AGREEMENT TO SALE

SUB REGISTRAR OFFICE, NAGPUR (RURAL)

AGREEMENT TO SALE FOR RS……. (RUPEES…… ONLY)

MARKET VALUE OF RS………/- (RUPEES…….ONLY)

STAMP DUTY OF RS. ……/- (RUPEES…….ONLY)

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT Nagpur (Rural) DISTT-NAGPUR ON THIS …… th OF……. BETWEEN:

SHRI DIPESH ALLIAS DIPESH KUMAR PREMKUMAR JAIN, aged 39 years, Occ:- Business, R/o. Chhatrapati Nagar, Wardha Road, Nagpur- 440015, Pan No.AICPJ8339D,AADHAR No. 4448 9902 6348, Email Id :- djramdun6@gmail.com, Mobile no. 9372128425, and **Mrs.Jayshri W/o. Sandip Jain**, aged 38 years, Occ:- Business, R/o. Amar Kirana store, Ramabai Ambedkar Nagar, Jaitala , Nagpur- 440022, Pan no. ANJPJ0774E, Aadhar No.9695 5333 5786 , Email Id:- sqndeepjain1980@gmail.com, Mobile no.9511613459, through their constitute power of attorney holder namely **M/S NANDIISH BUILDERS AND DEVELOPERS** , A partnership firm having its registration No.NG0000008195 and Registered Office at plot no.63, Santoshi Mata Nagar, Pipla Road, Nagpur- 440034, Nagpur, **Pan No.AATFN8958R** Acting through its Partners namely **SHRI DIPESH ALLIAS DIPESH KUMAR PREMKUMAR JAIN**, aged 39 years, Occ:- Business, R/o. Chhatrapati Nagar, Wardha Road, Nagpur- 440015, Pan No.AICPJ8339D,AADHAR No. 4448 9902 6348, Email Id :- djramdun6@gmail.com, Mobile no. 9372128425 and **SHRI.DEVENDRA MURLIDHAR BHONGADE**, aged 44 years , Occ:- Business, R/o. Plot no.162, Ramsumed Nagar, Old Kamptee road, Kawarapeth , Nagpur -440002, Pan No. BKRPB5465N, Aadhar no.4965 1540 3066, Email Id:- bhongadedev@gmail.Com, Mobile no.8329753500, (hereinafter referred to as **VENDORS,** which expression shall unless repugnant to the context or meaning thereof always means and includes the said persons as well as their respective heirs, successors executors, representatives or administrators, partners, assigns etc.) **OF THE ONE PART, AND**

Name……. , Aged about ---------- Years, Occupation – Service/Private, PAN No. ----------**,** Aadhar No. ----------**, Mob. No……..**, Residentof (hereinafter called the **"PURCHASERS/** ALLOTTEE**",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"PURCHASERS",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART.**

The M/S NANDIISH BUILDERS AND DEVELOPERS , A partnership firm having its registration No.NG0000008195 and Registered Office at plot no.63, Santoshi Mata Nagar, Pipla Road, Nagpur- 440034, Nagpur, **Pan No.AATFN8958R** Acting through its Partners namely **SHRI DIPESH ALLIAS DIPESH KUMAR PREMKUMAR JAIN**, aged 39 years, Occ:- Business, R/o. Chhatrapati Nagar, Wardha Road, Nagpur- 440015, Pan No.AICPJ8339D,AADHAR No. 4448 9902 6348, Email Id :- djramdun6@gmail.com, Mobile no. 9372128425 and **SHRI.DEVENDRA MURLIDHAR BHONGADE**, aged 44 years , Occ:- Business, R/o. Plot no.162, Ramsumed Nagar, Old Kamptee road, Kawarapeth

, Nagpur -440002, Pan No. BKRPB5465N, Aadhar no.4965 1540 3066, Email Id:- bhongadedev@gmail.Com, Mobile no.8329753500, Hereinafter referred to as the **"DEVELOPER / CONFIRMING PARTY"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"DEVELOPER FIRM"** as well as its proprietorship firm, her legal representatives, executors, administrators, successors, liquidators, their respective heirs and assigns of the **CONFIRMING PARTY**.

WHEREAS the **VENDORS** are jointly owned and fully possessed the plot no.4, admeasuring 1925.13 Sq. Meters (admeasuring 20722.29 Sq. Feet.) within the jurisdiction of Nagpur Municipal corporation and Nagpur Improvement Trust , situated at Mouza-Narsala, Neel Vihar, P.H.No.37, Khasra no.6-A and Khasra no.6-B, Nagpur Municipal Corporation House no.2/4, Tahsil and District – NAGPUR, Layout demarcated by Neel Gagan Developers under named and style Neel Vihar; And

WHEREAS the above plot purchased by the **VENDORS** from M/s.Neel Gagan Developers and the sale deed is duly registered before the sub-registrar office Nagpur (Rural) no.7, at **Sr.no.8500/2018**, **dt.19.09.2018**; **AND**

WHEREAS the aforesaid plot no.4 , which is having in Khasra no.6-A and Khasra no.6-B, total area 2.04 H.R. i.e. 20400.00 Sq. Mt. are converted for Non-Agricultural Use by the Collector, Nagpur vide his order Dated 28.03.2012 passed in revenue Case **No 279/NAP-34/2011-2012 of Mouza –Narsala,** Tahsil Nagpur Rural, Dist Nagpur and Nagpur Improvement Trust confirmed the same; **AND**

WHEREAS NEEL GAGAN DEVELOPERS through original owners was applied to Nagpur Improvement Trust for getting layout sanction map and same is sanction by the Nagpur Improvement Trust and concern authority vide their order **dt.07.06.2012**. And thereby Nagpur Improvement Trust sanction the plot nos.1,2,3,4 and 5, its admeasuring **2374.37 Sq.Mt., 2160.50 Sq.Mt.,2045.42 Sq.Mt.,1925.13 Sq.Mt. and 3475.33 Sq.Mt.** respectively in the Non-agricultural use land, which is situated at Mouza-Narsala,P.H.No.37, Khasra no.6-A and Khasra no.6-B, admeasuring 1.25 H.R.(area 3.09 acre) and 0.79 H.R. .(area 1.95 acre) respectively, total area 2.04 H.R. i.e. 20400.00 Sq. Mt. class-I , within the limits of the Gram Panchayat Narsala Tahsil – NAGPUR (Rural), and District – NAGPUR; AND

WHEREAS thereafter the aforesaid layout gone within the jurisdiction of N.M.C. and N.I.T. delegated all the power of sanctioning to the N.M.C. as per govt. resolution; **AND**

