

(WITHOUT ANY PREJUDICE, THIS DRAFT AGREEMENT TO SALE IS ONLY FOR DISCUSSIONS)

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

(Page No. _____, Item No. _____ @ Rs. _____/- per Sq. Mtr.)

THIS AGREEMENT TO SELL is made and executed at KORPANA on this _____ Day of _____, 2020, BETWEEN : **MISS. PURNIMA D/o RAVINDRALAL SRIVASTAVA**, Aged about 32 Years, Occupation - Business, Income Tax PAN ALTPS7042N and Aadhar Unique Identity No. 500442867186, Resident of Plot No. 6, S.B.I. Colony, Sneh Nagar, Wardha Road, Nagpur-440015, Tahsil and District -NAGPUR, Proprietries of **M/s. P. M. INFRAVENTURES**, a Proprietary Concern, having its Office at 25, Shricon House, Rajeev Nagar, Wardha Road, Nagpur-440025, hereinafter called the “**VENDOR / DEVELOPER**”, which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR/DEVELOPER**” as well as, her heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Income Tax Permanent Account No. _____,

Aadhar Unique Identity No. _____,

Resident of _____,

hereinafter called the “**PURCHASER(S) (S)**”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**PURCHASER(S) (S)**”, as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS the Vendor/developer/ Developer named hereinabove own and possess the properties comprising ALL THAT Piece and Parcel of Land containing by total admeasurements **93,865 Sq. Mtrs.** being a portion of the entire land bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of **MOUZA - NANDA**, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare= 1.76 Hectares, 2.37 Hectares + Potkharab 0.08 Hectare= 2.45 Hectares, 0.81 Hectares, 4.13 Hectares and 3.34 Hectares respectively, thus totaling 12.32 Hectares + Potkharab 0.17 Hectare thus totaling 12.49 Hectares, Rental Rs. 3.10 Yearly, Rs. 3.10 Yearly, Rs. 1.23 Yearly, Rs. 4.81 Yearly and Rs. 3.84 Yearly respectively, all held in Occupancy Class-1 Rights, Khate Nos. 1183,1114 and including all other easementary rights appurtenant and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR and more particularly described in the First Schedule hereunder written (**hereinafter referred to as “the project land”**); more particularly described in the Schedule hereunder written; AND

WHEREAS, the properties comprising ALL THOSE Pieces and Parcel of Lands bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA -NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare= 1.76 Hectares, 2.37 Hectares + Potkharab 0.08 Hectare= 2.45 Hectares, 0.81 Hectares, 4.13 Hectares and 3.34 Hectares respectively, thus totaling 12.32 Hectares + Potkharab 0.17 Hectare thus totaling 12.49 Hectares, Rental Rs. 3.10 Yearly, Rs. 3.10 Yearly, Rs. 1.23 Yearly, Rs. 4.81 Yearly and Rs. 3.84 Yearly respectively, all held in Occupancy Class-1 Rights, Khate Nos. 1183,1114 and including all other easementary rights appurtenants and belonging thereto, all situated at Village -Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belongs to Miss. Purnima Ravindralal Srivastava, the Vendor named hereinabove and more particularly described in the Schedule hereunder written; AND

Survey No. 35/1

WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totaling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village -Nanda, within the limits of the

Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to (i) Shri. Dharmraj Sakharam Nibrad and (ii) Shri. Deorao Mahadeo Nibrad as a recorded Co-owners thereof and the same is accordingly recorded in their joint names in the Revenue Records; AND

WHEREAS, the aforesaid Co-owner namely Shri. Deorao Mahadeo Nibrad later on transferred/sold his portion of land comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 0.88 Hectares, Rental Rs. 1.55 comprising Eastern Portion of the entire land bearing Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totaling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Shri. Ravindralal Biharilal Srivastava, by a Sale Deed 11-10-1995, which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1142 on 12-10-1995 and the same is accordingly recorded in her name in the Revenue Records; AND

WHEREAS, the aforesaid Co-owner namely Shri. Deorao Mahadeo Nibrad later on transferred/sold his remaining portion of land comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 0.88 Hectares, Rental Rs. 1.56 comprising Western Portion of the entire land bearing Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totaling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a Sale Deed 11-10-1995, which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1143 on 12-10-1995 and the same is accordingly recorded in her name in the Revenue Records; AND

WHEREAS the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-

02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date; AND

WHEREAS, the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava through their Power of Attorney Holder Miss. Purnima Ravindralal Srivastava jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/1 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare thus totaling 1.76 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 145 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1381; AND

