

Annexure ‘A’
Model Form of Agreement to be entered into between
Promoter and Allottee(s)
(See rule 10(1))
EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

AGREEMENT TO SELL

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

This Agreement made at NAGPUR this.....day of..... in the year Two Thousand and TWENTY FIVE between :

OASIS BUILDER AND DEVELOPER, through its proprietor **MR. VIVEK BABANRAO HUSUKALE**, Aged 49 Years, Occupation – Business, PAN AABPH9138D, AADHAR UID 3378 0203 3376, Mobile No. 9822226723 Resident of Plot no.7, “Chandraprasth”, Dindayal Nagar, Padole Square, Nagpur-440022, Tahsil and District – NAGPUR, here-in-after known and referred to as the “**VENDOR/ PROMOTER**” which expression shall unless repugnant to the context or meaning thereof always means and include the said “**PARTNERSHIP FIRM and its PARTNERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

IN FAVOUR OF

SHRI. _____, Aged about _____ years, Occupation – Service / Business, (PAN _____, UID _____), Resident of _____, here-in-after known and referred to as the “**ALLOTTEE/PURCHASER/S**” which expression shall unless repugnant to the context and meaning thereof, always mean and include the said “**ALLOTTEE/PURCHASER/S**” as well as his/her/their heirs, legal representatives, executors, successors, representatives and assigns of the **OTHER PART**.

A. DESCRIPTION OF THE LAND & PROPERTY:-

WHEREAS, the VENDOR/PROMOTER is the sole and exclusive owner of ALL THAT Piece and Parcel of Non-Agricultural land bearing Survey / Khasra/Gat No. 14/3, having an area of 0.94 Hectares (i.e. 9400.00 Sq. Mtrs.), of MOUZA - ISASANI, P.S.K. 46, held in Occupancy Class – 1 Rights, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, in Tahsil – Hingna and District – NAGPUR and more particularly described in the First Schedule hereunder written (*hereinafter referred to as “the project land”*); AND

WHEREAS, ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey No. 24 (Old No. 12/7) of MOUZA – ISASANI, P.S.K. 46, having an area of 2.44 Hectares, Land Revenue Rs. 8.67 yearly, held in Bhogwatdar Class-1 Rights, including all Types of Trees, Shrubs, Crops, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani in Tahsil – Hingna and District – NAGPUR, Originally belonged to Shri. Vishwanath Lahanu Nagrare, being his separate property; AND

WHEREAS the aforesaid Shri. Vishwanath Lahanu Nagrare lateron gifted the said property comprising ALL THAT piece and parcel of Agricultural Land having an area of 1.88 Hectares (i.e. 4.62 Acres) comprising Eastern Portion of Khasra No. 24 (Old No. 12/7) of MOUZA – ISASANI, P.S.K. 46 having a total area of 2.44 Hectares, Land Revenue Rs. 8.67 yearly, held in Bhogwatdar Class-1 Rights, including all Types of Trees, Shrubs, Crops, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani in Tahsil – Hingna and District – NAGPUR by way of Gift to his two sons namely Shri. Niraj alias Nirajnarayan Vishwanath Nagrare and Shri. Dhiraj Vishwanath Nagrare, by a Gift Deed 25-02-1991, which is duly Registered at the Office of the Sub-Registrar, Hingna in Addl. Book No. 1, Volume No. 377 on Pages 228 to 234 at Sr. No. 1414 on 26-02-1991; AND

WHEREAS the aforesaid Shri. Niraj alias Nirajnarayan Vishwanath Nagrare left for heavenly abode on 05-12-2013 leaving behind him, his Widow Smt. Pratibha Niraj Nagrare, only son Shri. Pratik Niraj Nagrare and only daughter Mrs. Ashwini Rahul Gajbhiye, the Vendors named hereinabove, as his only legal heirs, who inherited his 50% share and interest the said entire property by way of intestate succession; AND

