

Annexure-III

Model Form of Agreement to be entered into between Promoter and
Allottee(s) for Plotted development projects

AGREEMENT TO SELL

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

THIS AGREEMENT TO SELL is made and executed at Nagpur on this
day of, 2025 BY AND BETWEEN:

SHARMA CONSTRUCTION COMPANY, (PAN ABBFS3351C), a Partnership firm having office at 143, Indu Enclave, 1st Floor, Shankarnagar, Nagpur, acting through Partners (1) **SHRI. RITESH S/o RADHESHYAM SHARMA**, Aged 50 Years, Occupation – Business, PAN ADKPS1845A, AADHAR UID 6279 9548 0035; (2) **SHRI. ADITYA S/o RITESH SHARMA**, Aged 20 Years, Occupation – Business, PAN QDJPS1856Q, AADHAR UID 881747107348; (3) **SHRI. RAGHAV S/o RITESH SHARMA**, Aged 18 Years, Occupation – Business, PAN SGVPS3819C, AADHAR UID 7205 4923 4783; AND (4) **SHRI. AKASH S/o UMESH SHARMA**, Aged 22 Years, Occupation – Business, PAN NJMPS3015P, AADHAR UID 6514 6186 9766, AND (5) **SHRI. UMESH S/o RADHESHYAM SHARMA**, Aged 55 years, Occupation – Business, PAN AEWPS1706H, AADHAR UID 9140 0470 3946, All are Residents of Plot No. 218, Shankar Nagar, Nagpur - 440010, Tahsil and District - NAGPUR, hereinafter called the "**VENDORS/PROMOTERS**", which expression shall unless repugnant to the context and meaning thereof, always mean and include the said "**VENDORS/PROMOTERS**" as well as their heirs, legal representatives, executors, successors, representatives 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**.

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A. DESCRIPTION OF THE LAND & PROPERTY:-

THAT, the VENDORS/PROMOTERS namely SHARMA CONSTRUCTION COMPANY is owners of non-agricultural land bearing Khasra / Survey No. 14/1 of MOUZA – RUI, P.H.No. 41, having an area of 1.05 Hectare (i.e. 10,500.00 Sq. Mtrs.), held in occupancy Class – 1 Rights, situated at Village - Rui, in Tahsil – Nagpur Gramin and District – NAGPUR;

THAT, ALL THAT Piece and Parcel of Agricultural land bearing Survey / Khasra / Gut No. 14/1 of MOUZA - RUI, P.H.No. 41, having an area of 1.05 Hectare, Rental Rs. 5.20 Yearly, held in Occupancy Class -1 Rights, Khate No. 10369 and including all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto situate at Rui, within the limits of the Grampanchayat Rui in Tahsil – Nagpur Gramin and District NAGPUR, Originally belonged to Sampat Chandrya Matikhaye. After his sad demise his legal heirs 3 sons namely Kashinath Sampat Matikhaye, Umaji Sampat Matikhaye, Baban Sampat Matikhaye and wife Gayabai Sampat Matikhaye inherited said property in inheritance and same is accordingly recorded in the Revenue Records vide old Ferfar Entry No. 76 dated 30-04-1962;

THAT, for better utilization of the property separately, the aforesaid (i) Umaji Sampat Matikhaye, (ii) Baban Sampat Matikhaye (iii) Kashinath Sampat Matikhaye and (iii) Gayabai Sampat Matikhaye lateron partitioned their aforesaid joint property in between them and in terms of which All THAT Piece and parcel of land bearing Kh No 14/1 admeasuring 1.05 H.R. was allotted to the exclusive share of Kashinath Sampat Matikhaye absolutely forever with heritable and transferable rights therein, and same is accordingly recorded in the Revenue Records vide New Ferfar Entry No. 117 dated 27-06-1995;

THAT, the aforesaid Kashinath Sampat Matikhaye lateron transferred /sold ALL THAT piece and parcel of Agriculture land bearing Survey/Khasra/Gut No. 14/1 of Mouza Rui, PSK 41 having and area of 1.05 H.R, Aakar Rs 5.20 yearly, held in Occupancy Class-1 rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Rui in Tahsil – Nagpur Gramin and District – NAGPUR in favour of Sharma Construction Company, by a Sale Deed dated 17-01-2007, which is duly registered at the Office of the Sub Sub Registrar, Nagpur Gramin-10 in Book No. 1 at Sr. No. 00247 on even date and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 370 Dated 07-02-2007.

