos. 160, 161 and 162) Togetherwith the existing Bungalow, Out Houses and other structures standing thereon, bearing Corporation House No. 142, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Dhantoli, Nagpur in Tahsil and District – NAGPUR, by way of Sale to Seth Shri Hari Narayan Lakhani, by a Sale Deed Dated 05-06-1948, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur, in Addl. Book No. I, Volume No. 92 on Pages 28 to 37 at Sr. No. 553 on 14-7-1948;

WHEREAS in the like manner the said Seth Shri Hari Narayan Lakhani lateron in his turn also further transferred a Piece of land (Now numbered as Plot No. 10/2) (i.e. Part of Nazul Plot No. 10), admeasuring Length East-West 95 Ft. and Breadth North-South 45 Ft. equal to 4275 Square Feet (OR 397.157 Square Meters), by way of Sale to Shri Krushnarao S/o Vinayakrao Pimparkar, Resident of Nagpur, by a Sale Deed Dated 18-04-1957, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1, Volume No. 105 on Pages 10 to 13 at Sr. No. 145 on even date;

WHEREAS the aforesaid Seth Shri Hari Narayan Lakhani lateron in his turn transferred a Piece of land (Now numbered as Plot No. 10/3) (i.e. Part of Nazul Plot No. 10), admeasuring about 6175 Sq. Ft. by way of Sale and the same

is now owned by Shri. Girish Choube. Thus said Seth Shri Hari Narayan Lakhani retained the remaining Piece of land containing by admeasurement 18221.00 Square Feet (OR 1692.00 Square Meters) (Now renumbered as Plot No. 10/1) (i.e. Part of Nazul Plot No. 10) Togetherwith the existing structures, bungalow standing thereon for his exclusive use and occupation;

WHEREAS during his life time the said Seth Shri Hari Narayan Lakhani executed his last Will and Testament on 18-09-1964, which is Notarised before Mrs. P.M. Pillay, Notary at Jalgaon. In terms of said Will he gave and bequeathed the aforesaid property to his 3 sons namely (i) Shri Premnarayan, (ii) Shri Akshaykumar and (iii) Shri Chandramohan jointly absolutely forever with heritable and transferable rights therein;

WHEREAS consequent upon the death of the said Seth Shri Hari Narayan Lakhani the property comprising Nazul Leasehold Plot No. 10/1, Sheet No. 21-B, Togetherwith the then existing Bungalow and structures standing thereon, bearing Corporation House No. 142, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Sathe Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 5, Circle No. 19-A, Division No. 1 in Tahsil and District – NAGPUR, hereinafter called as “said property”, devolved upon his 3 sons namely (i) Shri Premnarayan, (ii) Shri Akshaykumar and (iii) Shri Chandramohan in terms of said Last Will and Testament 18-09-1964;

WHEREAS on expiration of the Original term of Lease, the Collector, Nagpur on behalf of the Governor of Maharashtra State lateron extended the same for a further term/period ending on 31-03-2008 relating to the property comprising Intra Municipal Nazul Leasehold Plot No. 10/1 containing by admeasurement 18221 Sq. Ft. (OR 1692.00 Sq. Mtrs.) in favour of Shri Premnarayan S/o Shri Hari Narayan Lakhani and others jointly on 23-04-1993. As a result therefore the aforesaid Shri Premnarayan S/o Late Shri Hari Narayan Lakhani and his aforesaid 2 brothers became the Joint/Co-Owners of the aforesaid property with heritable and transferable rights therein;

WHEREAS the aforesaid (i) Shri Premnarayan Harinarayan Lakhani, (ii) Shri Akshaykumar Harinarayan Lakhani and (iii) Shri Chandramohan Harinarayan Lakhani lateron in their turn jointly transferred the aforesaid entire property comprising Nazul Leasehold Plot No. 10/1 containing by admeasurement 18221 Sq. Ft. (OR 1692 Sq. Mtrs.) Togetherwith the structures standing thereon bearing Corporation House No. 142, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Sathe Marg, Dhantoli, Nagpur in Tahsil and District - Nagpur by way of sale to M/s. Millenium Developers And Promoters Private Limited, a Company incorporated under the Companies Act, 1956 having its Office at 303, Amar Palace, Dhantoli, Nagpur by a Sale Deed Dated 07-07-2008, which is

duly registered at the Office of the Joint Sub-Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 3737 on even date;