WHEREAS, as per re-survey and re-measurement by the government authorities, land revenue records the aforesaid Survey / Khasra / Gut No. 24 of MOUZA – ISASANI renumbered as Kh. No. 14/1 having an area of 2.28 Hectares, Rental Rs. 6.02 Yearly and the same is also accordingly mutated in their names of the said Shri. Dhiraj Vishwanath Nagrare, Smt. Pratibha Niraj Nagrare, Shri. Pratik Niraj Nagrare and Mrs. Ashwini Rahul Gajbhiye to the extent of 1.88 Hectares alongwith Niyojit Pradhnyalok Gruha Nirman Sahakari Society to the extent of 0.40 Hectares in 7/12 extract vide Ferfar Entry No. 920 Dated 01-07-2014; AND

WHEREAS, an oral partition was affected between the aforesaid Shri. Dhiraj Vishwanath Nagrare on one part and Smt. Pratibha Niraj Nagrare, Shri. Pratik Niraj Nagrare and Mrs. Ashwini Rahul Gajbhiye on other part thereby dividing the said land into two parts, each admeasuring 0.94 Hectares; AND

WHEREAS, as per the Order of the Deputy Superintendent, Land Records, Hingna bearing No. Partition/Mouza-Isasani/2023/760 dated 08-03-2023 and subsequent order passed by the Tahsildar, Hingna bearing No. Prastut-1/Tah.-Hingna/KV-867/2023 dated 10-04-2023, the land allotted to Smt. Pratibha Niraj Nagrare, Shri. Pratik Niraj Nagrare and Mrs. Ashwini Rahul Gajbhiye admeasuring 0.94 Hectare was recorded as Survey No. 14/3 in consensus with the Measurement Sheet. Thus, the said Smt. Pratibha Niraj Nagrare, Shri. Pratik Niraj Nagrare and Mrs. Ashwini Rahul Gajbhiye became Co-Owners of of Agricultural land bearing Khasra/Survey No. 14/3 of MOUZA – ISASANI, P.S.K. 46, having an area of 0.94 Hectares, with heritable, transferable rights therein; AND

WHEREAS the aforesaid Smt. Pratibha Niraj Nagrare, Shri. Pratik Niraj Nagrare and Mrs. Ashwini Rahul Gajbhiye, lateron jointly transferred/sold the said property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra/Survey No. 14/3 of MOUZA – ISASANI, P.S.K. 46, having an area of 0.94 Hectares, Land Revenue Rs. 3.00 Yearly, held in Bhogwatdar Class-1 Rights, including all Types of Trees, Shrubs, Crops, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani in Tahsil – Hingna and District – NAGPUR, in favour of **OASIS BUILDER AND DEVELOPER**, the VENDOR/PROMOTER namedhereinabove, by a Sale Deed dated 16-04-2024, which is Registered at the office of the Sub-Registrar, Hingna, in Book No. 1 at Sr. No. 3737 on even date and the same is also accordingly mutated in its name in Revenue Records vide Ferfar Entry No. 7719 dated 20-05-2024; AND

WHEREAS the aforesaid lands bearing Khasra No. 14/3 of MOUZA – ISASANI, containing by total admeasurement 0.94 Hectares (i.e. 9400.00 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Tahsildar, Hingna vide its Order Dated _____ passed in Revenue Case No. ____/NAP-34/Mouza-Isasani/2023-2024; AND

As a result therefore the said **OASIS BUILDER AND DEVELOPER, the VENDOR/PROMOTER** named hereinabove has now become an exclusive, absolute and full owners of the aforesaid property comprising ALL THAT Piece and Parcel of Non-Agricultural land bearing Survey / Khasra/Gat No. 14/3, having an area of 0.94 Hectares (i.e. 9400.00 Sq. Mtrs.), of MOUZA - ISASANI, P.S.K. 46, held in Occupancy Class – 1 Rights, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, in Tahsil – Hingna and District – NAGPUR with heritable and transferable rights therein and the same is also accordingly recorded in the Revenue Records Vide Ferfar Entry No. 7719 dated 20-05-2024.

