STAMP DUTY:-Rs. _____/-

AGREEMENT TO SELL

SALE CONSIDERATION RS. _____/- ONLY

(Market Value Rs. _____/- Only, Mouza:- Somalwada, Sheet No.679/18, C.T.S. No. 504, Item No._____, Page No. _____, @ Rs. _____/- Per Sq. Mt.)

THIS AGREEMENT TO SELL IS MADE ON THIS ___TH DAY OF OCTOBER, 2024 BETWEEN:-

MR. KAMAL KUMAR S/O SATYANARAYAN AGRAWAL, Aged About:- 45 Years, Occupation:– Business, R/o:- Flat No. C-1901, Godrej Anandam, Ganeshpeth, Nagpur-440018. (PAN ADRPA6187A) (UID 8443 1372 8059) (Mobile 9370022110)

(Hereinafter called and referred to as the "**VENDOR/OWNER"**, which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said VENDOR, as well as his legal heirs, legal representatives, executors, administrators, successors and assigns or anybody claiming or acting through or under him) of the **FIRST PART. AND**

1. **MR. _____ ,** Aged About:- ____ Years, Occupation:– Business, (PAN _____),(UID _____) (Mobile No. _____)

2. **MRS. _____,** Aged About:- ____ Years, Occupation:– _____, Both R/O:- _____ _____ _____ _____, Nagpur-4400_____. (PAN _____),(UID _____) (Mobile No. _____)

(Hereinafter jointly called and referred to as the "PURCHASER/S", which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said PURCHASER/S, as well as, her/his/their legal heirs, legal representatives, executors, administrators, successors and assigns or anybody acting or claiming through or under him/her/them) of the **SECOND PART**.

WHEREAS, the Vendor named as above is the sole and absolute owner of an immovable property which is in the form of ALL THAT piece and parcel of land containing by admeasurements about 1765.1578 Sq. Mts**.,** i.e. about 19000 Sq. Ft., being a portion of entire land bearing Khasra/Survey No. 62/1, 62/7 and 62/10 forming a part of layout carved by Shri Ram Krishna Co-Operative Housing Society Limited, Nagpur, within the limits of Ward No. 15 of Mouza:- Somalwada, Tahsil & District:- Nagpur, more particularly described in the schedule of property which forms the part and parcel of this agreement to sell.

The Vendor has acquired the title of the said property in the following manner:-

The Vendor has purchased the said entire property from SHRI RAM KRISHNA CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR vide sale deed duly registered in the office of the Sub-Registrar Nagpur-1 25/04/2022 at registration serial no. 3277 of 2022. After purchasing the said property the Vendor named as above also got his name as mutated in the relevant govt. Records related with the said property in the past. As such the Vendor named as above is now the sole and absolute owner of the said entire property which is subject matter of present agreement to sell.

WHEREAS, the present Vendor later on decided to develop the said property into "Residential Estate" by constructing a multi-storeyed building thereon consisting of various separate apartments therein.

WHEREAS, the owner of the said property the details of which are mentioned in the schedule of property which forms the part and parcel of the present Agreement, being very much interested in developing the said Plot of land, into a multistoried building got the plan of the building being constructed on the said piece of land as sanctioned from the Building Engineer, Nagpur Improvement Trust, Nagpur vide Building Permit No. _____ dated _____/06/2024. AND;

The Vendor/Owner is developing the said building on the aforesaid piece of land in accordance with the plan sanctioned by Building Engineer, Nagpur Improvement Trust, Nagpur vide Building Permit No. _____ dated _____/06/2024. The owner has submitted the said entire piece of land being developed by him under the provisions of Maharashtra Apartment Ownership Act., 1970 by executing a Deed of Declaration which was duly registered in the office of the Sub-Registrar Nagpur-8 on _____/___/2024 at registration serial no. _____ of 2024. As such the said entire project will be governed as per the provisions laid down under The Maharashtra Apartment Ownership Act, 1970. The terms and conditions laid down in the said Deed of Declaration and bye laws appended thereto as well as terms and conditions laid down in present agreement shall be binding upon the Purchaser/s and his/her/their successors in title.