Survey No. 35/3

WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totaling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village -Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Pandhari Nilkantha Nibrad, as a recorded Owner thereof and the same is accordingly recorded in his name in the Revenue Records; AND

WHEREAS, the aforesaid Owner Shri. Pandhari Nilkantha Nibrad later on transferred a portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 1.22 Hectares comprising Western Portion of the entire land bearing Survey / Khasra / Gut No. 35/3 of MOUZA -NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totaling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Shri. Ravindralal Biharilal Srivastava, by a registered Sale Deed 11-10-1995, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 1140 on 12-10-1995 and the same is accordingly recorded in her name in the Revenue Records; AND

WHEREAS, in the like manner the aforesaid Owner Shri. Pandhari Nilkantha Nibrad later on transferred remaining portion of the aforesaid property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurement 1.23 Hectares, Rental Rs. 1.81 comprising Eastern Portion of the entire land bearing Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare thus totaling 2.45 Hectares, Rental Rs. 3.11 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a registered Sale Deed 11-10-1995, which is duly registered at the Office of the Joint Sub-Registrar, Rajura in Book No. 1 at Serial No. 1141 on 12-10-1995 and the same is accordingly recorded in his name in the Revenue Records; AND

WHEREAS the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal

Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date; AND

WHEREAS, the aforesaid Co-Owners Shri. Ravindralal Biharilal Srivastava and Mrs. Indravati Ravindralal Srivastava through their Power of Attorney Holder Miss. Purnima Ravindralal Srivastava jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land Survey / Khasra / Gut No. 35/3 of MOUZA - NANDA, P.S.K. 2, having an area of 2.37 Hectares + Potkharab 0.08 Hectare, Rental Rs. 3.10 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 146 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1297; AND

Survey No. 55/3

WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, originally belonged to Shri. Abaji Bhima Mohurle, as recorded Onwer thereof being his separate property and the same accordingly recorded in the Revenue Records; AND

WHEREAS, the aforesaid Shri. Abaji Bhima Mohurle later on in his turn transferred/sold a portion out of the property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 0.81 Hectare, Rentra Rs. 1.23 Yearly comprising WESTERN PORTION out of the entire land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village -Nanda, within the limits of the

Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Sale to Mrs. Indravati Ravindralal Srivastava, by a Sale Deed 21-05-1996, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 764 on even date and the same is accordingly recorded in her name in the Revenue Records vide Ferfar Entry No. 217 dated 09-01-1997; AND

WHEREAS the aforesaid Owner Mrs. Indravati Ravindralal Srivastava alongwith Shri. Ravindralal Biharilal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date; AND

WHEREAS, the aforesaid Owner Mrs. Indravati Ravindralal Srivastava through her Power of Attorney Holder Miss. Purnima Ravindralal Srivastava jointly later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 0.81 Hectare being a portion of the entire land bearing Survey / Khasra / Gut No. 55 of MOUZA - NANDA, P.S.K. 2, having total area of 5.07 Hectares, Rental Rs. 7.72 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil -Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registerered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 147 on even date and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1317; AND

WHEREAS the said portion of land hold by Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove is now identified as Survey / Khasra / Gut No. 55/3, having an area o 0.81 Hectare, Rental Rs. 1.23 Yearly, held in

Occupancy Class-1 Rights, Khate No. 1114 and the same is accordingly recorded in her name in the Revenue Records; AND

Survey No. 56

WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 4.13 Hectares, Rental Rs. 4.80 Yearly being a portion of the entire land bearing Survey / Khasra / Gut No. 56 of MOUZA -NANDA, P.S.K. 2, having total area of 4.14 Hectares, Rental Rs. 4.81 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Ravindralal Biharilal Srivastava, having purchased the same by him from Smt. Kaushalyabai Balaji Nikhade, by a Sale Deed 26-06-1996, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 950 on 28-06-1996 and the same is accordingly recorded in his name in the Revenue Records vide Ferfar Entry No. 191 dated 23-12-1996; AND

WHEREAS the aforesaid Owner Shri. Ravindralal Biharilal Srivastava alongwith Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date; AND