WHEREAS Owners/VENDORS are desirous of developing the said property by constructing the multistoried building thereon consisting of self contained apartments and shops therein and as such the VENDORS/OWNERS having no experience about the building construction, thus OWNERs/VENDORS have decided to entrust the entire work of Development of the said property to DEVELOPERS/CONFIRMING PARTY i.e. **M/S NANDIISH BUILDERS AND DEVELOPERS** , A partnership firm having its registration No.NG0000008195 and Registered Office at plot no.63, Santoshi Mata Nagar, Pipla Road, Nagpur- 440034, Nagpur, **Pan No.AATFN8958R** Acting through its Partners namely **SHRI DIPESH ALLIAS DIPESH KUMAR PREMKUMAR JAIN**, and **SHRI.DEVENDRA MURLIDHAR BHONGADE** ; AND,

WHEREAS the said plot is owned by the VENDORS/owners having clear title right and interest in the said plot no. 4 to the exclusion of all others; AND

WHEREAS the above named **Owners /VENDORS** keenly interested in developing the aforesaid **Plot No. 4,** by constructing a multistoried apartment scheme comprising 108 residential units/Apartments thereon alongwith 4 commercial shops but having no experience of building construction, the above named OWNERS/VENDERS has decided to handover aforesaid plot to M/S NANDIISH BUILDERS AND DEVELOPERS, through its Partners for construct the multistoried building on the plot no. 4 with the ground floor plus 9 upper floors under named and style of building **"NAND YASHODA HIGHRRISE"**; AND,

WHERAS Accordingly VENDORS have executed deeds of **" Development Agreement ",** dated **13/02/2024** in favour of DEVELOPER/CONFIRMING PARTY NAMELY M/S NANDIISH BUILDERS AND DEVELOPERS, through its Partners , which is duly registered at the Office of **Sub-Registrar, Nagpur – 10 (Rural)** at **Serial No. 1256/ 2024**;AND

WHEREAS **Further on the same day VENDORS appointed to DEVELOPERS/CONFIRMING PARTY namely** M/S NANDIISH BUILDERS AND DEVELOPERS **, A partnership firm having its registration No. NG0000008195 and Registered Office at Plot no.63, Santoshi Mata Nagar, Pipla Road, Nagpur- 440034, Nagpur,** Pan No.AATFN8958R **Acting through its Partners** namely SHRI DIPESH ALLIAS DIPESH KUMAR PREMKUMAR JAIN**, and** SHRI.DEVENDRA MURLIDHAR BHONGADE as their constitute and legal power of attorney holder for to do various acts and deeds in respect of aforesaid plot no.4, which details is already mentioned in deed of General power of attorney and said power of attorney duly executed before the sub registrar office at Nagpur -10(Rural) , at sr no. 1257/2024, dt . 13/02/2024;AND,

WHEREAS accordingly as per DEVELOPMENT AGREEMENT AND GENERAL POWER OF ATTORNEY , the DEVELOPER/CONFIRING PARTY namely M/S NANDIISH BUILDERS AND DEVELOPERS are having every right to execute any kind of documents in respect of construct the multistoried building , so also execute various deed of documents i.e. Agreement to sale, Sale Deed, Correction Deed, Allotment letter etc ; **AND,**

WHEREAS the **VENDORS** through the aforesaid **DEVELOPER/CONFIRMING PARTY** prepared multistoried Building plan of residential Apartments and commercial shops under named and style **"NAND YASHODA HIGHRRISE"** scheme proposed to be constructed on the **Plot No. 4** , **admeasuring 1925.13 Sq. Meters (admeasuring 20722.29 Sq. Feet.) within the jurisdiction of Nagpur Municipal Corporation and Nagpur Improvement Trust , situated at Mouza-Narsala, Neel Vihar, P.H.No.37, Khasra no.6-A and Khasra no.6-B, Nagpur Municipal Corporation House no.2/4, Tahsil and District – NAGPUR,** consisting the various self contained **separate 108 Family Units/Apartments and 4 commercial shop**s on the Ground floor therein having total **108 Flats / Apartments and 4 shops** and submitted the same for its sanctioning to the **OFFICE OF NAGPUR MUNICIPAL CORPORATION** through its DEPUTY DIRRECTOR OF TOWN PLANNING sanctioned the said **Building Plan** under proposed construction of housing for EWS/LIG commercial and residential housing Scheme vide its **Building Permit No. 200393, Permit No.**

NMO/B/2023/APL/02213, Dated 26/12/2023; AND

WHEREAS , the **VENDORS AND DEVELOPERS** reserved its rights to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in the relations of the said plot of the land is increased at any future date at in such event the Prospective Purchasers shall not shall not have any right to prevent or obstruct the **VENDORS AND DEVELOPERS** in so utilized and dealing with such additional F.S.I. and in such event the prospective buyers of such additional F.S.I. and in such event the prospective buyer shall also have all the rights of the ingress, right to use the stair case and to use all other common amenities and facilities etc. as may be provided to the said building. Further **VENDORS AND DEVELOPERS** having every right to distribute proportionate undivided share of the plot of the land which has been retained by **VENDORS AND DEVELOPERS ;**AND,

WHEREAS the **VENDORS AND DEVELOPERS** have now decided to develop the **Plot No. 4** in to residential cum Commercial Estate As a result therefore the **VENDORS/DEVELOPERS** hereinabove named have now become an exclusive, absolute and full Owners of the aforesaid Plot/Project land with heritable and transferable rights therein. AND

WHEREAS the VENDORS through their constitute Power of Attorney holder namely DEVELOPERS /CONFIRMING PARTY have submitted the plot no. 4, admeasuring 1925.13 Sq. Meters (admeasuring 20722.29 Sq. Feet.) to the provision of the Maharashtra Apartment Ownership Act, 1970. AND

WHEREAS accordingly **VENDOR/DEVELOPER** has executed deed of declaration **before the Sub-Registrar Office, Nagpur (Rural) – 10 , at Sr.No. 1258/2024, Dt. 13/02/2024 under named and style as** "NAND YASHODA HIGHRRISE" **AND**

WHEREAS, the **PURCHASER** hereinabove named has satisfied himself /herself/themselves in respect of the **VENDOR** title to the said property as good, valid and marketable and the **PURCHASER** has also seen proposed approved plan of the proposed Multistoried building, which shall constructed on **project land***; **AND***,

WHEREAS, the **VENDORS AND DEVELOPERS/CONFIRMING PARTY** do 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 **VENDOR** has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority; ***AND***,

WHEREAS, the **VENDOR AND DEVELOPERS/CONFIRMING PARTY** is in possession of the project land and it is entitled and enjoined upon to construct Apartments/Flats/shops on the project land in accordance with the recitals hereinabove*; **AND***,