THAT, the VENDORS/PROMOTERS decided to develop the aforesaid land of Khasra No. 14/1 of MOUZA – RUI, P.H.No. 41 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. 17/NAP-34/Mouza-Rui/2024-25 dated 06-09-2024 and the same is attached hereto as Annexure-"C";

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THAT, as a result therefore Vendor/Promoter Sharma Construction Company has now become an exclusive, absolute, full owner of Plot Nos. 1 to 45, containing by total admeasurement 6419.20 sq mts and same is accordingly recorded in the revenue records ;

THAT, the Nagpur Metropolitan Region Development Authority (NMRDA) tentatively/provisionally sanctioned the residential lay out on the said entire land of Khasra NO 14/1 of Mouza Rui , PSK 41, consisting of residential plots of various sizes vide approval letter No. ka. Abhi/ NMRDA/5727 dated 12-08-2021.

THAT, the Vendor/Promoter entered in to agreement with developing authority Nagpur Metropolitan Region Development Authority (NMRDA) on dated 24-10-2024 for development of the said layout. After measurement and demarkation of plots by TLR Nagpur Gramin, said lay out is Final sanctioned and approved by the Nagpur Metropolitan Region Development Authority vide its Approval No. E.E./ NMRDA/ DPC/ Agree/ 1660 dated 24-10-2024 and the same is attached hereto as **Annexure-"D"**. The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as **"NARMADA VIHAR-9"**.

THAT, the VENDOR/PROMOTER have agreed to develop the Lay-out as per the drawing, designs & specification to be approved by the NMRDA, Nagpur.

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

THAT, the ALLOTTEE/PURCHASER/S here-in-above approached to the VENDOR/ PROMOTER for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as **"NARMADA VIHAR-9"** and has agreed to pay the cost of developed plot to the VENDOR/PROMOTER;

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

Contd. ...



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 authenticated copy of the same is attached hereto as **Annexure-F**.

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 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 SCHEDULE 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, 7/12 extract, N.A. Assessment and the approved layout plans, 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 vide Cheque No. _____ Dated _____ drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale-price of **Rs. _____ (Rupees _____)** Only against and in consideration of the said Plot agreed to be sold by the Owner/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Promoter hereby admit and acknowledge. 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;

Contd. ...

H. 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 that Promoter the balance amount of Rs. _____ (Rupees _____ only.) and shall be deposited in RERA Designated Collection Bank Account No 003050100000247, Nagpur Nagarik Sahakari Bank, Dharampeth Branch having IFS Code NGSB0000003 situated at Plot No 184/2, Lokkalyan Bhavan, Dharampeth, Nagpur. In addition to the 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. 003050100000246 and 003050100000245 respectively.

(Note: For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three-bank account of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.) Allottee hereby agrees to pay to that Promoter the said balance amount in following manner: -

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

1. PURCHASE AND SALE OF THE PLOT:-

1.1 The Purchaser/s has/have agreed to acquire/purchase 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;

1.2 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 specifications, which are set out in the Annexure E hereunder written;

2. CONSIDERATION:-

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 "SHARMA CONSTRUCTION COMPANY" 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.

Contd. ...

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 31-12-2029 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) ((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 residential 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 VENDORS/PROMOTERS, 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 Residential 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 VENDORS/PROMOTERS shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDORS/PROMOTERS 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 VENDORS/PROMOTERS.

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 :

Contd. ...

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. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Promoter shall on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owners/promoters and Owner/promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION :

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:

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. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:

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

(a) 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;

Contd. ...

(b) 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.

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

(d) 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.

(e) 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;

(f) 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;

(g) 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;

(h) 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.

(i) 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.

(j) 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.

(k) The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

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

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

Contd. ...

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.

9. 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.

10. 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.

11. ADDRESS FOR SERVICE:

That all notices to be served on the Allottee/Purchaser 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/Purchaser _____

(Allottee's Address)

Notified Email ID: _____

Name of Seller:

SHARMA CONSTRUCTION COMPANY

Plot No. 143, Indu Enclave, 1st Floor,

Shankar Nagar, Nagpur-440010

(Seller's Address)

Notified Email ID : sharma.greenheaven@rediffmail.com

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.

12. DISPUTE RESOLUTION :

Contd. ...