WHEREAS, the aforesaid Owner Shri. Ravindralal Biharilal Srivastava through his Power of Attorney Holder Miss. Purnima Ravindralal Srivastava later on Donated/Gifted the said property comprising ALL THAT Piece and Parcel of Agricultural Land containing by admeasurment 4.13 Hectares, Rental Rs. 4.80 Yearly being a portion of the entire land bearing Survey / Khasra / Gut No. 56 of MOUZA -NANDA, P.S.K. 2, having total area of 4.14 Hectares, Rental Rs. 4.81 Yearly, held in Occupancy Class-1 Rights and

including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 287 on 18-03-2016 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No.1300; AND

Survey No. 57

WHEREAS, the property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 57 of MOUZA - NANDA, P.S.K. 2, having an area of 3.34 Hectares, Rental Rs. 3.84 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, belonged to Shri. Ravindralal Biharilal Srivastava, having purchased the same by him from Smt. Kalibai Ramchandra Parsutkar, by a Sale Deed 29-11-1995, which is duly registered at the Office of the Sub-Registrar, Rajura in Book No. 1 at Serial No. 1288 on even date and the same is accordingly recorded in his name in the Revenue Records vide Ferfar Entry No. 174 dated 03-02-1996; AND

WHEREAS the aforesaid Owner Shri. Ravindralal Biharilal Srivastava alongwith Mrs. Indravati Ravindralal Srivastava jointly later on executed a General Power of Attorney on 06-02-2016 in respect of the properties comprising Survey / Khasra / Gut No. 35/1 having an area of 2.37 Hectares; Survey / Khasra / Gut No. 35/3 having an area of 2.67 Hectares; Survey / Khasra / Gut No. 34 having an area of 2.90 Hectares out of 4.41 Hectares; Survey / Khasra / Gut No. 55 having an area of 0.81 Hectare out of 5.07 Hectares; Survey / Khasra / Gut No. 56 having an area of 4.13 Hectares out of 4.14 Hectares and Survey / Khasra / Gut No. 57 having an area of 3.34 Hectares of MOUZA - NANDA in favour of Miss. Purnima Ravindralal Srivastava and the said General Power of Attorney is duly registered at the Office of the Joint Sub-Registrar, Nagpur-2 in Book No. 4 at Serial No. 549 on even date; AND

WHEREAS, the aforesaid Owner Shri. Ravindralal Biharilal Srivastava through his Power of Attorney Holder Miss. Purnima Ravindralal Srivastava later on Donated/Gifted

the said property comprising ALL THAT Piece and Parcel of Agricultural Land bearing Survey / Khasra / Gut No. 57 of MOUZA - NANDA, P.S.K. 2, having an area of 3.34 Hectares, Rental Rs. 3.84 Yearly, held in Occupancy Class-1 Rights and including all other easementary rights appurtenants and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR, by way of Gift to Miss. Purnima Ravindralal Srivastava, the Vendor/Developer/Promoter named hereinabove, by a Gift Deed dated 09-02-2016, which is duly registerered at the Office of the Sub Registrar, Korpana in Book No.1 at Serial No. 286 on 18-03-2016 and same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 1299; AND

WHEREAS, as a result therefore the Vendor/Developer/Promoter named hereinabove has now become an exclusive, absolute and full Owner of the aforesaid properties bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare, 2.37 Hectares + Potkharab 0.08 Hectare, 0.81 Hectares, 4.14 Hectares and 3.34 Hectares respectively, thus totaling 12.33 Hectares (OR 30.47 Acres) + Potkharab 0.17 Hectare, with heritable and transferable rights therein and the same is also accordingly recorded in Revenue Records; AND

WHEREAS, the Vendor/Developer/Promoter named hereinabove decided to develop the plotable land admeasuring 93,865 Sq. Mtrs. being a portion the aforesaid entire lands into Residential/Commercial Estate to be collectively known and styled as “**YASHODHAN VIHAR**” thus the Vendor/Developer/Promoter named hereinabove has submitted a proposal to Regional Board of Maharashtra Housing Development Authority (MHADA) for construction of Apartments/Tenements for Economical Weaker Section as per the Government of Maharashtra Notification No. Prayo/2017/Pra.Kra.12/GruNiDho-2/Shikana Dated 11-01-2018 under the Affordable Housing Component with Public Private Partnership in accordance with the directives as may be issued/or amended from time to time by the said Authority under the said Scheme; AND

WHEREAS, in pursuance of the letter of Chief Engineer-II/A and SNLO, Pradhan Mantri Aawas Yojana bearing No. CE-II/EE-1/PMAY/A/618/18 Dated 28-08-2018, the said proposal is approved by the Central Sanctioning and Monitoring Committee (CSMC),