WHEREAS, the **DEVELOPERS/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
;AND,

WHEREAS, the **VENDOR** has registered the Project under the

provisions of the Act with the Real Estate Regulatory Authority at Mumbai, **Registration No…<u>……</u> in the name of** "NAND YASHODA HIGHRRISE" **for** multistoried building ; **AND*, authenticated copy is attached in Annexure 'E'***; ***AND***,

WHEREAS, the **VENDOR/DEVELOPERS** has appointed **Architect Namely SHRI. ALOK DULICHAND LUNIA, COA REG. NO. CA/1999/25349, Email Id – <u>alok-lunia@reddifmail.com</u> HAVING ITS OFFICE AT 14, PENDSE LAYOUT, CHATRAPATI NAGAR,** NAGPUR – 440015, s ***AND,***

WHEREAS, the **VENDOR/DEVELOPERS** has also appointed the Structural Engineer Engineering Bureo namely **SHRI. GANESH CHANDRASHEKHAR RAGIT** HAVING THEIR OFFICE 105, NIRMAL APARTMENT, LAXMI VIHAR, WARDHA ROAD, SOMALWADA, NAGPUR-440025**, Email id – r1g.associate@gmail.com ,** Maharashtra who is duly registered **Nagpur Improvement Trust License no. 2079,** who is duly registered **Nagpur Municipal Corporation License no. – NMC/638** for structural designs and drawings of the building/s and the **VENDOR/DEVELOPERS** shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building*;**AND,***

WHEREAS, the **VENDOR/DEVELOPERS** has also appointed engineer namely SHRI. **NARESH SADASHIV UIKEY, Email Id – <u>info@mugdhaelectricals.com</u>, HAVING ADDRESS PLOT NO. B10, Laxmi Nagar, Nagpur** to design the electrical engineer Power System Engineering and pipeline infrastructure for the Project; ***AND***,

WHEREAS, the **VENDOR/DEVELOPERS** has sole and exclusive right to sell the Apartments/Flats/shops/ in the said Building shall be constructed by the **VENDOR/DEVELOPERS** on the Project Land and to enter into Agreement/s with the prospective **PURCHASER**(s)/s of the Apartments/Flats/shops to receive the sale consideration in respect thereof; ***AND***,

WHEREAS, on demand from the **PURCHASER**, the **VENDOR/DEVELOPERS** 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 **VENDOR**'s/**DEVELOPERS** Architect **SHRI. ALOK DULICHAND LUNIA** 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 there under. 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 **VENDORS/DEVELOPERS** and satisfied herself/himself/themselves about the title of the **VENDOR** to the said Property and/or right of the **VENDOR** to sell the same on ownership basis. The **PURCHASER** hereby confirms that the **VENDOR/DEVELOPERS** 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 **VENDOR/DEVELOPERS**; ***AND***,

WHEREAS, the authenticated Xerox copies of Certificate of Title issued by the advocate of the **VENDOR**, authenticated copies of Property card showing the nature of the title of the **VENDOR** to the Project Land on which the Flats/Apartments/shops shall be constructed have been *given to Purchaser for inspection*; ***AND***,

WHEREAS, the authenticated copies of Floor Plan of the Apartments agreed to be purchase by the **PURCHASER** have been ***annexed herewith ;AND***,

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 **VENDOR** while developing the project land and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said Flats/ Apartments/shops building/s shall be obtain from concern authority ; ***AND***,

WHEREAS, the **VENDOR/DEVELOPERS** has dedicated 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, which is duly registered **Sub-Registrar Office, Nagpur (Rural) 10 , at Sr.No. 1258/2024, Dt. 13.02.2024**. 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 ***;AND***,

WHEREAS, the **VENDOR/DEVELOPERS** has accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND,

WHEREAS, the **PURCHASER** has applied to the **VENDOR/DEVELOPERS** for purchase of **Building No. _____, Apartments/Flats/shops No. ____, on Ground floor with 1st to 9th floor in "NAND YASHODA HIGHRRISE"** shall be construct on the said Project Land*;* ***AND***,

WHEREAS, the carpet area of the said Apartments/shop carpet area …….**square meters;** Open Balcony area …… **square meters; and its built up area is ……..square meters. Having Undivided share … %;** ***AND***,

WHEREAS, for the purpose of this agreement following areas are defined:-

Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the Flats/Apartments is defined as the net usable floor area of an Apartments/Flats, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartments/Flats. Carpet area is shown separately in **SCHEDULE – "B".**

Balcony area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanction building plans by the local authority. Balcony area is shown separately in

SCHEDULE – "B".

Common Areas : As per sub-section (n) of Section 2 of the Act, common areas are defined as open spaces, open parking areas, area under services, water tanks, sumps, pump rooms etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments and Apartments in the project to arrive at proportionate common area of each apartments/flats.

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; ***AND,***

WHEREAS, prior to the execution of these presents the

PURCHASERS has paid to the **VENDOR/DEVELOPERS** a sum of **Rs……/- (……..ONLY)**, being part payment of the sale consideration of the shop/Apartments /Flat agreed to be sold by the **VENDOR/DEVELOPERS** to the **PURCHASERS** as advance payment or Application Fee (the payment and receipt whereof the **VENDOR/DEVELOPERS** hereby admit and acknowledge) and the **PURCHASERS** has agreed to pay to the **VENDOR/DEVELOPERS** the balance of the sale consideration in the manner hereinafter appearing; ***AND,***

WHEREAS, under section 13 of the said Act the **VENDOR/DEVELOPERS** is required to execute a written Agreement for sale of said shop/Appartments/flats with the **PURCHASERS** for the sale in respect of the said shop/Apartments/Flats and therefore, **VENDOR, DEVELOPER** and the **PURCHASERS** are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act***; AND,***

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR/DEVELOPERS** hereby agrees to sell and the **PURCHASERS** hereby agrees to purchase the said Apartments/Flats.

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

1. That Apartments/Flats/ shops consists of residential/commercial to be constructed by the **DEVELOPERS** on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the **VENDOR/DEVELOPERS** shall have to obtain prior consent in writing of the **PURCHASERS** in respect of variations or modifications, which may adversely affect the Apartments/Flats/shops of the **PURCHASERS**, except any alteration or addition required by any Government Authorities or due to change in law.