WHEREAS on expiration of the second term of Lease, the Collector, Nagpur on behalf of Governor of Maharashtra lateron extended the same for a further term/period of 30 Years commencing from 01-04-2008 and ending on 31-03-2038 by executing a Renewed Indenture of Lease regarding the said property in favour of M/s. Millenium Developers And Promoters Private Limited on 18-08-2009 in Revenue Case No. 25/A.A.A./48/08-09, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 4151 on 18-08-2009;

WHEREAS the aforesaid M/s. Millenium Developers and Promoters Pvt. Ltd. lateron in its turn transferred the Undivided 50% (Fifty Percent) share and interest in the aforesaid property comprising Nazul Leasehold Plot No. 10/1, situate at Sathe Marg, Dhantoli, Nagpur in Tahsil and District – NAGPUR by way of sale to SMS INFRASTRUCTURE LTD., NAGPUR, the Vendors No. 1 abovenamed by a Sale Deed Dated 30-03-2010, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 1 at Sr. No. 1266 on even date;

WHEREAS in the like manner the aforesaid M/s. Millenium Developers and Promoters Pvt. Ltd. lateron in its turn transferred the remaining Undivided 50% (Fifty Percent) share and interest in the aforesaid property comprising Nazul Leasehold Plot No. 10/1, situate at Sathe Marg, Dhantoli, Nagpur in Tahsil and District – NAGPUR by way of sale to PERMANENT AGROTECH PVT. LTD., NAGPUR, the Vendors No. 2 abovenamed by a Sale Deed Dated 06-05-2014, which is also duly registered at the Office of the Joint Sub-Registrar, Nagpur City No. 1 in Book No. 1 at Sr. No. 3504 on even date. The said Sale Deed is duly signed by the Vendors No. 1 in the capacity of Consensor. As a result therefore the Vendors hereinabove named have now become the Joint/Co-Owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their respective names in all relevant records;

WHEREAS the Vendors hereinabovenamed later on decided to develop their respective shares in the aforesaid property comprising Nazul Leasehold Plot No. 10/1, situate at Sathe Marg, Dhantoli, Nagpur in Tahsil and District – NAGPUR jointly into a **“RESIDENTIAL ESTATE”** by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein;

WHEREAS accordingly by an Agreement of Development Dated 27-03-2015, they have jointly entrusted the entire work of Development of the said Plot of land to M/s. Nav Bharat Infravcenture Limited, the Developer / Promoter / Confirming Party hereinabove named upon the several terms and conditions

contained therein and the said Agreement is duly registered at the Office of the Joint Sub Registrar, Nagpur - 4 in Book No. 1 at Sr. No. 1565-2015 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon. **(hereinafter referred to as "the Development Agreement")**. By the said Agreement the Vendors have allowed and permitted the Developer / Promoter / Confirming Party to develop the said Project Land into a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein;

WHEREAS by the same Agreement the Vendors have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective buyer(s) as may be nominated by the Developer / Promoter / Confirming Party hereto;

WHEREAS, for implementing the aforesaid proposed scheme, the Vendors have executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favour of the Developer / Promoter / Confirming Party on 27-03-2015 and the same is duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 1 at Sr. No. 1566 on even date, **(hereinafter referred to as "the Power of Attorney")**;

WHEREAS, the Vendors and Developer / Promoter / Confirming Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendors has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS subsequently the Vendors have obtained/acquired/purchased Transferable Development Rights (T.D.R.) of 1268.59 Sq. Mtrs. (OR 13655.10 Square Feet) F.S.I. out of T.D.R. Certificate No. 052/01 Dated 20-06-2016 from M/s. Vinayak Infra, a Partnership Firm having its Office at Nagpur by a Transfer Deed Dated 19-08-2016, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 4439 on even date and thus the Built-up area of the said Multistoried Building is increased by 1268.59 Sq. Mtrs. and the same is now 3479.94 Square Meters (i.e. 2211.35 Square Meters + 1268.59 Square Meters = 3479.94 Square Meters) and the same is utilized by the Developer/ Promoter/Confirming Party in the said proposed Multistoreyed Buildings proposed to be constructed on the said Plot of land.