Ministry of Housing and Urban Affairs, Government of India in its 43rd meeting held on 25-02-2019; AND

WHEREAS the Vendor/Developer/Promoter Miss. Purnima Ravindralal Srivastava, Proprietor of M/s. P. M. Infraventures, (the Private Partner called therein) and the Chief Officer, Nagpur Housing and Area Development Board MHADA on behalf of Mission Director/PRADHAN MANTRI AWAS YOJNA and CHIEF EXECUTIVE OFFICER/ MAHARASHTRA HOUSING & AREA DEVELOPMENT AUTHORITY, the State Level Nodal Agency for implementing the said scheme under Private Public Partnership have jointly executed a Memorandum of Understanding on 22-08-2019 pursuant to the proposal submitted by the aforesaid Private Partner who agreed to undertake development of the project land upon the several terms and conditions contained therein; AND

WHEREAS the Vendor/Developer/Promoter being desirous of developing the aforesaid entire lands into the Affordable Housing Project and framed a scheme for development / construction and sale under name and styled as “**YASHODHAN VIHAR**” thus prepared a detailed layout plan on the aforesaid land consisting of various plots of lands of different sizes contained therein and building plans of various buildings proposed to be constructed on the distinctive plots of land under the project land; AND

WHEREAS, the application dated 23-07-2019 for building permissions submitted by the Vendor/Developer/Promoter has approved by the Executive Engineer, Building Permit Cell of MHADA under PMAY vide its letter No. EE/BP/PMAY/A/MHADA/278/2019 Dated 04-10-2019 in the form of an Intimation of Approval (IOA) subject to the fulfilment of various conditions contained therein; AND

WHEREAS in pursuance of Intimation of Approval the Vendor/Developer/Promoter has deposited a sum of Rs. 3,16,850/- towards Scrutiny Fees, Security Deposit and Development Charges to the said Authority and upon the request of the Vendor/Developer/Promoter the said authority has given relaxation to pay the Labour Cess in three instalments on the stipulated time period; AND

WHEREAS, the Vendor/Developer/Promoter hereinabove named has now decided to commence the construction of various buildings out of the said project viz “BUILDING TYPE-A” bearing Building Nos. 1 to 22 and Building Nos. 24 to 39; “BUILDING TYPE-B” bearing Building No. 23 and “BUILDING TYPE-C” bearing Building Nos. 40 to 57 collectively to be known and styled as “**YASHODHAN VIHAR**” being a portion of entire land bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, situated at Village - Nanda in Tahsil - Korpana and District - CHANDRAPUR into a Residential Estate by constructing various Multistoried Buildings thereon, each consisting of various self contained separate Apartments therein according to the Plans prepared and to be submitted by it to the Competent Authority empowered in this behalf for its due sanction within the stipulated period; AND

WHEREAS the Purchaser(s) (s) hereinabove named has/have satisfied herself/himself/themselves in respect of the Vendor/Developers’ title to the said to the property as good, valid and marketable as per the documents/papers and tentative Building Plan produced by the Vendor/Developer to the Purchaser(s) ; AND

WHEREAS the Purchaser(s) (s) has/have also seen and approved the sanctioned Plans of the said Township Project and the Multistoried Buildings proposed to be constructed thereon; AND

WHEREAS the Purchaser(s) (s) being desirous of owning an Apartment for her / his / their Residential use proposed to be constructed in the said complex with heritable and transferable rights therein has/have approached the Vendor/Developer and expressed her/his/their desire and willingness to purchase the undivided proportionate share and interest in the Plot of land TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ Floor in Building No. _____ of a Building Type “_____” out of the entire Township Project/Complex proposed to be constructed thereon and to be collectively known and styled as “**YASHODHAN VIHAR**” and after detailed negotiations she/he/their also agreed to pay, provide and contribute the entire cost of construction of the said residential unit and also the cost of the said Plot of land to the Vendor/Developer hereinabove named; AND

WHEREAS, the Vendor / Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the Vendor / Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; authenticated copy is attached in Annexure „F“;

WHEREAS, the Vendor / Developer has appointed following professionals :

Architect : _____

Address : _____

Structural Engineer : _____

Address : _____

Plumbing Engineer : _____

Address : _____

Electrical Engineer : _____

Address : _____

Landscape Architect : _____

Address : _____

WHEREAS, the Vendor/Developer has sole and exclusive right to sell the Apartments in the said complex/project to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser(s) of the various Residential Units and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser(s), the Vendor / Developer has given inspection to the Purchaser(s) of all the documents of title relating to the project land and the