WHEREAS, the aforesaid Vendor/developer has started the work of development of the said Plot into a multi-storeyed building and is developing a multi-storeyed building for and on behalf of the apartment/s owner/s on the said entire piece and parcel of land described as above. As such the Vendor/developer is entitled to advertise for sale of built up spaces in the building being constructed on the said plot of land and also enter into an Agreement to Sell so also execute sale deed in respect of such Built-Up spaces to the various prospective buyers, AND

WHEREAS, the aforesaid property i.e. said land is capable of being developed in to a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Residential Apartments therein. The same is known and styled as "THE VELVET APARTMENT"; AND

WHEREAS, the Vendor 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 Vendor has clear possession of the said Project Land. Presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS, the Vendor/developer is constructing on the project land 1(One) Building, having Ground floor for parking of apartment owners as mentioned in Deed Of Declaration and Seven upper Floors each floor consisting of Six Residential apartment. There are six apartments each from first to Seventh floor. As such there are total Forty Two residential units in the said building.

WHEREAS, the developer has entered into a standard Agreement with an Architect Mr. _____ , registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the Vendor/developer has got the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority having RERA Registration No. P_____ dated ___/____/2024. A copy of the same is annexed herewith the person agreement to sell.

WHEREAS, the developer has appointed a structural Engineer Mr. _____, Nagpur for the preparation of the structural design and drawings of the buildings and the Purchaser/s accept/s the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser/s, the Vendor has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Promoter/Vendor's Architects Mr. _____ 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/s has/have, 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 Vendor 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/s hereby confirm/s that the Vendor/Developer/Promoter has/have produced for inspection to the Purchaser/s, all information and documents and has/have made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is/are satisfied with the same and has/have no further or other information nor disclosure to be required from the Vendor.

WHEREAS, the authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Apartments are being constructed and Certificate of Title issued by the Advocate Mr. _____, Nagpur have been ***annexed hereto and marked as Annexure 'A' and 'B', respectively***;

WHEREAS, the authenticated copies of the plans of the Layout/Building Plans as sanctioned and approved by the local authority have been **anne*xed hereto and marked as Annexure C-1***;

WHEREAS, the authenticated copies of the plans of layout as proposed by the Vendor and according to which the construction of the building and open space/s are proposed to be provided for the said project has/have been annexed hereto and marked as Annexure **C-2**, AND;

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

WHEREAS, while sanctioning the said plan concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer 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 building/s shall be granted by the concerned local authority; AND

WHEREAS, the Vendor has submitted the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970. 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/s and her/his/their successors in title and the said Deed of Declaration which is duly registered in the office of sub Registrar Nagpur-8 on _____/___/2024 at registration serial No. _____ of 2024;AND

WHEREAS, the Vendor/developer has accordingly commenced construction of the said building/s in accordance with the Sanctioned Building Plan.;

WHEREAS, the Purchaser/s has/have applied to the Developer for purchase of Apartment No. _____ situated on the First Floor situated in the Building "THE VELVET APARTMENT" having Carpet area admeasuring about _____ Sq. Mts. And having total built up area admeasuring about _____ Sq. Mts. together with _____% undivided land share and interest in the said entire plot of land.

WHEREAS, the carpet area of the said Apartment is _____ Square Meters**;** and Built up area (Open /Enclosed Balcony area) is _____ Square Meters**;** Terrace area is **NIL square meters,** and **"Carpet Area"** means the net useable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or varandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s), 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 till execution of this Agreement the Vendor/developer has received a sum of Rs._____/- (Rupees _____ Only)from the Purchaser/s being part payment out of the total agreed consideration of Rs._____/- (Rupees _____ Only) of the Apartment agreed to be sold by the Vendor/developer to the Purchaser/s as advance payment or application fees/ booking amount and the Payment and receipt whereof is hereby admitted and acknowledged by the Vendor/developer. The Purchaser/s/has/have agreed to pay the balance consideration on or before execution of sale deed in respect of the said property.