1.a The **PURCHASERS** hereby agrees to purchase from the

VENDOR/DEVELOPERS and the **VENDOR/DEVELOPERS** hereby agrees to sell to the **PURCHASERS Apartments No. ----------, of residential** Apartments/Flats / shops **having** carpet area is ---------- **square meters;** Open Balcony area is --------- **square meters; and its built up area is ---------- square meters, Having Undivided share -------%.; on ---------- Floor in NAND YASHODA HIGHRRISE** (hereinafter referred to as "the Apartments/flats / shops ") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs.** ----------/- **(RUPEES ---------- ONLY)** After due discussions, diligence and negotiations between the **VENDOR/DEVELOPERS** and the **PURCHASERS**, the **PURCHASERS** hereby agrees to purchase from the **VENDOR/DEVELOPERS** and the Promoter agrees to sell to the **PURCHASERS** the Said Apartments/Flats / shops for a lump sum consideration **Rs. ----------/- (RUPEES ---------- ONLY)** to be paid by the **PURCHASER** to the **VENDOR/DEVELOPERS** towards the said Shop/Apartments/Flats hereinafter referred to as the **"Consideration amount".** The **VENDOR/DEVELOPERS** specifically declares and the **PURCHASER** hereby understood and agrees that the consideration amount of said shop/Apartments /flats is inclusive of cost of Said Apartments/ flats/shops and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The **PURCHASERS** has paid on or before execution of this Agreement a sum of **Rs. ----------/- (RUPEES ---------- ONLY) NEFT TRANSFER,** Dt. ----------***, - (not exceeding app. 10% of the total consideration)*** as advance payment or Application Fee and hereby agrees to pay to the **VENDOR** the balance amount of **Rs. ----------/- (RUPEES ----------ONLY)** in the following manner:-

SCHEDULE – "E"

Rs. ---------/- (Rs. ----------) Only **The purchaser agreed to pay again**

10 % amount before or at the time of completion plinth of the building / wing in which the said shop/Apartments/flats is located to the vendor/**DEVELOPERS** by way of cheque Demand Draft/Bank Finance,

Rs. ------/- (Rs. ----------) The purchaser agreed to pay again 10% amount on completion of First Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- (Rs. ----------) The purchaser agreed to pay again 10% amount on completion of Second Floor Slab of the said Building of Apartment/SHOP/ flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- (Rs. ----------) The purchaser agreed to pay again 5% amount on completion of Third Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand

Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Fourth Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Fifth Floor Slab of the said Building of Apartment/SHOP/flats, to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Sixth Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Seventh Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Eighth Floor Slab of the said Building of Apartment/SHOP , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** on completion of Nineth Floor Slab of the said Building of Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 10% amount** on or before start brick work and plaster of purchaser's Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs. ----------/- **(Rs. ----------) The purchaser agreed to pay again 10% amount** on or before start plumbing and Door fitting work of purchaser's Apartment/SHOP/flats , to the **VENDOR/DEVELOPERS** by way of cheque/ Demand Draft/Bank Finance,

Rs ----------/- **(Rs. ----------) The purchaser agreed to pay again 5% amount** towards paid full and final sale consideration amount to the vendors/Developers by way of cheque/cash/Demand Draft/Bank Finance, at the time of handing over the actual and physical possession of the shop/Apartments /flats and after receiving the occupancy certificate or completion certificate from concerned

authority,

Rs. ----------/- (RUPEES --------- ONLY)

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the **VENDOR/DEVELOPERS** by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the **VENDOR/DEVELOPERS**) up to the date of handing over the possession of the said Apartments/Flats. The **PURCHASER** specifically agrees to pay to the **VENDOR/DEVELOPERS** all such Taxes & Insurance Premium as and when demanded and shall always keep the **VENDOR/DEVELOPERS** indemnified against the same. In the event of implementation of Goods of Service Tax (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 GST etc. simultaneously with the payment of each installment to Developer.

1.e The **PURCHASERS** does hereby state and declares that it shall be the sole liability and responsibility of the **PURCHASERS** to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and whichever is higher imposed by the competent authority as per Rule to the Developers and Developers hereby 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 **PURCHASERS** from the Sale Consideration payable to the **VENDOR** 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 **VENDOR/DEVELOPERS** undertakes and agrees that while raising a demand on the **PURCHASERS** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **VENDOR** 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 **PURCHASERS**, which shall only be applicable on subsequent payments.

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

1.h THAT during the period of building construction the **PURCHASERS**

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

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

Provided that, **Promoter** shall give notice of fifteen days in writing to the **Allottee**, by Registered Post AD at the address provided by the **Allottee** and mail at the e-mail address provided by the **Allottee**, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **Allottee** fails to rectify the breach or breaches mentioned by the **Promoter** within the period of notice then at the end of such notice period, **Promoter** shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the **Allotee** (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **Promoter**) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the **Allottee** to the **Promoter.**

1.k The P**romoter shall execute the conveyance of title within three months from the date of issue of occupancy certificate in favour of allotee.**

1.l The **PURCHASERS** do hereby authorizes the **VENDOR/DEVELOPERS** 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 **VENDOR** may in its sole discretion deem fit and the **PURCHASERS** undertakes not to object/demand/direct the **VENDOR** to adjust her/his payments in any manner.

2.1 THAT, the **VENDOR/DEVELOPERS** 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 shop/Apartment/flat to the **PURCHASERS,** obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartments/Flats/shops.

2.2 THAT, Time is essence for the **VENDOR /DEVELOPERS** as well as the **PURCHASER**. The **VENDOR/DEVELOPERS** shall abide by the time schedule for completing the project and handing over the shop/Apartments / flats to the **PURCHASERS** and the common areas to the association of the **PURCHASERS** after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the **PURCHASERS** 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 **VENDOR** as provided in clause 1 (c) herein above.**("Payment Plan")**.

3. The **VENDOR/DEVELOPERS** hereby declares that the *on the aforesaid project land the Nagpur Improvement trust sanction the multistoried building under EWS/LIG commercial and Residential Housing Scheme and Vender/Developer obtain Basic FSI 1.10, premium FSI 1.15* and TDR 0.65 *by availing of TDR or FSI available* on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDOR has disclosed the **Floor Space Index of 1.10** as proposed to be utilized by it on the project land in the said Project and **PURCHASERS** has agreed to purchase the said shop/Flats/Apartments based on the proposed construction and sale of Apartments/Flats to be carried out by the **VENDOR/DEVELOPERS** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR/DEVELOPERS** only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

4.1 If the **DEVELOPERS** fails to abide by the time schedule for completing the project and handing over the Apartment to the **PURCHASERS**, the **DEVELOPERS** agrees to pay to the **PURCHASERS**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **PURCHASERS**, for every month of delay, till the handing over of the possession. The **PURCHASERS** agrees to pay to the **VENDOR/DEVELOPERS**, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the **PURCHASERS** to the **VENDOR** under the terms of this Agreement from the date the said amount is payable by the **PURCHASER** (s) to the **VENDOR**.