WHEREAS the VENDOR/PROMOTER decided to develop the aforesaid land of Khasra No. 14/3 of MOUZA - ISASANI into a residential Lay-out on the said entire land and applied to Tahsildar, Hingna for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) in Revenue Case No. ____/NAP-34/2023-24, dated _____ and the Lay-out on the said land is also recommended for final approval by the Executive Engineer, NMRDA, Nagpur vide letter No. vide Letter bearing No. NMRDA/LT/2023/APL/00235 Dated 26-12-2023. The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as “**OASIS-32**”; AND

WHEREAS the VENDOR/PROMOTER has agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the Deputy Director of Town Planning, Nagpur Municipal Corporation, Nagpur; AND

WHEREAS, the ALLOTTEE/PURCHASER/S hereinabove being interested to own one of the Plot in the said Lay-out, approached the VENDOR/PROMOTER herein and visited the office of the VENDOR/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and VENDOR/PROMOTER'S authority and right to develop the said land and to sell the various Lay-out plots to the prospective buyers;

WHEREAS, the ALLOTTEE/PURCHASER/S here-in-above approached to the VENDOR/PROMOTER for the purchase of Plot for his/her/their Residential purposes in the said Lay-out known as "OASIS 32" and has agreed to pay the cost of developed plot to the VENDOR/PROMOTER; AND

B. TITLE CERTIFICATE: The title of the Owner/Promoter is duly verified through their Advocate Sandeep A. Shastri, Nagpur and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A"**;

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owner/Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, bearing No. _____; and the same is attached hereto as **Annexure-E**.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion **Annexure-"A"** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open **Plot No. _____** as specified in **FIRST SCHEDULE (SCHEDULE-A)** written hereinafter (hereinafter for the sake of brevity referred to as the "said Plot"). The Purchaser/s has/have agreed to acquire **Plot No. _____** admeasuring about _____ **Sq. Mtrs. (OR _____ Sq. Ft)**, at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the **FIRST SCHEDULE (SCHEDULE-A)** hereunder written and marked in Red on the Plan **SCHEDULE-B**.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the Owner /Promoter and the Owner/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER: The Purchaser/s has/have before the execution hereof, had the title of the Owner/Promoter thereto independently verified through the Legal Counsel/Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances and is clear and marketable.

G. CONSIDERATION : After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of **Rs. _____ (Rupees _____)** Only (not exceeding 10% of the total consideration) as a advance payment or application fee and hereby agrees to pay to that Promoter the Balance amount of **Rs. _____ (Rupees _____)** Only and shall be deposited in RERA Designated collection Bank Account No. 238005003242 with ICICI Bank, Branch Dindayal Nagar, Nagpur having IFSC Code **ICIC0002380**, situated at **Pratap Nagar, Nagpur**. In addition to above bank account I/We have opened in the same bank RERA designated Separate Bank Account and RERA designated Transaction Bank Account having Account No. 238005003243 and 238005003241 respectively. The Purchaser has agreed to pay to the Owner/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the **SCHEDULE-E** hereunder written and which payment is deemed to be the essence of these presents;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. PURCHASE AND SALE OF THE PLOT:-

1(a)(i) The Purchaser/s has/have agreed to acquire and Owner/Promoter has agreed to sell the said Open **Plot No. _____** admeasuring **_____ Sq. Mtrs. ,** and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the *Schedule A* and specified in Plan Schedule B hereunder written;

~~1(a)(i) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell the Allottee garage bearing Nos. _____ admeasuring _____ Sq.Ft having _____ ft. Length x _____ sq. ft breath x _____ ft vertical clearance and situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____.~~

~~1(a) (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/ covered Car parking space at _____ level basement/podium/ stilt /mechanical Car Parking Unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance for the consideration of Rs. _____.~~

~~1(b) The Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee 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/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/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 Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.~~

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Vendor/ Promoter the balance amount of Rs. _____ (Rupees _____) deposited in RERA Designated collection Bank Account No. 238005003242 with ICICI Bank, Branch Dindayal Nagar, Nagpur having IFSC Code **ICIC0002380**, situated at **Pratap Nagar**, Nagpur. In addition to above bank account I/We have opened in the same bank RERA designated Separate Bank Account and RERA designated Transaction Bank Account having Account No. 238005003243 and 238005003241 respectively:-

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, 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 Promoter.

~~1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.~~

1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

1.2 The said plot agreed to be acquired by the purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure _____ herein written.