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

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of Property card showing the nature of the title of the Vendor/Developer to the Project Land on which the Apartments are to be constructed have been **annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively**; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the Executive Engineer, Building Permission Cell, PMAY/A, Maharashtra Housing and Area Development Authority, vide its Building Permit No. EE/BP/PMAY/A/MHADA/278/2019 Dated 04-10-2019 have been **annexed hereto and marked as Annexure C**; AND

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser(s) have been **annexed and marked as Schedule D**; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

WHEREAS, the Vendor / Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser(s) (s) has applied to the Vendor / Developer for purchase of the **Apartment No. _____ on the _____ Floor in Building No. _____** of a Building Type “_____” being constructed, which is particularly described in the **Schedule „B”** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

- (i) **Carpet area** : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- (ii) **Balcony** : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority.
- (iii) **Open Terrace**: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority.
- (iv) **Common Areas** : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor / Developer hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the said Residential Unit.

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

1. THAT, the aforesaid Project consists of a Multistoried buildings bearing Nos. 1 to 57 to be collectively known and styled as “YASHODHAN VIHAR” consists of 3

(THREE) Types of Buildings known as BUILDING TYPE-A; BUILDING TYPE-B and BUILDING TYPE-C. "BUILDING TYPE-A" consists of 38 buildings i.e. Building No. 1 to 22 and Building No. 24 to Building No. 39. Each building consists of Ground Floor and One Upper Floors. There are 8 (Eight) Apartments each on the GROUND and FIRST FLOOR. Thus there are 16 (Sixteen) Apartments in each Buildings. Thus there are in all 608 (SIX HUNDRED AND EIGHT) Apartments in Building No. 1 to 22 and Building No. 24 to Building No. 39 of "BUILDING TYPE-A". "BUILDING TYPE-B" consists of 1 building i.e. Building No. 23 consists of Ground Floor and One Upper Floors. There are 8 (EIGHT) Apartments on the GROUND FLOOR and there are 2 (TWO) Apartments on FIRST FLOOR. Thus there are in all 10 (TEN) Apartments in Building No. 23 of "BUILDING TYPE-B". "BUILDING TYPE-C" consists of 18 buildings i.e. Building No. 40 to Building No. 57. Each building consists of Ground Floor and Two Upper Floors. There are 8 (Eight) Apartments each on the GROUND; FIRST and SECOND FLOOR. Thus there are 24 (Twenty Four) Apartments in Each buildings. Thus there are in all 432 (FOUR HUNDRED AND THIRTY TWO) Apartments in Building No. 40 to Building No. 57 of "BUILDING TYPE-C". Thus there are in all 1050 (ONE THOUSAND AND FIFTY) independent and self contained separate Apartments in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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.a i) The Purchaser(s) hereby agrees to purchase from the Vendor / Developer and the Vendor / Developer hereby agrees to sell to the Purchaser(s) the **Apartment No. ____ having carpet area (as per Rera) admeasuring ____ Sq. Meters on ____ Floor in Building No. ____ of a Building Type "____"**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. ____/- (Rupees ____ Only)**. After due discussions, diligence and negotiations between the Vendor / Developer and the Purchaser(s), the Purchaser(s) hereby agrees to purchase from the Vendor / Developer and the Vendor / Developer agrees to sell to the Purchaser(s) the Said Apartment for a lump sum

consideration **Rs.** _____ /- (**Rupees** _____) to be paid by the Purchaser(s) to the Developer/ Promoter towards the said Apartment hereinafter referred to as the “**Consideration amount**”. The Vendor / Developer specifically declares and the Purchaser(s) hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule - “C”**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The total consideration amount/price agreed is Rs. _____/- (Rupees _____ Only), which the Purchaser has specifically agreed to pay to the Developer / Promoter / Confirming Party in the following manner:-

SCHEDULE - “E”

- i) Rs. _____/- (_____) Only (**not exceeding 10% of the total consideration**) paid by the Purchaser(s) to the Vendor / Developer at the time of Booking.
- ii) Rs. _____/- (_____) Only (**not exceeding 30% of the total consideration**) agreed to be paid by the Purchaser(s) to the Vendor / Developer on execution of this Agreement.
- iii) Rs. _____/- (_____) Only (**not exceeding 45% of the total consideration**) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the Plinth of the building / wing in which the said Apartment is located.
- iv) Rs. _____/- (_____) Only (**not exceeding 70% of the total consideration**) agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the slabs and stilts of the building or wing in which the said Apartment is located.