4.2 .

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range to be provided by the **VENDOR/DEVELOPERS** in the said building and the shop/Apartments /flats as are set out in **Annexure - 'D'***, annexed hereto*.

6. The **VENDOR/DEVELOPERS** shall give possession of the Shop/Flats/Apartments to the **PURCHASER** on or before **30st December**

2030, but 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 **VENDOR/DEVELOPERS** any other reasonable cause and the **PURCHASERS** 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 **VENDOR/DEVELOPERS**. If the **VENDOR/DEVELOPERS** fails or neglects to give possession of the shop/Apartments / flats to the **PURCHASERS** on account of reasons beyond his control and of his agents by the aforesaid date, then the **VENDOR/DEVELOPERS** shall be liable on demand to refund to the **PURCHASERS** the amounts already received by it in respect of the shop/Apartments/ flats with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **VENDOR/DEVELOPERS** received the sum till the date the amounts and interest thereon is repaid.

Provided further that the **VENDOR/DEVELOPERS** shall not deliver the actual physical possession of the said shop/Apartments / flats to the **PURCHASERS** until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the **PURCHASERS** in full to the **VENDOR/DEVELOPERS** hereto.

Provided further that the **VENDOR/DEVELOPERS** shall be entitled to reasonable extension of time for giving delivery of shop/Apartments /Flats on the aforesaid date, if the completion of building in which the shop/Apartments/Flats 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.

If the **VENDOR/DEVELOPERS** completes the construction before time, then the **PURCHASERS** hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

7.1 PROCEDURE FOR TAKING POSSESSION – The **VENDOR/DEVELOPERS** upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the **PURCHASERS** as per the agreement shall offer in writing the possession of the Apartment/Flats to the **PURCHASERS** in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the **VENDOR/DEVELOPERS** shall give possession of the said flats/ Apartments to the **PURCHASERS**. The **VENDOR/DEVELOPERS** agrees and undertakes to indemnify the **PURCHASERS** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **VENDOR/DEVELOPERS**. The **PURCHASERS** agree(s) to pay the maintenance charges as determined by the **VENDOR/DEVELOPERS** or Association of **PURCHASER**S, as the case may be.

7.2 . The vendor/Developer hereby pleasure to inform you that you have been common parking alongwith covered/open and mechanical car parking on the ground floor and therein having 1 unit commercial Car parking, 33 car parking unit for LIG flat owners hence there is total 34 Unit for Car Parking out of said the 24 unit mechanical car parking and 10 Unit Composite Car parking, further on the Ground floor having Scooter parking area for 5 unit for Commercial Scooter parking area, further 27 Scooter parking area for LIG Flat owners and 57 Scooter parking area for EWS flats owners in this manner on the ground floor having parking space which total admeasuring 532.316 Sq. Mtr. out of admeasuring 748.925 Sq. Mtr. on the ground floor and this parking area available free of cost.

7.3 The **PURCHASERS** shall take possession of the Flats/Apartments/shop within 15 days of the written notice from the **VENDOR/DEVELOPERS** to the **PURCHASERS** intimating that the said flats/Apartments/shop is ready for use and occupancy.

7.4 THAT the **PURCHASERS** hereby agrees not to occupy the said flats/Apartments/shop without prior written permission of the **VENDOR/DEVELOPERS** else **PURCHASERS** shall be treated as a trespasser.

7.5 THAT the **VENDOR/DEVELOPERS** does hereby agree with the **PURCHASERS** that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from **PURCHASERS,** the **VENDOR/DEVELOPERS** 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 flats/ Apartments hereby agreed to be sold in favour of the **PURCHASERS** or the nominee(s) appointed by the **PURCHASERS** and get the same duly registered at the costs of **PURCHASERS** in accordance with the law in force provided the **PURCHASERS** shall have also paid the entire agreed cost of construction of the flats/Apartments chosen by the **PURCHASERS** to the **VENDOR/DEVELOPERS**.

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

THAT the **VENDOR/DEVELOPERS** reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the **PURCHASERS** shall not prevent or obstruct the **VENDOR/DEVELOPERS** in so utilizing and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments/Flats shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the

PURCHASERS that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments /Flats are constructed thereon by the **VENDOR/DEVELOPERS** and in such case the **PURCHASERS** shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of **PURCHASERS,** the **PURCHASERS** shall permit the **VENDOR/DEVELOPERS** and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The **PURCHASERS** is well aware that the Promoter will construct buildings based on Future Potential. The **PURCHASERS** assures that after possession of the said Apartment/Flats he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.7 FAILURE OF PURCHASER TO TAKE POSSESSION OF APARTMENT/ APARTMENTS : Upon receiving a written intimation from the **VENDOR/DEVELOPERS** as per clause (8.1) the **PURCHASERS** shall take possession of the Apartment/Flats from the **VENDOR/DEVELOPERS** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the **VENDOR/DEVELOPERS** shall give possession of the Flat/shop/Apartments to the **PURCHASERS**. If the **PURCHASERS** fails to take the possession of the Apartment/Flats/shop within such period then the **PURCHASERS** shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the **VENDOR/DEVELOPERS**. Further **PURCHASERS** 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 **PURCHASERS**.

7.8 THAT the **PURCHASERS** 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 Flats/shop/Apartments and not cause any damage to the structural portions. In the like manner the **PURCHASERS** 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 **PURCHASERS**, then in such event, **PURCHASERS** will be solely responsible for any consequences which may arise. The **PURCHASERS** shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby. Further the purchasers is responsible to fill up the joint of tiles of Bathroom, Kitchen, balcony and entire flat time to time by their/his/her own expenditure so that water shall not be leakage out of flat if due to negligence of purchasers water leakage out side the flat in that event purchaser is sole responsible to repair the same by their/his/her own cost.

The maintenance of Apartment/Flats/shop is the primary responsibility of the **PURCHASERS** and she/he/they shall always take necessary precautions and preventive measures to ensure that the shop/Apartments /flat is maintained in a good condition. She/he/they shall not cause any such activity that will be

harmful to adjoining neighbors and for the building structure.

The **PURCHASERS** shall carry out at their own cost all internal repairs to the said Apartment/ Flats/Shops and maintain the Flats/ Apartments/shop in the same condition, state and order in which it was deliveredby the **VENDOR/DEVELOPERS** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartments/Flats/shop is situated or the Flats/Apartments/shop 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 **PURCHASERS** committing any act in contravention of the above provisions, the **PURCHASERS** shall be responsible and liable for the consequences thereof to the concerned localauthority and/or other public authority.