2. CONSIDERATION:-

2.1 The Promoter 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~~/ Plot to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1

(c) herein above. ("Payment Plan").

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Promoter the said open Plot for the mutually agreed lump sum consideration of **Rs. _____ (Rupees _____)** Only and the Purchaser shall make the payment of the same in the name of "_____" or such other name as may be specified from time to time by the Owner/Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDOR/PROMOTER in the manner stipulated in Schedule - E. That the VENDOR/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

2.2 TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Promoter before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) two months {(u/s 19(10))} of the Owner/promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.2.1 Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –

- (i) War, civil commotion/pandemic or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

2.2.2 That, the VENDOR/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR/PROMOTER shall give possession of the Plot to the ALLOTTEE/PURCHASER/S. The VENDOR/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/PROMOTER.

2.2.3 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for residential / legal Purposes.

2.3 DELAY IN HANDING OVER POSSESSION BY Owner/PROMOTER/CONSENTING PARTY:

It is agreed between the parties hereto that if the Owner/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter.] or if, the Owner/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as

prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT :

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of 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 Promoter has disclosed the Floor Space Index of _ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

Commencing the week after Notice in writing is given by the Owner/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter, charges for common service if any.

4.1 If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Plot] to the Allottee, the Vendor/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter.

4.2 Without prejudice to the right of Vendor/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 Vendor/Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Vendor/Promoter shall at their own option, may terminate this Agreement:

Provided that, Vendor/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 Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this Agreement.

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

5. NO RIGHT TO DEMAND SUB-DIVISION :

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

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the right of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of 20 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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.

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Promoter of all the plots on the said Land, then in such case the Owner/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer free, or any other extra payment.

7.1 Procedure for taking possession - The Vendor/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the

Allottee as per the agreement shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor/Promoter shall give possession of the Plot to the Allottee. The Vendor/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Promoter or association of allottees, as the case may be. The Vendor/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Plot within 15 days of the written notice from the promoters to the Allottee intimating that the said plot is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/ Plot]: Upon receiving a written intimation from the Vendor/Promoter as per clause 8.1, the Allottee shall take possession of the plot from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over possession of the plot to the Allottee, the Allottee brings to the notice of the Vendor/Promoter any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the promoter as per the Agreement for sale relating to such development, then, wherever possible such defects shall be rectified by the Vendor/Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

8. ~~The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.~~

9. FORMATION OF FINAL BODY OF PURCHASERS / SOCIETY / ASSOCIATION

The Allottee along with other allottee(s) of Plot in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/Promoter to register the common organisation of Allottee. No

objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Vendor/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society," Association" or Limited Company all the right, title and the interest of the Vendor/Promoter and/or the owners.

9.2 The Vendor/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Promoter and/or the owners in the project land.

10. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter or Consenting Party in favour of the Association/Condominium/Society of all Plot purchasers in the said project.

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11. ENTIRE AGREEMENT:

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows :-

(i) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure 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; The promoter has also obtained the necessary N.A. permission from competent authority;

(ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project.

(iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there is no prohibitory order for transfer of the Plot.

(v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building 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/wings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(vi) The Promoter 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 Allottee created herein, may prejudicially be affected;

(vii) The Promoter 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(X) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(xi) 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 Promoter in respect of the project land and/or the project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which

may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. 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 and 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 in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment is situated.

viii. 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 Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee 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 Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15A. In case the transaction being executed by this agreement between the promoter the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes agreed as payable remuneration / fees / charges for services / commission / brokerage t said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/both, as the may be, in accordance with the agreed terms of payment.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/ Plot] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /
SUBSEQUENT ALLOTTEES

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 Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER
REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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 [Apartments/Plots] in the Project.

24. 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.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

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

31. GOVERNING LAW

That 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 courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO :

Description of the Plot

SCHEDULE – “A”

ALL THAT piece and parcel of land being Plot bearing No. _____, admeasuring about _____ Sq. Mtrs. (OR _____ Sq. Ft.) (dimensions are as shown in the plan annexed herewith) out of the Lay-out known as “OASIS 32” carved on ALL THAT Piece and Parcel of Non-Agricultural land bearing Survey / Khasra/Gat No. 14/3, having an area of 0.94 Hectares (i.e. 9400.00 Sq. Mtrs.), of MOUZA - ISASANI, P.S.K. 46, held in Occupancy Class – 1 Rights, including all other easementary rights appurtenant and belonging thereto, situated at Village – Isasani, in Tahsil – Hingna and District – NAGPUR and the same is bounded as under :

ON THE EAST - BY _____,
ON THE WEST - BY _____,
ON THE NORTH - BY _____,
ON THE SOUTH - BY _____.