v) Rs. _____/- (_____) Only **(not exceeding 75% of the total consideration)** agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

vi) Rs. _____/- (_____) Only **(not exceeding 80% of the total consideration)** agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vii) Rs. _____/- (_____) Only **(not exceeding 85% of the total consideration)** agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

viii) Rs. _____/- (_____) Only **(not exceeding 95% of the total consideration)** agreed to be paid by the Purchaser(s) to the Vendor / Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

ix) Rs. _____/- (_____) Only agreed to be paid by the Purchaser(s) to the Vendor / Developer against and at the time of handing over of the possession of the Apartment to the Purchaser(s) on or after receipt of occupancy certificate or completion certificate.

Rs. (RUPEES _____ ONLY)

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor / Developer by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser(s) specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & 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 decreed 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 etc. simultaneously with the payment of each instalment.

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

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 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 being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

1.f THAT the Vendor / Developer shall be exclusive in-charge of the construction without any let or hindrance or interference by the 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 Vendor / Developer.

1.g THAT during the period of building construction the Purchaser(s) with Two days advance intimation to the Vendor / Developer, may enter upon the said project land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h THAT, the Vendor / Developer shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser(s) after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser(s) that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser(s) that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser(s) that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser(s) for such variations. 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 beyond the defined limit, then the Vendor / Developer shall refund the excess money paid by the Purchaser(s) within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s) . If there is any increase in the carpet area allotted to Purchaser(s), the Vendor/Developer shall demand additional amount from the Purchaser(s) 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.i The Purchaser(s) do hereby authorizes the Vendor/ Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor / Developer may in its sole discretion deem

fit and the Purchaser(s) undertakes not to object/demand/direct the Vendor/Developer to adjust her/his payments 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 the said Apartment.

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

4.1 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 of the possession. The Purchaser(s) agrees to pay to the Vendor / Developer, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the 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 Without prejudice to the right of the Vendor / Developer to charge interest on delayed payment, if the Purchaser(s) commits three defaults on making payment as per the stages mentioned **Schedule - “E”** then the Developer/ Promoter shall serve a notice of 15 days in

writing to the Purchaser(s) informing its intention to terminate this Agreement and if the Purchaser(s) fails to rectify the breach as mentioned by the Vendor / Developer within a period of 15 days, then the Vendor / Developer shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Vendor / Developer is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser(s) shall apply for refund at their own effort and cost.

If the Purchaser(s) wishes to cancel the agreement due to reasons not attributable to the default of the Vendor / Developer, then the Vendor / Developer shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser(s). In the event of cancellation by Purchaser(s), the Developer is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser(s) shall apply for refund at their own effort and cost.

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 as are set out in **Annexure - 'D'**, annexed hereto.

6. The Vendor / Developer shall give possession of the Apartment to the Purchaser(s) on or before _____ day of _____ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor / Developer any other reasonable cause and the Purchaser(s) agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor /Developer. If the Vendor / Developer fails or neglects to give possession of the Apartment to the Purchaser(s) 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(s) the amounts already received by it in respect of the Apartment

with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor / Developer received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor / Developer shall not deliver the actual physical possession of the said Apartment to the Purchaser(s) until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser(s) in full to the Vendor/ Developer hereto.

Provided further 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.
- (iii) delay in obtaining Government Statutory permissions and compliances therefor including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession - The Vendor / Developer upon obtaining the Completion Certificate 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 Vendor / Developer shall give possession of the said Apartment to the Purchaser(s) . The Vendor /Developer agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Vendor/ Developer or Association of Purchaser(s) s, as the case may be.

7.3 THAT the Purchaser(s) hereby agrees not to occupy the said Apartment without prior written permission of the Vendor/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 and Cesses that may be levied and payable at the time of Registration from Purchaser(s), the Vendor / Developer will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser(s) or the nominee(s) appointed by the Purchaser(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 the Purchaser(s) to the Vendor/Developer.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser(s) jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser(s) in the proposed multistoried 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.

THAT the Vendor/Developer reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser(s) shall not prevent or obstruct the Vendor / Developer in so utilising and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser(s) that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor / Developer and in such case the Purchaser(s) shall not claim any proportionate refund of the cost price of land.