WHEREAS, the Purchaser/s further agree/s to pay balance amount of sale consideration as per schedule of payment mentioned herein under. The Purchaser/swill deduct Rs. _____/- as TDS from the payment account of Vendor/developer and further agrees to deposit the same with the concerned bank within stipulated time period by issuing a receipt of the same to the Vendor/developer.

WHEREAS under the provisions of applicable Law, Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Vendor/Developer are required to execute a written Agreement to Sell of the said Apartment with the Purchaser/s and also to register said Agreement under the Registration Act, 1908 AND

AND WHEREAS in accordance with mutual understanding and the terms and conditions set out in this Agreement, Vendor/developer hereby agrees to sell and the Purchaser/s agree/s to purchase the said Apartment.

WHEREAS the Purchaser/s being desirous of owning an Apartment in the said Multi-storeyed building for his/her/their Residential Use with heritable and transferable rights therein has approached the Vendor/developer and expressed his/her/their desire and willingness to purchase the Undivided proportionate share and interest in the said land together with the entire R.C.C. Superstructure comprising **Apartment No. _____** on the **First Floor** of "**THE VELVET APARTMENT**"; AND

WHEREAS considering her/his/their request and after detailed negotiations the Vendor/developer has now agreed to sell the aforesaid property to the Purchaser/s for a total consideration of Rs. _____/- (Rupees _____ Only) upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

THAT the said Project consists of Multi-storied Building known and styled as "THE VELVET APARTMENT" which consist of Ground Floor, First to Seventh Floor and utilization of each Floor is specifically mentioned in Deed of Declaration of the said building in accordance with the sanctioned Building Plan/s.

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

1. That, the Vendor shall construct the said building consisting of ground, first to seventh floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1a) (i) That, the Purchaser/s hereby agrees to purchase from the Vendor/developer and Vendor/developer hereby agrees to sell an Apartment No. _____, admeasuring Carpet area of _____ Sq. Mts. (Excluding share in common area, stair, lobby, balcony, lift etc.) situated on FIRST FLOOR, TOGETHERWITH its proportionate _____% undivided share and interest in the land of "**THE VELVET APARTMENT**" as per floor plan annexed herewith and marked as Annexure C-1 and C-2, being constructed over said land of Mouza:– Somalwada, Tahsil & District:- Nagpur, more fully described in the SCHEDULE hereunder written and in the Floor Plan annexed hereto for total lump sum consideration of Rs._____/- (Rupees _____ Only) including the cost of carpet area, common area, parking and undivided share in the land but excluding all other Taxes and Stamp Duty applicable for said unit.

(ii) The **Vendor has provided one car parking space** in stilt/covered parking area to the Purchaser at no additional cost bearing **Parking No**. _____ on the Ground Floor of the size length-breadth _____ Mts. X _____ Mts. = _____ Mts. i.e. about _____ Sq. Ft. of which the vertical clearance is about _____ Ft.

1b). That, total aggregate consideration for the apartment is Rs. _____/- (Rupees _____ Only).

1c). The Allottee/Purchaser/s has/have paid prior to execution of this Agreement a sum of Rs._____/- (Rupees _____ Only) (Not exceeding 10% of the total consideration) as advance/part payment/ booking/application fee Rs. _____/- and hereby agrees to pay to the Promoter/Vendor the balance amount of Rs. _____/- (Rupees _____ Only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank _____ Branch, having IFS Code _____ situated at _____. In addition to the above bank account the Vendor has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transection Bank Account having Account No. _____ and _____ respectively. An amount of Rs. _____/- (Rupees _____ Only) will be deducted by the Purchaser/s from the payment account of the Vendor/developer as TDS and the balance consideration is agreed to be paid by Purchaser/s to the Vendor/developer on or before _____ in the following manner:-

i) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 10% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of plinth level construction work.

ii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 10% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of First Floor Slab Work.