WHEREAS the Developer / Promoter / Confirming Party has obtained/borrowed Project Finance of Rs. 6,00,00,000/- (Rupees Six Crore) Only

from Buldhana Urban Co-operative Society Ltd., Nagpur and by a Mortgage Deed Dated 10-08-2016 mortgaged the property comprising ALL THAT Piece and Parcel of land bearing Intra Municipal Nazul Leasehold Plot No. 10/1, Sheet No. 21-B, containing by admeasurement 1692.00 Square Meters of Mouza - DHANTOLI bearing Corporation House No. 142/1, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Sathe Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 5, Circle No. 19-A, Division No. 1 in Tahsil and District – NAGPUR to it by way of security for the repayment of Project Loan and the said Deed of Mortgage is duly Registered at the Office of the Joint Sub Registrar, Nagpur - 4 in Book No. 1 at Sr. No. 4335 on payment of requisite Stamp Duty and Registration Fees payable thereon. The said Mortgage Deed is signed by the Vendors in the capacity of Mortgagor and the Developer / Promoter / Confirming Party has signed this Deed in the capacity of Borrower and the Developer / Promoter / Confirming Party also Borrowed the loan on the aforesaid property of Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh) Only and create the Further Charge and the said Deed is also registered at the Office of the Joint Sub-Registrar Nagpur-5 in Book No. 1 at Sr. No. 4118 on 24-08-2015;

WHEREAS the Vendors is in possession of the project land and the Developer / Promoter / Confirming Party is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the Developer / Promoter / Confirming Party has proposed to construct on the project land 2 (TWO) separate Wings (identified as “East Wing” and “West Wing”), each having Basement, Ground Floor for Parking and 13 (THIRTEEN) Upper Floors i.e. from Second Floor to Thirteenth Floor. There are 2 (Two) Apartments each on Second Floor to Twelfth Upper Floor and there is 1 (One) Apartment on Thirteenth Floor of each Wing. Thus there are in all 23 (Twenty Three) Apartments in ‘East Wing’ and both the Wings consisting of 46 (Forty Six) self contained separate Apartments therein.

WHEREAS, the Developer / Promoter / Confirming Party has 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 / Promoter / Confirming Party shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period/in due course of time;

WHEREAS, the Developer / Promoter / Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the Wings/Buildings and the Developer / Promoter / Confirming Party accepts the

professional supervision of the Architect and the structural Engineer till the completion of the Wings/Buildings;

WHEREAS, by virtue of the Development Agreement and General Power of Attorney, the Developer / Promoter / Confirming Party has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer / Promoter / Confirming Party on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Developer / Promoter / Confirming Party has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer / Promoter / Confirming Party's Architects Mr. Rajiv Choudhary for M/S Choudhary consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (***hereinafter referred to as "the said Act"***) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Developer / Promoter / Confirming Party;

WHEREAS, the authenticated copies of Certificate of Title issued by the Advocate of the Developer / Promoter / Confirming Party, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Vendors to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively;***

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by The Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur have been annexed hereto and marked as Annexure C-1;

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Annexure-D;***

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer / Promoter / Confirming Party while developing the project land and the said buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

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

WHEREAS, the Developer / Promoter / Confirming Party has accordingly commenced construction of the said building/s in accordance with the said sanctioned Building Plans;

WHEREAS, the Purchaser has applied to the Developer / Promoter / Confirming Party for purchase of Apartment No. _____ on _____ Floor in " _____ Wing" out of the entire Complex known and styled as "ROYAL CREST" of the said Project;