The **PURCHASERS** shall not demolish or cause to be demolished the Apartment/Flats/shops 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 Flats/Apartments or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartments/flats/Shops is situated and shall keep the portion, sewers, drains and pipes in the Flats/ Apartments/shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flats/Shop/Apartments is situated and shall not chisel or in any otherManner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flats/Shops/ Apartments without the prior written permission of the **VENDOR/DEVELOPERS** and/or the Society or the Limited Company

The **PURCHASERS** shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flats/Shops/ Apartments in the compound or any portion of the said land and the building in which the Apartments/ Flats/Shops is situated.

The purchasers shall not be make any drill in the bathroom or entire flat which cause water and sewer line damage and if due to purchasers any act the water and sewer line damage in that event it's purchasers responsibility to repair the same by their/her/his own cost. Further after completion of one year of the provisional maintenance the its society and its member duty and responsibility that they shall regularly check the water and sewer pipe line throughtout the building and issue notice if purchasers or any flat owner make damage the said pipeline and inform they to repair the same by his/her own expenditure. Further purchasers responsibility to take care about not to damage common pipe line and sewer line so also any other common facilities which are available on the ground floor inside.

7.9 If within a period of five years from the date of handing over the Flats/ Apartments/shops to the **PURCHASERS or** From Occupancy certificate issued by N.M.C whichever is first the five years period shall commence, the **PURCHASERS** brings to the notice of the **VENDOR/DEVELOPERS** R.C.C. structural defect in the Flats/Apartments or the building in which the shop/Apartments /Flats are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **VENDOR/DEVELOPERS** 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 **VENDOR/DEVELOPERS**, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Flats/Apartments/shops, the **PURCHASERS** shall lodge claim of defects,

shortcomings directly with the manufacturer of such item and the **VENDOR/DEVELOPERS** shall always cooperate and assist the **PURCHASERS** in this regard. It is specifically brought to the notice of the **PURCHASERS** 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 so also due to said cracks water leakage problem occurred then said cracks also shall not be count as defect.

Provided further that in case of any change or modification to the Specification are effected at the request of the **PURCHASERS,** then the defect Liability will not be applicable to such modified Specification items. Similarly if the **PURCHASERS** has made modifications, changes or repairs and alterations to the Flats/ Apartments/shops resulting in damages of any nature, then under such circumstances the **VENDOR/DEVELOPERS** shall not be liable for make good of the defect.

8.1 The **PURCHASERS** shall use the Apartments/Flats or any part thereof or permit the same to be used only for purpose of purpose of residence and shops shall be used for only business and office purpose but it is specifically restricted to purchaser for selling meat, wine and Bar shop.

8.2 THAT it is understood by the **PURCHASERS** that the **VENDOR/DEVELOPERS** 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 **PURCHASERS** will neither object/disturb it, nor obstruct it's visibility in any way. The **VENDOR** shall not pay, nor the **PURCHASERS** shall demand any rent etc. for any signs displayed by the **VENDOR**.

9.1 That the **VENDOR** has dedicated 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, which is duly registered **before Sub Registrar Office, Nagpur (Rural) AT Sr.No.1258, Dt. 13/02/2024**. 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 **PURCHASERS** and her/his/their successors in title.

9.2 THAT the **PURCHASERS** 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 Flats/Apartments Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

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 shop/Apartments /Flats 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 **PURCHASERS** severally or jointly with any other shop/Appartments/Flats Owner or Owners.

9.4 The **VENDOR** shall, after execution of Sale Deeds of all the Apartments in the said Building, cause to be transferred to the said Association of shop/Apartments/Flats Owners, all the right, title and the interest of the

VENDOR/DEVELOPERS and/or the owners in the said structure of the Building or wing in which the said shop/Apartments /Flats is situated.

9.5 Within 15 days after notice in writing is given by the **VENDOR/DEVELOPERS** to the **PURCHASERS** that the Apartments/shop/Flats is ready for use and occupancy, the **PURCHASERS** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the shop/Flat/ Apartments) of outgoings in respect of the project land and Building/s namely local taxes viz. Nagpur Municipal Corporation Tax, 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 **PURCHASERS** shall pay to the **VENDOR/DEVELOPERS** such proportionate share of outgoings as may be determined after calculation.

The **PURCHASER** further agrees that till the **PURCHASER**'s share is so determined the **PURCHASER** shall pay to the **VENDOR/DEVELOPERS** of **Rs.45,000/- (Rupees Forty Five Thousand only)** in addition to consideration amount towards meter installation, cable and transformer charges to the vendor and **Rs.30,000/- (**Rupees Thirty thousand only**)** towards water connection charges including all expenses **and Rs.25,000/-** (Rupees Twenty Five Thousand only) towards provisional building maintenance charges for 1 year and provisional building maintenance charges is non refundable and purchasers hereby agreed that he/they shall not claimed as right of refund and its non transferable and builder shall used for 1 year provisional maintenance from the date of getting occupancy certificate from the Nagpur Municipal corporation or competent authority/handover the possession of Apartments/Flats/shop whichever is earlier from the said date the 1 year provisional maintenance shall be start and after 1 year purchaser shall not be bind and claim the maintain aforesaid building after that to the Vendor/**DEVELOPERS**. The provisional amounts so paid by the **PURCHASERS** to the **VENDOR/DEVELOPERS** shall not carry any interest and remain with the **VENDOR** towards 1 year maintenance charges .

VENDOR shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the **PURCHASERS** more particularly described in **Schedule – "F"**, until **VENDOR** hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the **PURCHASERS** that the Provisional Maintenance Amount payable by the **PURCHASERS** to the **VENDOR/DEVELOPERS** is for maintaining the project for 1 years. **VENDOR/DEVELOPERS** hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and **VENDOR/DEVELOPERS** shall maintain the separate bank account for the aforesaid maintenance amount received from all the Flats/Apartments **PURCHASERS** and this maintenance fund will not be misused by the **VENDOR/DEVELOPERS** for any other purpose. Upon formation of Society as mentioned above, the **VENDOR/DEVELOPERS** shall hand over the individual building maintenance fund and balance (if any)

to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the **PURCHASERS** on the **VENDOR/DEVELOPERS** on the maintenance amount. **VENDOR/DEVELOPERS** shall have sole discretion to decide actual utilization of the maintenance charges collected from the **PURCHASER**s and no **PURCHASERS** shall be entitle to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPERS:

The **VENDOR/DEVELOPERS** hereby represents and warrants to the **PURCHASERS** as follows:

i. The **VENDOR/DEVELOPERS** 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 **VENDOR/DEVELOPERS** 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. The **VENDOR** shall have every right to change and appoint any new consultant as per his discretion & choice.

iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

v. 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;

vi. 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 **VENDOR/DEVELOPERS** 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;

vii.It is specifically understood and agreed by the **PURCHASERS** that the prospectus other advertising material published by the **VENDOR**'s/**DEVELOPERS** from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between **VENDOR**'s **/DEVELOPERS** and **PURCHASERS**. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. The **VENDOR/DEVELOPERS** 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 **PURCHASERS** created herein, may prejudicially be affected;

ix. The **VENDOR/DEVELOPERS** and/or **VENDOR/DEVELOPERS** 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 shop/Apartments /flats which will, in any manner, affect the rights of **PURCHASERS** under this Agreement;

x. The **VENDOR/DEVELOPERS** confirms that the **VENDOR/DEVELOPERS** is not restricted in any manner whatsoever from selling the said Flats/Apartments to the **PURCHASERS** in the manner contemplated in this Agreement;

xi. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

xii. At the time of execution of the Sale Deed of the Apartments/Flats/Shops in favour of the **PURCHASERS**, the **VENDOR/DEVELOPERS** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flats/ Apartments/shops Owners;

xiii. The **VENDOR/DEVELOPERS** 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.

xiv. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the **VENDOR/DEVELOPERS** and/or the **VENDOR/DEVELOPERS** in respect of the project land and/or the Project except those disclosed in the title report.

xv. The **PURCHASERS** is fully aware that water connection for said Scheme is not yet obtained from Nagpur municipal corporation as Nagpur municipal corporation has not charge pipe line near the project land , thus that the demand for water will be fulfilled either through well or through tanker or any other available source. The **VENDOR/DEVELOPERS** will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The **PURCHASERS** agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/sanctioning authority/ **VENDOR/DEVELOPERS** indemnified at all times.

xvi. The terrace space adjacent to the Flats/ Apartments shall belong exclusively to the respective **PURCHASER** of the flats/ Apartments and such terrace spaces are intended for the exclusive use of the respective **PURCHASERS**. The said terrace shall not be enclosed by the **PURCHASERS** till the permission in writing is obtained from the concerned local authority i.e. Nagpur Municipal Corporation and the **VENDOR/DEVELOPERS** or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The **PURCHASERS** or herself/himself/themselves with intention to bring all persons into whosoever hands the Flats/shops/Apartments may

come, hereby covenants with the **VENDOR/DEVELOPERS** as follows :-

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

ii. The **PURCHASERS** hereby specifically agrees with the **VENDOR/DEVELOPERS** that even after taking over the actual possession of the flats/ Apartments/shops chosen by **PURCHASERS**, the **PURCHASERS** will not object or prevent or obstruct the **VENDOR/DEVELOPERS** in any way in carrying on and completing the work of other Apartments/Flats/shops in the said building and keeping building materials on the available open land.

iii. Not to store in the Flats/Apartments/shops 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 shop/Apartments /flats 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, lift, common passages or any other structure of the building in which the flats/ Apartments/shops is situated, including entrances of the building in which the shop/Apartments /flats is situated and in case any damage is caused to the building in which the shop/Apartments/flats is situated or the shop/Apartments/flats on account of negligence or default of the **PURCHASERS** in this behalf, the **PURCHASERS** shall be liable for the consequences of the breach and further Purchasers shall responsible to repair said damages by their/his/her own cost.

iv. To carry out at her/his own cost all internal repairs to the said shop/Apartments/Flats and maintain the shop/Flats /apartments in the same condition, state and order in which it was delivered by the **VENDOR/DEVELOPERS** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the shop/ Apartments/flats is situated or the shop/Apartments /flats 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 **PURCHASERS** committing any act in contravention of the above provision, the **PURCHASERS** 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/Flats/shops 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 shop/Apartments /flats or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the shop/Apartments /flats is situated and shall keep the portion, sewers, drains and pipes in the shop/Apartments /flats and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the shop/Apartments /flats 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 shop/Apartments /flats without the prior written permission of the **VENDOR/DEVELOPERS**

and/or the Association of the shop/Apartments /flats Owners.

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

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flats/ Apartments 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 Apartments/flats/shops in the compound or any portion of the project land and the building in which the flats/shop/Apartments is situated. Pay to the **VENDOR/DEVELOPERS** within fifteen days of demand by the **VENDOR/DEVELOPERS**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flats / shop/Apartments / 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 shop/Apartments /flats by the **PURCHASERS** for any purposes other than for purpose for which it is sold.

x. The **PURCHASERS** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Flats/Apartments/shops or part with the possession of the Apartment until all the dues payable by the **PURCHASERS** to the **VENDOR/DEVELOPERS** under this Agreement are fully paid up and only if the **PURCHASER**S had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the **PURCHASERS** has intimated in writing to the **VENDOR/DEVELOPERS**.

xi. The **PURCHASERS** shall observe and perform all the rules and regulations which the Association of the shop/flats/Apartments 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/flats/shop 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 **PURCHASERS** shall also observe and perform all the stipulations and conditions laid down by the Association of the shop/Apartments /flats Owners regarding the occupancy and use of the shop/Apartments/Flats 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 shop/Apartments /flats Owners, the **PURCHASERS** shall permit the **VENDOR/DEVELOPERS** 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/Flats/shops in the said Project remain unsold, even after completion of the same, then the **VENDOR/DEVELOPERS** shall bear and pay the 1% of regular Maintenance Charges payable on expenditure of per month for such unsold entire Apartments/Flats.

12. The **VENDOR/DEVELOPERS** shall maintain a separate account in respect of sums received by the **VENDOR/DEVELOPERS** from the **PURCHASERS** 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/flats/shops or of the said Plot and Building or any part thereof. The **PURCHASERS** shall have no claim save and except in respect of the flats /shop/Apartments hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **VENDOR/DEVELOPERS** 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 **PURCHASERS**, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

16. BINDING EFFECT: Forwarding this Agreement to the **PURCHASERS** by the **VENDOR/DEVELOPERS** does not create a binding obligation on the part of the **VENDOR/DEVELOPERS** or the **PURCHASERS** until, firstly, the **PURCHASERS** 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 **PURCHASERS** and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **VENDOR/DEVELOPERS**. If the **PURCHASER**(s) fails to execute and deliver to the **VENDOR/DEVELOPERS** 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 **VENDOR/DEVELOPERS**, then the **VENDOR/DEVELOPERS** 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 annexure, 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.

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 **PURCHASER**s of the Apartments/flats, in case of a transfer, as the said obligations go along with the shop/Apartments /flats 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 there under 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 there under 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 shop/Apartments /flats in the said Project.