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

7.6 Failure of Purchaser(s) to take Possession of Apartment : Upon receiving a written intimation from the Vendor/ Developer as per clause (8.1) the Purchaser(s) shall take possession of the Apartment from the Vendor / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor / Developer shall give possession of the Apartment to the Purchaser(s). If the Purchaser(s) fails to take the possession of the apartment within such period then the Purchaser(s) shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor / Developer. Further Purchaser(s) shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser(s).

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

9.1 That the Vendor/Developer has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Joint Sub-Registrar, Korpana in Book No. 1 at Sr. No. _____ on _____. 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.

9.2 THAT the Purchaser(s) agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

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

9.5 Within 15 days after notice in writing is given by the 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/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser(s) shall pay to the Vendor/Developer such proportionate share of outgoings as may be determined.

The Purchaser(s) further agrees that till the Purchaser(s) share is so determined the Purchaser(s) shall pay to the Vendor / Developer provisional maintenance amount of Rs.

_____-/- in addition to the consideration amount, towards maintenance of the project; a
Sum of Rs. _____/- towards installation of Electric Meter.

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the 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. REPRESENTATIONS AND WARRANTIES OF THE VENDOR / DEVELOPER:

The Vendor/ Developer hereby represents and warrants to the Purchaser(s) as follows :

- (i) The Vendor/Developer has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Vendor/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) The Vendor/ Developer shall have every right to change and appoint any new consultant as per their discretion & choice.
- (iv) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (v) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- (vi) It is specifically understood and agreed by the Purchaser(s) that the prospectus other advertising material published by the Vendor/developer's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/developer's and Purchaser(s) . The details mentioned in Schedule -"C" and Schedule - "D" hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;
- (vii) The Vendor / Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- (viii) 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 and/or the Vendor/developer in respect of the project land and/or the Project except those disclosed in the title report.
- (ix) The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser(s) of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser(s). The said terrace shall not be enclosed by the Purchaser(s) till the permission in writing is obtained from the concerned local authority and the Vendor / Developer or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser(s) or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/developer as follows :-

- (i) To maintain the Apartment at the Purchaser's(s) own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) The Purchaser(s) hereby specifically agrees 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 other Apartments in the said building and keeping building materials on the available open land.
- (iii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- (iv) To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor / Developer to the Purchaser(s) 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 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 tenable 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 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 area 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 from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor/developer within fifteen days of demand by the Vendor/ Developer, 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 Apartment is situated.

- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- (x) 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 Vendor / Developer under this Agreement are fully paid up and only if the Purchaser(s) had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser(s) has intimated in writing to the Vendor/ Developer/ Promoter/ Confirming Party.
- (xi) The Purchaser(s) shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(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 terms of this Agreement.
- (xii) Till completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser(s) shall permit the Vendor/ Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

(xiii) In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/ Developer shall bear and pay @ Rs. _____/- Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser(s) 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 Vendor/ Developer until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

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

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

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

19. **PROVISIONS 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.

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

24. Vendor / Developer specifically communicates to the Purchaser(s) that the Purchaser(s) shall make the payments for Consideration Amount to the Vendor/developer by Demand Draft or by local cheques drawn in the name of _____ or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name

ii. Bank Name -: _____

iii. Branch -: _____,

iv. Account Number _____

v. IFSC code.-: _____ vi. Account type -

26. 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 addresses specified below :

_____ Name of Purchaser(s)

_____ (Purchaser(s) Address)

Notified Email ID : _____

MISS. PURNIMA D/o RAVINDRALAL SRIVASTAVA

Proprietries of **M/s. P. M. INFRAVENTURES**, having its Office at 25, Shricon House, Rajeev Nagar, Wardha Road, Nagpur-440025

(Notified Email ID : _____)

It shall be the 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 communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer or the Purchaser(s), as the case may be.