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW :

That the right 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 Civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE - "A"

(SAID ENTIRE PROJECT LAND)

ALL THAT piece and parcel of Non Agriculture Land being Kh. No. 14/1, of Mouza Ruii, admeasuring 1.05 H.R. (10500.00 sq.mts), held in Occupant Class 1 Bhumiswami Rights, situated at Village Rui, P.H.No. 41, situated at Village - Rui, within the limits of Nagpur Metropolitan Region in Tahsil - Nagpur Gramin and District - NAGPUR and the same is bounded as under :

ON THE EAST	-	BY EXISTING ROAD,
ON THE WEST	-	BY KH. No. 23,
ON THE NORTH	-	BY KH. No. 14 (Part),
ON THE SOUTH	-	BY EXISTING ROAD.

SCHEDULE B

ALL THAT piece and parcel of land being Plot bearing No. _____, admeasuring about _____ Square Meters. (OR _____ Square Feet) (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as "NARMADA VIHAR-9" carved on non-agricultural land bearing Khasra / Survey No. 14/1 of MOUZA - RUI, P.H.No. 41, situated at Village - RUI, within the limits of Nagpur Metropolitan Region in Tahsil - Nagpur Gramin 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 _____,

Contd. ...

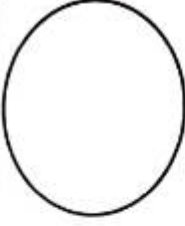
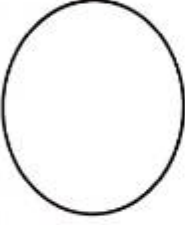
SCHEDULE – "E"
MANNER OF PAYMENT

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	

IN WITNESSES 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.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME FOR SHARMA CONSTRUCTION COMPANY, Partners
01			1) (RITESH RADHESHYAM SHARMA) <u>VENDORS/PROMOTORS</u>
02			2) (ADITYA RITESH SHARMA) <u>VENDORS/PROMOTORS</u>

Contd. ...



03   3)



04

4)

(AKASH UMESH SHARMA)
VENDORS/PROMOTORS

05		5) (UMESH RADHESHYAM SHARMA) <u>VENDORS/PROMOTORS</u>
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WITNESSES :-

WITNESS NO. 1

WITNESS NO. 2

Contd. ...

ANNEXURE – E

Second Schedule Above Referred to

A.) Description of the common area provided:

	Type of common areas provided	Proposed Date of occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided sqm
1	Open Space	31.12.2027	31.12.2028	1050.42

B.) Facilities/ amenities provided/ to be provided within the building including in the common area of the building:

NOT APPLICABLE

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Types of Facilities / amenities provided	Phase name / number	Proposed date of occupancy	Proposed date of handing over to the society/ common organization	Size/ area of the facilities / amenities sqm	FSI Utilised or free of FSI
1.	Internal Roads & Foot Path	-	31.12.2028	31.12.2029	1910.30	Free of FSI
2	Sewage Treatment Plant	-	31.12.2028	31.12.2029	25.00	Free of FSI
3	Storm Water Drain	-	31.12.2027	31.12.2029	-	Free of FSI
4	Street Lighting	-	31.12.2029	31.12.2029	-	Free of FSI
5	Open Space Compound wall & Gate	-	31.12.2027	31.12.2029	1050.42	Free of FSI
6	Landscaping and Tree Plantation	-	31.12.2029	31.12.2029	-	Free of FSI

D.) The size and the location of the facilities / amenities in form of open spaces (RG/PG etc.) provided/to be provided within the plot and /or within the layout.

	Type of open space (RG/ PG) to be provided	Phase name / number	Size open spaces to be provided	Proposed date of availability for use	Proposed date of handing over to the common organisation
1	RG	-	24.60 x 42.70 mts	31.12.2028	31.12.2029

E.) Details and specification of the lifts:

NOT APPLICABLE

Contd. ...

List of Annexure :-

Annexure "A"	:	Title Certificate
Annexure "B"	:	7/12 Extract
Annexure "C"	:	Approved Layout Plan
Annexure "D"	:	Authenticated copy of approved Layout showing the specific Plot subject matter of these present
Annexure "E"	:	List of Common Areas, and amenities to be provided under these present
Annexure "F"	:	Registration Certificate of the Project granted by the Real Estate Regulatory Authority