WHEREAS, the Usable area of the said Apartment including share in common area is _____ **square meters;** which includes _____ **Mtrs.** Carpet area as defined by RERA, Open Balcony/Terrace area is _____ **square meters; enclosed Balcony** area is _____ **square meters, other area appurtenant to this apartment is _____ sq.mt** and "**Carpet Area**" 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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 and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Developer / Promoter / Confirming Party a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer / Promoter / Confirming Party to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter / Confirming Party both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer / Promoter / Confirming Party the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Developer / Promoter / Confirming Party has proposed to register the said entire Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

WHEREAS, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of 1 (ONE) Multistoried Buildings (consisting of Two Wings identified as “East Wing” & “West Wing”), each having Basement, Ground Floor for Parking and 13 (THIRTEEN) Upper Floors i.e. from Second Floor to Thirteenth Floor. There are 2 (Two) Apartments each on Second Floor to Twelfth Upper Floor and there is 1 (One) Apartment on Thirteenth Floor of each Wing. Thus there are in all 23 (Twenty Three) Apartments in ‘East Wing’ and both the Wings consisting of 46 (Forty Six) self contained separate Apartments therein. The Basement and Ground Floor shall be utilized for Parking. The Upper Floors shall consists of 46 (Forty Six) Apartments to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the The Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur from time to time.

Provided that the Developer / Promoter / Confirming Party shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications,

which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser Apartment No. _____ having Usable area including share in common area _____ **square meters**; which includes _____ **Sq. Mtrs.** Carpet area as defined by RERA, Open Balcony/Terrace area _____ **square meters**; enclosed balcony area _____ **square meters, other area appurtenant to apartment is _____ Sq.mt** on Seventh Floor in the West Wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____ (Rupees _____) which includes :

- i) Rs. _____ towards cost of Apartment,
- ii) Rs. _____ towards cost of Infrastructure, AND the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.
- iii) The cost of allotted covered parking space situated at Basement and/or Stilt and/or Podium. **(If Applicable) is inclusive in Total Consideration.**

1.b Thus the total aggregate consideration amount for the said Apartment including Covered Parking Space is Rs. _____ (Rupees _____).

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____) as advance payment or Application Fee. In view of the present stage of completion of said building being "Completed upto External & Internal Plastering", the Purchaser hereby agreed to pay to the Developer / Promoter / Confirming Party the balance amount of Rs _____ (Rupees _____) in the following manner:-

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____)
Only paid by the Purchaser to the Confirming Party as Earnest Money by Cheque No. _____ Dated _____ Drawn on _____

_____ Bank, Branch _____,
Nagpur, the receipt whereof is hereby
acknowledged by the Confirming Party.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after Completion of Plinth
Level.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after casting of First Floor
Slab.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after casting of Second Floor
Slab.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after casting of Third Floor
Slab.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after casting of Fourth Floor
Slab.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the
Confirming Party after casting of Fifth Floor
Slab.

Rs. _____ (Rupees _____)
Only agreed to be paid by the Purchaser to the

Confirming Party after casting of Sixth Floor Slab.

Rs. _____ (Rupees _____)

Only agreed to be paid by the Purchaser to the Confirming Party after completion of Brick work, lintel, Chajja, loft, doorframes, windows etc.

Rs. _____ (Rupees _____)

Only agreed to be paid by the Purchaser to the Confirming Party after completion of Plastering.

Rs. _____ (Rupees _____)

Only agreed to be paid by the Purchaser to the Confirming Party after completion of finishing work.

Rs. _____ (Rupees _____)

Only agreed to be paid by the Purchaser to the Confirming Party on or before taking over the actual physical possession of the chosen Apartment.

Rs	(TOTAL RUPEES _____ ONLY)
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1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Buildings or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer / Promoter / Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer / Promoter / Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer / Promoter / Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser

to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

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

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

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

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the Developer / Promoter / Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i That the Purchaser also agrees to pay an additional charges towards MSEB / Water, Liaisoning charges at actual incurred on project, divided by developer on pro-rata basis, before possession/ sale deed, based on requirement.