iii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 10% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Second Floor Slab Work.

iv) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 10% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Third Floor Slab Work.

v) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Fourth Floor Slab Work.

vi) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Fifth Floor Slab Work.

vii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Sixth Floor Slab Work.

viii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of Seventh Floor Slab Work.

ix) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of brick/wall work, internal plaster, flooring so also work related with doors and windows.

x) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of sanitary fittings, staircase, lift, lobbies upto the floor level of the said apartment.

xi) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of external plumbing and external plaster, elevation, terrace with waterproofing of the building.

xii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 10% of the total cost of said apartment shall be paid by the Purchaser/Allottee on completion of the installation of lift work, water pump/s work, electrical plinth protection, paving of areas appertain and all other equipment's, entrance lobby/s, completion work.

xiii) An amount of Rs. _____/- (Rupees _____ Only) which is equal to 5% of the total cost of said apartment shall be paid by the Purchaser/Allottee on handing over of possession of the said apartment to the allottee/purchaser or on receipt of occupancy certificate and on registration of sale deed in respect of the said apartment.

The Vendor shall (subject to his right to dispose of the remaining apartments, if any) execute the sale deed/Conveyance deed of title related to the said unit in favour of the Purchaser/s **within three months from the date of issue of occupancy certificate** by the competent authority.

1d).That, the above mentioned total agreed consideration excludes the taxes (consisting of tax paid or payable by the Vendor/developer by way of GST, 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/developer up to the date of handing over possession of the said Apartment. The Purchaser/s specifically agrees to pay to the all such Taxes and Insurance Premium as and when demanded and shall always keep the Vendor/developer indemnified against the same. In the event of implementation of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser/s to pay the amount of GST as may be applicable etc. simultaneously with the payment of each instalment.

1e).That, the total agreed consideration is escalation free, save and except escalations/ increase, 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 for time to time. The Vendor/developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authorities etc., the Vendor/developer shall enclose the said Notification/Order/Rules/Regulation Published issued in that behalf to that effect along with the demand letter issued to the Purchaser/s, which shall only be applicable on subsequent payments.

It is responsibility of the Purchaser/s to pay the TDS (Tax Deducted at Source @ 1% if applicable and supply the copy of such Challan/Receipt issued by the Income Tax Department to the Vendor/developer well before execution and registration of Sale Deed/Conveyance.

1f).That the Vendor/developer shall at his sole discretion, grant a rebate for early payments of equal instalments payable by the allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Vendor. The Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s 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/s shall be void and shall not be binding upon the Developer.

1g). The Vendor/developer shall confirm the final carpet area that has been allotted to the Purchaser 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 Vendor/developer. If there is any reduction in the carpet area within the defined limit then the Vendor/developer shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor/developer 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.

1h). That, the Purchaser/Allottee authorizes the Vendor/developer to adjust/appropriate all payments made by him/her under any head(s) of dues against outstanding, if any, in his/her name as the Vendor/developer may in his sole discretion deem fit and the allottee undertakes not to object/demand/direct the Vendor to adjust his payment in any manner.

2.1 That, the Vendor/developer hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the 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/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of said Apartment.

2.2 That Schedule of payment mentioned above shall be strictly adhered to by the Purchaser/s and the time is the Essence of Contract for the developer for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the owners after receiving the occupancy certificate or the completion certificates as the case may be. Similarly the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations as per Clause 1b, under this Agreement subject to completion of project by the Vendor/developer.

3.That the developer hereby declares that the Floor Space Index (FSI) available as on date in respect of the said project and land is _____ Sq. Mt., and the Vendor/developer has planned to utilize FSI of _____ by availing TDR or FSI available on payment of premiums or FSI available as incentive in future on modification to Development Control Regulations which are applicable to the said Project. The Vendor/developer has disclosed the FSI of _____ as proposed to be utilized by him on the project land in the said project and the Purchaser has agreed to purchase the said Apartment based on proposed construction and sale of Apartments to be carried out by the Vendor/developer by utilizing the said F.S.I. on the understanding that the declared proposed FSI shall belong to the Vendor being exclusive owner and developer of the said project.