Annexure 1

SECOND SCHEDULE ABOVE REFERRED TO
FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT
AND/OR COMMON AREA OF THE LAYOUT:

A) Description of the Common Areas Provided:-

	Types Of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed Date Of Handover For Use	Size/Area of the Common Areas Provided
i)				
ii)	NOT APPLICABLE			

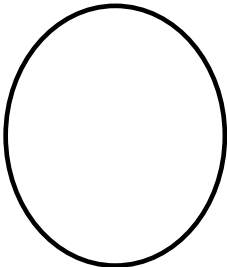
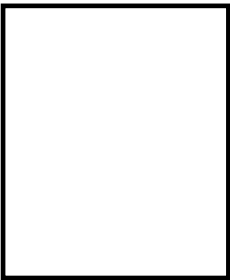
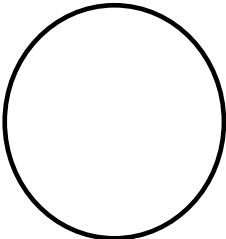
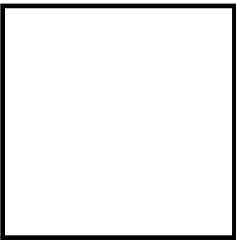
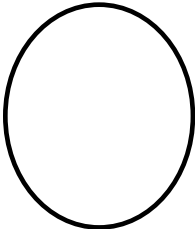
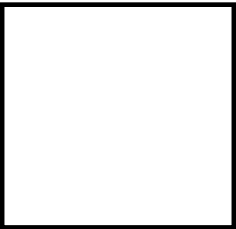
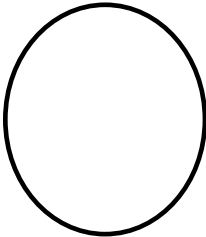
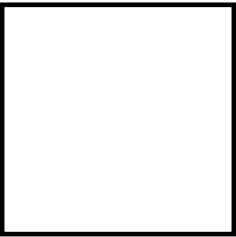
B) Facilities/ Amenities Provided/To Be Provided Within the layout and/or Common Area of The layout:-

	Types Of Facilities/ Amenities To Be Provided	Phase Name/ Number	Proposed Date Of Occupancy Certificate	Proposed Date Of Handing Over To Society/Comm on Organization	Size/Area of The Facilities/Ame nities	FSI Utilized Or Free of FSI
i)						
ii)						
iii)						
iv)						

C) The Size And The Location Of The Facilities/Amenities In The Form of Open Spaces (RG/PG Etc.) Provided/ To Be Provided Within The Plot And/Or Within The Layout:-

	Types Of Facilities/ Amenities To Be Provided	Phase Name/ Number	Proposed Date Of Occupancy Certificate	Proposed Date Of Handing Over To Society/Comm on Organization	Size/Area of The Facilities/Ame nities	FSI Utilized Or Free of FSI
i)						
ii)	NIL					
iii)						

IN WITNESES WHEREOF THE VENDOR/PROMOTER AND THE ALLOTTEE/PURCHASER/S hereto have signed this AGREEMENT TO SELL at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

SR. NO.	FINGER PRINT (LEFT THUMB)	PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR OASIS BUILDER AND DEVELOPER (VIVEK BABANRAO HUSUKALE) Proprietor <u>VENDOR/PROPMOTOR</u>
02			() <u>PURCHASER</u>
WITNESSES :-			
I			WITNESS NO. 1
II			WITNESS NO. 2

SCHEDULE – “E”
MANNER OF PAYMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
	AMOUNT RECEIVED		

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____
_____ Only) in the following manner :

Amount Rs.	Payable on or before
	TOTAL AMOUNT