1.j THAT, the Developer / Promoter / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building(s) is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in

nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus 3 (Three) percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer / Promoter / Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Developer / Promoter / Confirming Party shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 THAT, Time is essence for the Developer / Promoter / Confirming Party as well as the Purchaser. The Developer / Promoter / Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer / Promoter / Confirming Party as provided in clause 1 (c) herein above. (**"Payment Plan"**).

3. The Developer / Promoter / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is 1.90 only and Developer / Promoter / Confirming Party has planned to utilize additional Floor Space Index of 0.40 by availing of TDR or FSI or premium FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter / Confirming Party has disclosed the Floor Space Index of 0.30 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only.

4.1 If the Developer / Promoter / Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer / Promoter / Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer / Promoter / Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Developer / Promoter / Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer / Promoter / Confirming Party.

4.2 Without prejudice to the right of Developer / Promoter / Confirming Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date/stage of any amount due and payable by the Purchaser to the Developer / Promoter / Confirming Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (Three) defaults of payment of installments, the Developer / Promoter / Confirming Party shall at its own option, may terminate this Agreement:

Provided that, Developer / Promoter / Confirming Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Developer / Promoter / Confirming Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Developer / Promoter / Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer / Promoter / Confirming Party.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer / Promoter / Confirming Party in the said building and the Apartment as are set out in ***Annexure 'E', annexed hereto***.

6. The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser on or before 31st day of March 2018 but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer / Promoter / Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer / Promoter / Confirming Party. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer / Promoter / Confirming Party received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Developer / Promoter / Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The Developer / Promoter / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer / Promoter / Confirming Party shall give possession of the said Apartment to the Purchaser. The Developer / Promoter / Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Promoter / Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 (Fifteen) days of the written notice from the Developer / Promoter / Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Developer / Promoter / Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendors / Developer/Promoter/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendors / Developer/Promoter/Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Developer / Promoter / Confirming Party.

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

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser and her/his successors-in-title.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of 5 (Five) years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter / Confirming Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter / Confirming Party 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 / Promoter / Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of the said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such items and the Developer / Promoter / Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser

that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence and only for Residential use. She/He shall use the Parking Space only for purpose of keeping or parking vehicle.

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

9.1 That for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyer(s) in the said Multistoreyed building/s (i.e. Wings), the Vendors have executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No.1 at Sr. No. 2500 on 04-05-2016. A Deed of Correction to the said Deed of Declaration is also executed on 12-04-2017 and the same is also duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1894 on even date. A Deed of Correction/Amendment to the said Deed of Declaration is also executed on 05-06-2017 and the same is also duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 2875 on even date Thus the said Project is governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The

Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The Developer / Promoter / Confirming Party shall, within 12 (Twelve) Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendors / Developer/Promoter/Confirming Party and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Developer / Promoter / Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the society is not formed the Purchaser shall pay to the Developer / Promoter/Confirming Party provisional One Time Maintenance deposit contribution of Rs. 5,00,000/- (Rupees Five Lakh) Only at the time of possession / sale deed towards the outgoings. The amounts so paid by the Purchaser to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / PROMOTER / CONFIRMING PARTY :

The Developer / Promoter / Confirming Party hereby represents and warrants to the Purchaser as follows :

- i. The Developer / Promoter / Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer / Promoter / Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer / Promoter / Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Developer / Promoter / Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendors and/or Developer / Promoter / Confirming Party has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Developer / Promoter / Confirming Party confirms that the Developer / Promoter / Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

- x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Developer / Promoter / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
- xi. The Developer / Promoter / Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors and/or the Developer / Promoter / Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser hereby specifically agrees with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Apartments in the said building/Wing and keeping building materials on the available open land.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which

the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer / Promoter / Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building/Wing in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/Wing in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/Wing in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer / Promoter / Confirming Party and/or the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building/Wing in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Developer / Promoter / Confirming Party within fifteen days of demand by the

Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/Wing in which the Apartment is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Developer / Promoter / Confirming Party under this Agreement are fully paid up.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Developer / Promoter / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Promoter / Confirming Party shall bear and pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

12. The Developer / Promoter / Confirming Party shall maintain a separate account in respect of sums received by the Developer / Promoter / Confirming Party from the Purchaser as advance or deposit, sums received on account of the

maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to her/him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer / Promoter / Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

16. BINDING EFFECT : Forwarding this Agreement to the Purchaser by the Developer / Promoter / Confirming Party does not create a binding obligation on the part of the Developer / Promoter / Confirming Party or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer / Promoter / Confirming Party. If the Purchaser(s) fails to execute and deliver to the Developer / Promoter / Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter / Confirming Party, then the Developer / Promoter / Confirming Party shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount

shall be returned to the Purchaser without any interest or compensation whatsoever.