4.1 That if the Vendor/developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Vendor/developer agrees to pay to the Purchaser/s who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over the possession. The Purchaser/s agree/s to pay to the Vendor/developer, interest at the rate as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Vendor/developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Vendor/developer.

4.2 That without prejudice to the right of Vendor/developer to charge interest in terms of sub-clause number 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Vendor/developer under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Vendor/developer shall at its own option may terminate this Agreement.

Provided that, the Vendor/developer shall give notice of fifteen days in writing to the Purchaser/s, by registered/speed Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of the 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/s fail/s to rectify the breach or breaches mentioned by the Vendor/Developer within the period of notice then a the end of such notice period, Vendor/developer shall be entitled to terminate this Agreement.

Provided, further that upon termination of this agreement as aforesaid, the Vendor/developer shall refund to the Purchaser/s, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Vendor/developer) 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 Purchaser to the Vendor/developer.

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 Vendor/developer in the said building and the Apartment have been shown to the Purchaser/s.

6. That the Vendor/developer shall **give possession** of the Apartment to the Purchaser/s on or before **_____ day of _____, 2026.** If the Vendor/developer fails or neglects to give possession of the said apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/developer shall be liable on demand to refund to the Purchaser the amount/s already received by him in respect of the apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Vendor/developer received the sum till the date the amount/s and interest thereon is repaid.
Provided that the Vendor/developer 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.

7.1 **Procedure for taking possession:**

The Vendor/developer upon obtaining Completion or Occupancy Certificate from the Competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the apartment to the Purchaser/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the developer shall give possession of the said Apartment to the Purchaser/s.

7.2 That the Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the developer to the Purchaser/s intimating that the said Apartment is ready for use and occupancy.

7.3 That the Purchaser/s hereby agrees not to occupy the said apartment without prior written permission of the developer else Purchaser/s shall be treated as a trespasser.

7.4 That the Vendor/developer does hereby agree with the Purchaser/s 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 that may be levied and payable at the time of Registration from the Purchaser/s, the Vendor/developer will execute a proper Sale Deed relating to the undivided share and interest in the land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the purchaser/s or the nominee (s) appointed by the Purchase/s and get the same duly registered at the costs of Purchaser/s in accordance with the law in force provided the Purchaser/s shall have also paid the entire agreed cost of construction of the Apartment chosen by him/ her/ them to the Vendor/developer.

7.5 That, on obtaining 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/s jointly with the other co-owners thereof. However the apartment chosen by the Purchaser/s in the proposed multi-storied building shall be owned and possessed by the Purchaser/s 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 Vendor/developer as per Clause 7.1, the Purchaser/s shall take possession of the Apartment from the developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the developer shall give possession of the Apartment to the Purchaser/s. In case Purchaser/s fail/s to take possession within the time provided in Clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable, to the Vendor/developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

7.7 That, the Purchaser/s shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., or other structural portions in the said Apartment and not cause any 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 unauthorised acts, if done by the Purchaser/s, then in such event, Purchaser/s will be solely responsible for any consequences which may arise. The Purchaser/s shall not be entitled to put pots/plants etc. in the open passage/lobby of the building.

7.8 That if within a period of five years from the date of handing over the said apartment to the Purchaser/s, the Purchaser/s bring/s to the notice of the Vendor/developer 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 Vendor/developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendor/developer, compensation for such defect in the manner as provided under the Act.

In case any defect is found in the proprietary items used in construction of the said apartment, the Purchaser/s shall lodge claim of defect, shortcomings directly with the manufacturer of such item and the Vendor/developer shall always co-operate and assist the purchaser/s in this regard. It is specifically brought to the notice of the Purchaser/s 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 affected at the request of the Purchaser/s, then the defect liability will not be applicable to such modified specification items. Similarly if the Purchaser/s make/s modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the developer shall not be liable for make good of the defect. The word defect here means only the manufacturing defect/s caused on account of wilful neglect on the part of the Vendor/developer and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. defect/s in fittings and fixtures are not included therein.

