

FROM :-

To,

HIMALAYA DWELLERS PVT. LTD.,

Plot No.89, Shivaji Nagar,

Nagpur - 440010,

Subject :- Flat/Apartment No. _____ admeasuring Carpet Area _____ Sq. Mt. on the _____ Floor in the scheme known as “**SHRIRAM SAHANIWAS**”, Plot No. 6 of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, Tahsil and District – Nagpur.

Sir,

I intend to purchase from you the above referred Flat/ Apartment. My offer is under :-

Nos.	Particulars	Amount
1	Flat/Apartment No. _____ admeasuring Carpet Area _____ Sq. Mt. on the _____ Floor in the scheme known as “ SHRIRAM SAHANIWAS ”, Plot No. 6 of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, Tahsil and District – Nagpur	
2	Basic Apartment Cost	
3	Parking Cost	
4	Stamp Duty	
5	Registration Fee	
6	VAT	
7	Service Tax	
8	GST	
9	M.S.E.B./N.M.C. Water / Infrastructure Cost	
10	Association Deposit	
	Total	

I Mr. _____ aged
 about _____ Occupation - _____ Contact / Mobile
 No. _____ PAN - _____, Aadhar No.
 _____, R/o. _____

 Pin Code - _____

I am / We are depositing herewith the amount of Rs. _____/-
 (Rupees _____ only) by Cheque bearing
 No. _____, dated ____/____/20____, drawn on
 _____ Bank _____ Branch
 _____, with this application as an application money
 (PI note amount should not be more than 10% of apartment cost) We
 understand that the execution of agreement and passing of receipt of
 the application money does not amount of the Allotment / Agreement
 of the said flat. The entire discretion to reject this application without
 any reasonable cause remains with Ms. _____
 (name of the promoter).

If my offer is accepted by you I shall get the agreement in
 respect of the said apartment executed and registered from you within
 a period 30 days from the date hereof. In such event the deposit
 amount paid as above shall be adjusted towards the total purchase
 price of the said apartment.

However, in the event you reject my offer or I fail to get the
 said Agreement executed and registered within the stipulated period
 then you are entitled to sell/allot the said flat/apartment / shop /
 _____ to any third person without taking any prior consent from
 me. In such event you will be entitled to refund the said amount
 without any interest after deducting there from costs incurred by you,
 by issuing a cheque of the said amount in my name. After the
 stipulated period of 30 days I will not be entitled to make any claim in
 the aforesaid Apartment/ Flat No. _____ my bank

Account No. _____ Bank
 _____ Branch _____ IFCI
 Code _____ I hereby authorised you to deposit my deposit
 refund to my above said account.

The submission of this offer letter does not create my/our
 rights or interests in any way in the said unit stated above. I / we shall
 have no claim against you _____ in case my/ our
 offer stated herein has not been accepted by you , expect to the extent
 of refund of the amount paid to you for the purpose of booking.

You for the purpose of booking

Thanking you

Yours faithfully

CONSENT LETTER

Apartment No. _____ on _____ Floor

In the Scheme known and Styled as “SHRIRAM SAHANIWAS”

Nagpur :

Date :

To

Sir,

With reference to the booking / allotment of the Flat/Apartment No. _____ admeasuring Carpet Area _____ Sq. Mt. on the _____ Floor in the scheme known as “SHRIRAM SAHANIWAS”, Plot No. 6 of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, Tahsil and District – Nagpur made by me/ us with your company, I / we do /does hereby state and declare as follows :

1. That, the Builder – Developer as provided inspection of all title documents in respect of the said property, property register cards, land use certificate and all other related documents relating to the said project as contemplated under the provisions of the Real Estate (Regulation and Development) Act 2016 which is hereby acknowledged and confirmed by me/us. I /we am / are duly satisfied with the contents thereof and no further or other information nor disclosure is required from the builder/developer.

2. I / We are fully aware that in order to avail the potential of FSI/FAR / TDR /Premium /Changes in the building plans etc. for which the said plot of the land is entitled to under the development control rules including discretionary relaxation thereof, the

Builder/Developer is required to submit and re-submit the revised layout and building plan to the competent sanctioning authority. In view of the provisions of the real Estate (Regulation and Development) Act 2016, I /We do/does hereby accord my/our express clear and specific written consent for carrying out variations or modifications to the said layout and building plan.