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

23. PLAKHE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the **VENDOR** through its authorized signatory at the **VENDOR**'s **/DEVELOPERS** Office, or at some other place, which may be mutually agreed between the **VENDOR/DEVELOPERS** and the **PURCHASERS**, in Nagpur District after the Agreement is duly executed by the **PURCHASERS** and the **VENDOR/DEVELOPERS** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar office Nagpur(Rural) Hence this Agreement shall be deemed to have been executed at Nagpur District.

24. The **PURCHASERS** and/or **VENDOR/DEVELOPERS** 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 **VENDOR/DEVELOPERS** will attend such Office and admit execution

thereof.

25. VENDOR/DEVELOPERS specifically communicates to the **PURCHASERS** that the **PURCHASER** shall make the payments for Consideration Amount to the **VENDOR/DEVELOPERS** by Demand Draft or by local cheques drawn in the name of **M/S. NANDIISH BUILDERS AND DEVELOPERS** or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name	: **M/S. NANDIISH BUILDERS AND DEVELOPERS**
ii. Bank Name	: INDIAN OVERSEAS BANK
iii. Branch	:HUDKESHWAR, NAGPUR
iv. Account Number	:264102000000391
v. IFSC code	:IOBA0002641
vi. Account type	:Current A/c

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

NAME OF PURCHASERS: ----------,

PURCHASER ADDRESS :----------

NOTIFIED EMAIL ID :----------

NAME OF DEVELOPERS :M/S. NANDIISH BUILDERS AND DEVELOPERS

ADDRESS : Plot no. 63, Santoshi Mata Nagar, Pipla Road,, Nagpur, **Pin No. 44 0034**

Notified Email ID : nandiishbuilders@gmail.com

It shall be the duty of the **PURCHASERS** and the **VENDOR/DEVELOPERS** 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 **VENDOR** or the **PURCHASERS**, as the case may be.

27. JOINT PURCHASERS: In case there are Joint **PURCHASER**s all communications shall be sent by the **VENDOR/DEVELOPERS** to the **PURCHASERS** 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 **PURCHASER**s.

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

29. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to 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, there under.

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

31. 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 AGREEMET FOR SALE at Nagpur (Rural) in the presence of the attesting witnesses, signing as such on the day first above written.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

That all that piece and parcel of plot no.4, admeasuring 1925.13 Sq. Meters (admeasuring 20722.29 Sq. Feet.) within the jurisdiction of Nagpur Municipal corporation and Nagpur improvement Trust , situated at Mouza-Narsala, Neel Vihar, P.H.No.37, Khasra no.6-A and Khasra no.6-B, Nagpur Municipal Corporation House no.2/4, Tahsil and District – NAGPUR, Layout demarcated by Neel gagan developers under named and style Neel Vihar,

-:Boundary of plot no.4:-

Towards East :- Khasra no.7 and 8;

Towards West :- Plot no.3;

Towards North :- Khasra No.5;

Towards South :- 12.00 Meter width road;

SCHEDULE – "B" ABOVE REFERRED TO

Description of the APARTMENTS Name of Building :

“NAND YASHODA HIGHRRISE ”,

SHOP /Apartments/No.	**Floor**	**Carpet Area**	**Open Balcony Area**	**Built up Area**	**Undivided Share in Land**
---		**------ Sq. Mt.**	**--- Sq. Mt.**	**---- Sq. Mt.**	**----%**

in Tah- Nagpur and Distt:-Nagpur bounded as under:-

East :--------; West :----------;

North :----------; South :----------;

SCHEDULE – “C” ABOVE REFERRED TO

[Description of common areas and facilities]

i) A Bore well/Well with Electric and Motor Pump.
ii) 2 Overhead Tank.
iii) Plumbing net work, throughout the Apartments, shops.
iv) Electric wiring network throughout the Apartments, shops .
v) Necessary light IN PARKING AREA.
vi) Rain Water Harvesting.
vii) 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 hereof.
viii) AND in general all apparatus and installations existing for common use.

SCHEDULE – “D” ABOVE REFERRED TO

SPECIFICATIONS OF THE

APARTMENTSS,

1. **General:-**

   a. R.C.C. frame structure and bricks work,

b. Internal plaster shall single Coat funty finished , single coat external plaster,

Rooms:-

i) 2’ x 2’ Vitrified tile flooring in living and all bedrooms.

ii) Putty on internal walls.

iii) Aluminum Window with appropriate M.S.Grill.

iv) flush doors in all rooms with RCC cement frame.

Kitchen:-

1. 2’ x 2’ Vitrified tile flooring.
2. Granite Top with stainless steel sink.
3. ceramic tile dado upto 2 feet from kitchen platform.

Bathrooms & Toilets

1. Anti-skid ceramic tile flooring.
2. Ceramic tile on wall up to lintel level.
3. Standard quality CP fitting.
4. Concealed plumbing.
5. Standard quality Indian WC and EWC .
6. RCC cement frame and PVC/flush door.

Balconies:

1. Ceramic tiles flooring.
2. Synthetic enamel painted MS Railing.

Electrical fitting:

1. Concealed wiring with modular Fitting (4 ½ point in each room), 1 Powerpoint in Kitchen and 1 Toilet.

SCHEDULE – “F” ABOVE REFERRED TOMAINTENANCE

SCHEDULE

Rs.25,000/- (rupees Twenty Five Thousand only) towards provisional Apartments maintenance i.e. NAND YASHODA HIGHRRISE

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

WITNESSES:-

1)

M/S. NANDIISH BUILDERS AND DEVELOPERS
through

its authorized partner namely

1. SHRI. DEVENDRA MURLIDHAR BHONGADE,

2. SHRI. DIPESH ALIAS DIPESHKUMAR PREMKUMAR JAIN,

VENDORS,

PURCHASERS

ANNEXURE –A

(Authenticated copies of 7/12 extract of the Project land).

ANNEXURE –B

(Authenticated copies of Buliding permit Letter)

ANNEXURE –C

(Authenticated copies of the Sanction Floor plans)

ANNEXURE – D

(Common Facilities for Project land),
a)Society office room
b)Crech office
c)CCTV survivellance on the ground floor parking
d)One common staircase and One lift with 8 passenger capacity
e)Fire emergency staircase and lift

ANNEXURE –E

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

ANNEXURE – F

(Common existing facilities are already available in the layout and the building flats owner shall be used by paying common maintenance charges for using said facility as per proportionate share of Project land),

a) Garden with plantation in open land of layout;

b) Children playing equipments in garden;

c) Jogging track in garden;

d) Main entrance gate and Security guard room in main gate;