8**.** The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of "residence" not for carrying any commercial use. The Purchaser/s shall use the parking space for keeping or parking vehicles only.

9.1 The Vendor/developer has already dedicated the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration U/S 2 of the said Act after utilization of the proposed FSI. Thus the said project will be governed by 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/s and their successors in title.

9.2 That the Purchaser/s agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed/Agreement to sell as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest in accordance with the provisions of the Maharashtra Apartment Ownership act, 1970 and the rules made 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 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 or any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other apartment owner or owners.

9.4 The Vendor/developer shall within Three Months from the date of Occupancy of Building/Apartments, 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 Vendor/developer in the said structure of the building or wing in which the said apartment is situated.

9.5 That within 15 days after notice in writing is given by the Vendor/developer to the Purchaser/s that the apartment is ready for use and occupancy, the Purchaser/s 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 namely local taxes, 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 the clerks, bill collectors, watchmen, sweepers and all their expenses necessary and incidental to the management and maintenance of the project land and building. Until the Association is formed and the said structure of the building or wings is transferred to it, the Purchaser/s shall pay to the Vendor/developer such proportionate share of all the outgoing as may be determined. The Purchaser/s further agree/s that till the Purchaser's share is so determined the Purchaser/s shall pay to the Vendor/developer provisional lump-sump contribution of rupees one time towards the outgoings. The amounts to paid by Purchaser/s to the Vendor/developer shall not carry any interest and remain with the Vendor/developer until handing over the management of the said building to the Association of Apartment Owners.

10. The Allottee shall on or before delivery of possession of the said apartment keep deposited with the Vendor/developer, the following amounts:-

(i) Rs. _____/- (Rupees _____Only) as an application fees for entrance fees of the Society/Apartment Owners Association.

(ii) Rs. _____/- (Rupees _____Only) for formation and registration of Society/Apartment Owners Association.

(iii) Rs. _____/- (Rupees _____Only) for appropriate share of taxes and other charges/levies in respect of the Society/Apartment Owners Association.

(iv) Rs. _____/- (Rupees _____Only) for deposit towards provisional monthly contribution towards outgoings of Society/Apartment Owners Association.

(v) Rs. _____/- (Rupees _____Only) for deposit towards water, electric and other utility and services so also connection charges.

11. The Allottee shall pay to the Vendor/developer a sum of Rs. _____/- for meeting all the legal cost, charges and expenses, including professional costs of the Advocate/s in connection with formation of the said Society/Apartment Owners Association.

12. The cost of stamp duty and registration fees for the purpose of registration of present agreement to sell so also for registration of sale deed in respect of the said apartment including Advocate's charges shall be borne and paid by the Purchaser only.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER:-

The Vendor/developer hereby represent and warrant to the Purchaser/s as follows:
i The Vendor has clear and marketable title with respect of the project land, as declared in the title report annexed to this agreement 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/developer 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 if any 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, subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, project land and said building shall be obtained by following due process of law and the Vendor/developer is and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land building and common areas.

vi. The Vendor/developer has the right to enter this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

vii. The Vendor/developer has not entered into any agreement for sale 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/s under this Agreement;

viii. The Vendor/developer confirms that he is not restricted in any manner whatsoever from selling the said apartment to the Purchaser/s in the manner contemplated in this Agreement;

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser/s, the Vendor/developer shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Apartment Owners.

xi. The Vendor/developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, and taxes or other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the date of completion of the said project.

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor/developer except those if any disclosed in the title report.