3. That, by this consent letter you are authorised and empowered to change modify the larger layout shown as well as the proposed layout and building plan disclosed by you wherein you are expressly allowed to make necessary charges keeping in mind the overall interest of the entire project for better planning, quality and urban design and also your right to exploit and use the full potential of the project as and where you deems fit.

4. That I/We do/does hereby further accord out consent for other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project.

5. I/We do/does hereby state and declare that, you are entitled to submit copy of this consent letter to the concerned authorities wherever necessitated.

CONSENTOR/S

WITNESSES :-

1. _____

2. _____

ALLOTMENT LETTER**NAME** :- _____

ADDRESS :- _____

PAN :- _____**REFERENCE**:- Your Application dated ___/___/20___ for allotment of Apartment.**SUBJECT** :- Allotment of **Residential Apartment No._____**,
on the _____ Floor, in the Multistoried Building which is known and styled as “**SHRIRAM SAHANIWAS**” alongwith _____ % Undivided share and interest in Plot No.6, being portion of Khasra No.83/1 & 83/2, of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, Tahsil and District – Nagpur.

Dear Sir/ Madam

1. With reference to your allotment of the above said **Residential Apartment No._____**, **on the _____ Floor**, **admeasuring Carpet Area _____ Sq. Mt. and Balcony area admeasuring _____ Sq. Mt., (Open Balcony area _____ Sq. Mt. and enclosed balcony area _____ Sq. Mt) and Terrace Area _____ Sq. Mt.** in the Multistoried Building which is known and styled as “**SHRIRAM SAHANIWAS**” alongwith _____ % Undivided share and interest in the ALL THAT piece and parcel of Malik Makbuza Rights Plot No.6, admeasuring about 1830.059 Sq. Mt. being portion of Khasra No.83/1 & 83/2, of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, Tahsil and District – Nagpur and upon you handing over to us a Chque bearing No._____, dated ___/___/20___ drawn on _____ Bank, _____ Branch towards the initial deposit, we acknowledge the receipt of the same.

2. It is agreed and understood that the allotment of the above said Flat / Apartment is only provisional.

3. You have also agreed and confirmed that, you shall execute a written Agreement of Sale in respect of the said Flat/ Apartment subject to making payments of 10% (ten percent) of total value of the said flat/ apartment alongwith applicable VAT, Service Tax, Stamp Duty, Registration Charges, Local Body Tax, Goods and Services Tax, or any other Government Levy as may be levied from time to time.

4. You are aware that, we are entitled to develop and construct Residential Apartment Scheme as per the sanctioned building plan of Nagpur Improvement Trust, Nagpur.

5. We also explained to you that, the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the development of the said property is subject to amendment and changes at our sole direction and subject to final approval from concerning competent authorities with due respect to Real Estate (Regulation and Development) Act, 2016.

6. The total Consideration for the above said Flat/ Apartment is ₹. _____/- you hereby confirms the following schedule of Payment and shall make the payment accordingly in time. Time being essence of payment, in case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ SBI MCLR plus 2 % per annum on the due amount till the date of actual payment from due date of payment togetherwith interest thereon.

i) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on or before execution of the Agreement.(not exceeding 10% of the total consideration)

- ii) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer after execution of the Agreement. (not exceeding 30% of the total consideration)
- iii) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on completion of plinth of the building. (not exceeding 45% of the total consideration)
- iv) ₹ _____=00 (Rupees _____only) shall be paid proportionately to the Promoter/Developer on completion each floor slab i.e. 1 to 4th 1 floor of the building. (not exceeding 70 % of the total consideration)
- iv) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on completion of Wall, internal plaster, Flooring doors and windows of the said Apartment. (not exceeding 75 % of the total consideration)
- vi) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on completion of sanitary fittings, Staircases, Lift Wlls, lobbies upto the floor level of the said Apartment. (not exceeding 80 % of the total consideration)
- vii) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on completion of external plumbing and external plaster elevation, of the building. (not exceeding 85 % of the total consideration)
- viii) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer on completion of the Lift water pumps, electrical fittings of the building. (not exceeding 95 % of the total consideration)
- ix) ₹ _____=00 (Rupees _____only) shall be paid to the Promoter/Developer as a remaining balance amount total agreed sale consideration at the time of possession of the Apartment to the purchaser.