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

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties hereto.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES : All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Developer / Promoter / Confirming Party through its authorized signatory at the Developer / Promoter / Confirming Party's Office, or at some other place, which may be mutually agreed between the Developer / Promoter / Confirming Party and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Developer / Promoter / Confirming Party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchaser and/or Developer / Promoter / Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Developer / Promoter / Confirming Party will attend such Office and admit execution thereof.

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

(1) _____
Address- _____
Notified Email ID : _____

M/s. NAV BHARAT INFRAVENTURE LIMITED,
Office Address : Nav Bharat Bhawan, Chhatrapati Square, Wardha Road, Nagpur
Notified Email ID : info@navabharatinfra.com

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

26. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Developer / Promoter / Confirming Party to the Purchaser whose name appears first and at the address given by him/her

which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

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

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

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

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

FIRST SCHEDULE ABOVE REFERRED TO

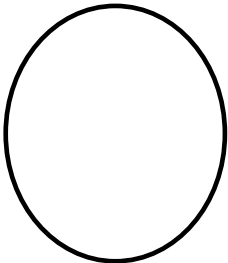
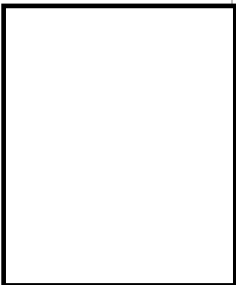
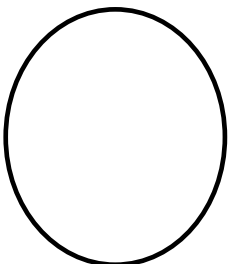
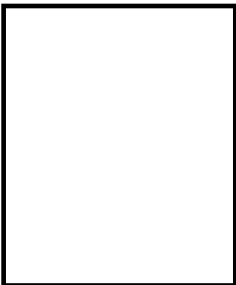
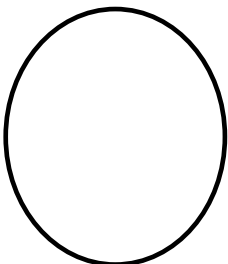
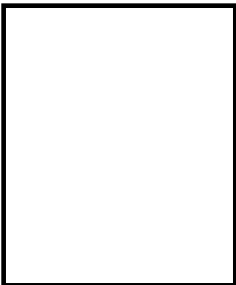
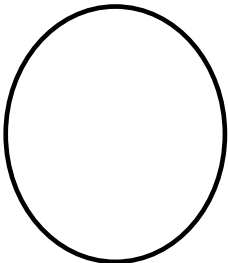
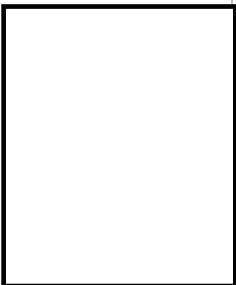
ALL THAT Piece and Parcel of land bearing Intra Municipal Nazul Leasehold Plot No. 10/1, Sheet No. 21-B, containing by admeasurement 1692.00 Square Meters (OR 18221.00 Square Feet) of Mouza - DHANTOLI including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 142/1, City Survey No. 455 and Sheet No. (34)16 III of Mouza – Dhantoli, situate at Sathe Marg, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 5, Circle No. 19-A, Division No. 1 in Tahsil and District – NAGPUR bounded as under :-

ON THE EAST	-	9.0 Mt wide Road,
ON THE WEST	-	Mayuresh Apartment,
ON THE NORTH	-	12.0 Mt wide Road,,