14. The Purchaser/s/himself/herself/themselves with intention to bring all persons into whosoever handles the Apartment may come, hereby covenants with the Vendor/developer as under:
i. To maintain the apartment at the Purchaser's own cost in good and tenantable condition from the date that of possession of the apartment is taken and shall not do or suffer to be done any 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/s hereby specifically agree/s with the Vendor/developer that even after taking over the actual possession of the apartment chosen by Purchaser/s, the Purchaser/s will not object or prevent or obstruct the Vendor/developer in any way in carrying on and completing the work of apartment/s in the said building and keeping building materials on the available open space.

iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are too 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 authorities and shall take care while carrying heavy packages which may damage or likely to damage the staircase, 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/s in this behalf, the purchaser/s shall be liable for the consequences of thereof.

iv. To carry out at his/her/their own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state an order in which it was delivered by the confirming party to the Purchaser/s and shall not do anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers drains and pipes in the apartment and the appurtenances thereto in good tenantable repair condition and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or any other manner cause damage to columns, beams, walls slabs or RCC, Pardis or other structural parts in the apartment without the prior written permission of the Vendor, developer 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 areas of the project. The Purchaser/s shall not be entitled to carry material in lift, keeping the materials of repairs in open space, bring in any carriage or transporting vehicle beyond the sustainable limit of the floor within the said project.

vii . Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown for the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.

ix. Pay to the Vendor/developer within 15 days of demand by the Vendor/developer, his/her/their 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 said apartment is situated.

x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and or other public authority, on account of change of user of the apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.

xi. The Purchaser/s 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/s to the developer under this Agreement are fully paid up.

xii. The Purchaser/s shall observe and perform all the rules and regulations which the Association of 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/s 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 outgoings in accordance with the teams of this Agreement.

xiii. Till handing over the management of the said building maintenance to the Association of Apartment Owners, the Purchaser/s shall permit the Vendor/developer and its 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.

xiv. In case some of the Apartment/s in the said project remains unsold, even after completion of the same, then the Vendor/developer shall bear and pay the proportionate maintenance charges for such unsold apartment/s.

15. The Vendor/developer shall maintain a separate account in respect of sums received by the Vendor/developer from the Purchaser/s 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 purpose for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said apartments or of the said plot of land and building or any part thereof. The Purchaser/s shall have a claim save and except in respect of the apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor/developer until the management of the said building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

16 (i). 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 agreement, restrictions and rights of the other co-owners for the remaining undivided share in the said plot of land and if any mis-statement, error or omission is discovered in the future course of time, the same shall not annul this contract/agreement, nor shall any compensation be allowed in respect thereof to the Purchaser/s, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

17. After the Vendor/developer execute this Agreement they shall not mortgage or create a charge on this 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, charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take such apartment.

18. **BINDING EFFECT**:-
Forwarding this agreement to the Purchaser/s by Vendor/developer do not create a binding obligation on the part of Vendor/developer or the Purchaser/s until, firstly, the Purchaser/s signs and deliver/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the developer. If the Purchaser/s fails to execute and deliver to the Vendor/developer this agreement within 30 (Thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/developer, then the Vendor/developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

19. 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.

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

21. PROVISONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/ SUBSEQUENT PURCHASER/S:
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 apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

22. SEVERABILITY :
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to confirm 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.

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

24. FURTHER ASSURANCES:
Both 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.

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

26. That the Purchaser/s and/or Vendor/developer shall present this Agreement as well as the Sale Deed at the proper registration Office of the registration within the time limit prescribed by the Registration Act, 1908 and the Vendor/developer will attend such Office and admit execution thereof.

27. That all notices to be served on the Purchaser/s and the Vendor/developer as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Vendor/developer by Registered Post A.D. and notified Email Id/Under Certificate of Posting at their respective address specified below:

Name of the Purchaser/s :**MR. _____**
Address of Purchaser/s: _____ Nagpur-4400___.
Notified Email ID : _____

Name of the Vendor/Developer: **MR. KAMAL KUMAR SATYANARAYAN AGRAWAL**,
R/O:- C-1901 Godrej Anandam, Ganeshpeth, Nagpur-440018.
Notified Email ID:- agrawalk50@yahoo.com

That, it shall be duty of the Purchaser/s and the Vendor/developer 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 the communications and letter posted at the above address shall be deemed to have been received by the Vendor or developer or the Purchaser/s, as the case may be.