27. **JOINT PURCHASER(S):** In case there are Joint Purchaser(s) all communications shall be sent by the Vendor / Developer to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

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

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

30. **GOVERNING LAW :** The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

SCHEDULE - “A” ABOVE REFERRED TO

Description of the Project land

FIRST SCHEDULE REFERRED TO ABOVE

(PROPERTY TO BE DEVELOPED)

ALL THAT Piece and Parcel of Land containing by total admeasurements 93,865 Sq. Mtrs. being a portion of the entire land bearing Survey / Khasra / Gut Nos. 35/1, 35/3, 55/3, 56 and 57 of MOUZA - NANDA, P.S.K. 2, having an area of 1.67 Hectares + Potkharab 0.09 Hectare= 1.76 Hectares, 2.37 Hectares + Potkharab 0.08 Hectare= 2.45 Hectares, 0.81 Hectares, 4.13 Hectares and 3.34 Hectares respectively, thus totaling 12.32 Hectares + Potkharab 0.17 Hectare thus totaling 12.49 Hectares, Rental Rs. 3.10 Yearly, Rs. 3.10 Yearly, Rs. 1.23 Yearly, Rs. 4.81 Yearly and Rs. 3.84 Yearly respectively, all held in Occupancy Class-1 Rights, Khate Nos. 1183,1114 and including all other easementary rights appurtenant and belonging thereto, situated at Village - Nanda, within the limits of the Grampanchayat - Nanda in Tahsil - Korpana and District - CHANDRAPUR and bounded as under:-

ON THE EAST - BY RAILWAY LINE & SURVEY / KHASRA NOS. 36, 37 & 54,
ON THE WEST - BY SURVEY / KHASRA NOS. 59 & 29,
ON THE NORTH - BY SURVEY / KHASRA NO. 34,
ON THE SOUTH - BY BIBI SHIV.

SCHEDULE - “B” ABOVE REFERRED TO

Description of the Apartment

Building Type “_____”:

Building No. _____

Apartment No	Floors	Carpet Area (As per Rera) (In Sq.M.)	Carpet Area (As per Mhada Definition) (In Sq.M.)	Open Balcony Area (In Sq.M.)	Built Up Area (In Sq.M.)	Undivided Land Share In %

The said Apartment is bounded as under :

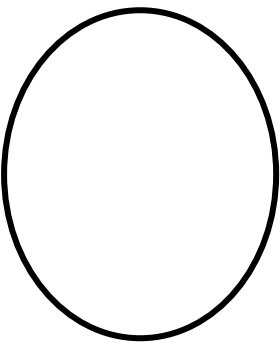
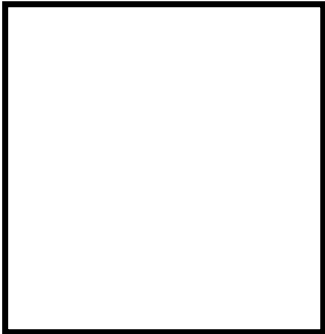
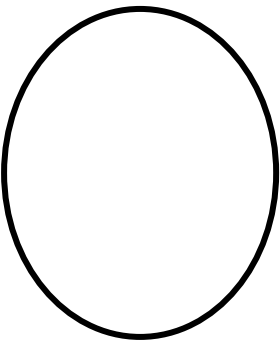
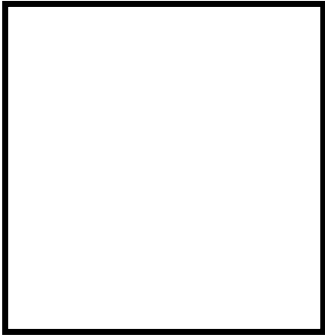
ON THE EAST : BY _____
ON THE WEST : BY _____
ON THE NORTH : BY _____
ON THE SOUTH : BY _____

SCHEDULE - "C" ABOVE REFERRED TO

[Description of common areas and facilities]

- a) Open Parking Facility is provided to the said Building.
- b) Common passage leading to the Stair Ways.
- c) The following facilities located throughout the building.
 - (i) 1 (ONE) Staircase is provided for the said Building.
 - (ii) Plumbing net work, throughout the building.
 - (iii) Electric wiring network throughout the building.
 - (iv) Necessary light and public water connections.
 - (v) 2 (Two) Nos. Overhead Water Tank/s.
 - (vi) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.
 - (vii) General all apparatus and installations existing for common use.
 - (viii) Common Bore well with Electric Motor and Pump
 - (ix) Common Sump with Electric Motor and Pump

IN WITNESS WHEREOF the VENDOR / DEVELOPER / PROMOTER and the PURCHASER(S) hereinabove named have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at KorpAna in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(MISS.PURNIMA RAVINDRALAL SRIVASTAVA) Proprietress of M/s. P. M. Infraventures VENDOR / DEVELOPER
02			 (_____) PURCHASER(S)
WITNESSES : (1) _____ (2) _____			