SECOND SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES :

- a) Covered and Uncovered Parking Facility is provided to the said Building.
- b) Common passage leading to the Stair Ways.
- c) Compound wall on all sides. 1 (ONE) Gate is provided to the said Building for ingress and egress of Apartment Owners.
- d) The following facilities located throughout the building.
 - i) 2 (TWO) Staircases are provided to the said Building.
 - ii) A Sump with Electric Motor and Pump.
 - iii) A Borewell with Electric Motor and Pump.
 - iv) Plumbing net work, throughout the building.
 - v) Electric wiring network throughout the building.
 - vi) Necessary light and public water connections.
 - vii) 2 (TWO) Overhead Water Tanks.
 - viii) Lift is provided with suitable inverterPower back-up.
 - ix) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.
 - x) AND in general all apparatus and installations existing for common use.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(NIMISH VINOD MAHESHWARI) (Authorised Director of M/s. Nav Bharat Infraventure Limited) and also As a duly Constituted Attorney for the Vendors Nos. 1 & 2 hereinabovenamed <u>VENDORS</u>
02			1)
03			2) <u>PURCHASER</u>
04			FOR M/s. NAV BHARAT INFRAVENTURE LIMITED (NIMISH VINOD MAHESHWARI) Authorised Director <u>CONFIRMING PARTY</u>
<u>WITNESSES :</u> (1) _____ (2) _____			

SCHEDULE 'A'

ALL THAT R.C.C. Superstructure comprising Apartment No. ____ on the ____ FLOOR in "____ WING" out of a building to be known and styled as "ROYAL CREST" being constructed on the land described in Schedule A above covering Usable area including share in common area _____ **square meters;** which includes _____ **Sq. Mtrs.** Carpet area as defined by RERA, Open Balcony/Terrace area is _____ **square meters;** Enclosed Balcony area _____ **square meters,** other area appurtenant to apartment together with Undivided _____ (Proportionate and variable) share and interest in the land described in Schedule A above

ANNEXURE –D
SPELCIFICATIONS OF APARTMENT

1. Structure: Earthquake resistance RCC structure.

2. Flooring: Vitrified tile with skirting

3. Wall:

a. External : 200/100 mm. thick, with double coat External cement plaster with weather proof paint of premium brand.

b. Internal : 100mm. Thick with plaster with 2 coats of putty.

4. Doors/Windows :

a. Main Entrance Door : Teak wood finish or any other superior quality.

b. Other Doors : 30 mm BWP flush doors

Door Frames :

a. Front door in Teak wood frame. All other door frames in wood.

b. Windows: Aluminum power coated/anodized two track window frames with clear glass.

c. Elegantly designed MS grill.

5. Kitchen :

Granite counter top with SS sink.

Dado upto 2' with Ceramic tiles above kitchen counter

6. Toilet:

Sanitary ware Fittings : Jaguar or Equivalent

Water Supply : Superior quality G.I / PVC / CPVC pipes and fittings.

Rain water Piping : PVC Piping with fittings

7. Electricals

Concealed Copper Wiring with provision of separate 3 phase meter (MSEB CHARGES TO BE BORNE BY OWNER)

Modular switches of premium brands or equivalent AC point provision in all rooms .

Wiring for cable network.

Provision of lightening arrestors.

8. Lifts

Two automatic lifts of superior range.

9. Staircase

MS/ wrought iron with superior quality paint & SS with glass for railings of balconies.

10. Car parking

Adequate parking, with one assured and reserved parking per flat.

ANNEXURE – E

SPECIFICATIONS AND AMENITIES OF APARTMENT

1. Secured Compound
2. Round the Clock Security Provision
3. Fire Fighting as per NMC Norms
4. Landscaped Garden
5. Children Play Area
6. Rain Water Harvesting
7. Inverter Set backup for Common Area and lift
8. Provision for AC Outdoor Units/ Air Cooling Units
9. Car Parking to each Flat - One
10. Provision of Cable Connection in Drawing Room / Master Bedroom
11. Durable Exterior Painting
12. Waterproofing Provision
13. Main Gate