28. JOINT PURCHASERS:
That in case there are joint purchaser/s all communications shall be sent by the Vendor/developer to the Purchaser whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

29. STAMP DUTY AND REGISTRATION:
All the 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 their charges and Misc. Expenses including the Lawyer's fee payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

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

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

32. **PARKING PLACE**:- It is specifically agreed between the parties to this agreement that the Vendor/developer has allotted one car parking space without any kind of extra payment/consideration to the allottee/purchaser which is stilt/covered car parking space(s) at Ground Floor level bearing Car Parking Number _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./stilt/covered car parking bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq. ft. of the size length _____ Mts., breadth _____ Mts. and having vertical clearance of _____ Ft.

33. That for the matters not specifically covered herein, the provisions of transfer of Property Act shall apply.

FIRST SCHEDULE REFERRED TO ABOVE
{RESIDENTIAL}

ALL THAT piece and parcel of land containing by admeasurements about **1765.1578 Sq. Mts.,** i.e. about 19000 Sq. Ft., being a portion of entire land bearing Khasra/Survey No. 62/1, 62/7 and 62/10 forming a part of layout carved by Shri Ram Krishna Co-Operative Housing Society Limited, Nagpur, within the limits of Ward No. 15 of **MOUZA:- SOMALWADA**, Tahsil & District:- Nagpur. The **NMC House No.** in respect of the said property is **3462/RKH.** The **Sheet No.** in respect of the said property is **679/18.** The **C.T.S No.** in respect of the said property is **504**. The said property is situated within the limits of Nagpur Municipal Corporation and the Nagpur Improvement Trust, Nagpur. The said property is bounded as under:-

EAST: - LAND BEARING SURVEY/KHASRA NO. 62/7,

WEST: - GARDEN,

NORTH: - ROAD,

SOUTH: - ROAD

SECOND SCHEDULE REFERRED TO ABOVE
(APARTMENT)

ALL THAT R.C.C Superstructure comprising of **APARTMENT No. _____** situated on the **First Floor** of the building known and styled as "**THE VELVET APARTMENT**" being constructed over land mentioned in First Schedule hereinabove. The said Residential Apartment is having Carpet Area admeasuring about _____ Sq. Mt., and having total **Built up** area admeasuring about _____ **Sq. Mts.** Together with **_____%** (Percent) Undivided land Share and interest in land Bearing NMC House No. **3462/RKH** totally admeasuring about 1765.1578 Sq. Mts. as stated herein above.

Second Schedule Above Referred to the nature, extent and description of common areas and facilities

	Type of Common Areas provided	Proposed Date of Occupancy Certificate	Proposed Date of Handover for use	Size/area of the Common areas Provided
i.				
ii.				
iii.				

Details and specifications of the lifts:

	Type Lift (passenger/ service/ stretcher/ goods/ fire evacuation/ any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.				
ii.				
iii.				

IN WITNESS WHEREOF the VENDOR/DEVELOPER and the PURCHASER/S hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES:- **EXECUTANTS**

1. ---------- **----------**
(MR. KAMAL KUMAR SATYANARAYAN AGRAWAL)
VENDOR

2. ---------- **----------**
(_____)
PURCHASER

ANNEXURE-A
Name of the Advocate
Address:
Date:

ANNEXURE-B
(Authenticated copies of Property Card Showing nature of title of Vendor along with Title Report)

ANNEXURE-C-1
(Copy of NIT Layout Plan)

ANNEXURE-C-2
(Copies of Plan/s of Building Sanctioned and according to which the construction of the building and open space/s are proposed to be provided for the said project.)

ANNEXURE-D
(Authenticated Copies of Plans and Specifications of the Apartment agreed to be purchased by the Purchaser/s duly marked in sanctioned map.)

ANNEXURE-E
(Specification and amenities for the Apartment)

ANNEXURE-F
(Authenticated Copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)