NOTE :-

A) The total above said amount excludes Cost mentioned in Clause No.9 & 10 below and taxes (consisting of Tax paid or payable by the Promoter/ Developer by way of Goods and Services Tax, Value Added Tax, Service Tax, Cess and any other Tax which may be levied in connection with construction of and carrying out the project payable by the Promoter/ Developer) up to the date of handing over the possession of the above said Flat/ Apartment.

B) Without prejudice to the right of promoter to charge interest in terms of sub-clause 6 above on the Purchaser/ Allottee committing default in payment on due date of any amount due and payable by the Purchaser/ Allottee to the Promoter/Developer under this agreement (including his/her/ their proportionate share of Taxes levied by the concerned local authority and other outgoings) and on he purchaser /allottee committing three defaults of payment of installments, the Promoter/Developer shall at it's own option may terminate this agreement.

7. You have inspected the approved plans and the Title documents of the Land however we are entitled to modify the plans as required by Nagpur Municipal Corporation or Nagpur Improvement Trust, Nagpur subject to fulfillment of Real Estate (Regulation and Development) Act 2016.

8. You also confirm that until the time of the Agreement is executed, you shall not have any right title interest in respect of the said flat/apartment and amount paid shall remain with us as non-interest bearing deposit.

9. You hereby also agree and confirm that, the amount of ₹ _____/- is payable over and above the cost of the flat/apartment towards maintenance charges for _____ months which shall be paid by you at the time of possession, the maintenance shall be applicable from the date of Occupancy Certificate or Possession.

10. you have agreed confirmed that the amount of ₹. _____/- is payable by you over and above the cost of said Flat/ Apartment towards Water, Electricity and Legal Fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non-refundable.

11. That, the transaction covered by this Agreement is understood to be a sole liable under the Goods and Services Tax, Value Added Tax, Service Tax, Cess. and any other Tax as per the

existing regulation. That, the said taxes or any other Taxes that is liable to paid or any become liable to be paid in future under any statute Central to Sate shall be payable by the Purchaser only.

12. That, the extra work will be allowed only with the prior approval of management at extra cost as may be fixed from management from time to time kindly note that, alteration of the windows, grills external elevation and facade is strictly not allowed.

13. That, you are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.

14. That, the carpet area shall include the door jams an RCC columns offset however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall no object to such difference or be entitled to any remuneration for such difference in carpet area of the above said Flat/ Apartment.

Thanking You

(ATUL S. CHARDE)
DIRECTOR OF
HIMALAYA DEWELLERS PVT. LTD.

I/We agree and Confirm the same

()
PURCHASER/S

AGREEMENT OF SALE

VALUED AT ₹. _____/-

(RUPEES _____ ONLY)

AS PER MARKET VALUE RS. _____/-

Division No.14.249/16, City Survey No.319, Sheet No.16, Mouza – Borgaon,

Page No. _____, ₹. _____/- Per Sq. Mt.

THIS AGREEMENT OF SALE is made and executed on this ____ day of _____, 2017, at Nagpur, BETWEEN –

(1) SHRI. DHANANJAY S/O. DAULATRAO PUND, Aged about 53 years, Occupation – Business & Agriculturist, PAN – BCP9652M, (2) SHRI. SHANTANU S/O. DHANANJAY PUND, Aged about 20 years, R/o. Near Hanuman Mandir, Katol Road, Borgaon, Nagpur - 440013, Acting through their power of Attorney Holder - HIMALAYA DWELLERS PVT. LTD., acting through its DIRECTOR - SHRI ATUL S/O. SHIVAJIRAO CHARDE, aged about 54 years, occupation – Business, having its registered office at Plot No.89, Shivaji Nagar, Nagpur - 440 010, PAN - AACCH4514R, hereinafter called as the “VENDOR/ PARTY NO. 1”, (which expression shall unless repugnant to the context or meaning thereof always mean and include the said ‘Vendor/Party No.1’, as well as, their respective legal heirs, legal representatives, executors, administrators, successors and assigns) of the ONE PART

A N D

(1) SHRI. /SMT. _____, aged about ____ years, occupation – _____, PAN – _____, Aadhar No. _____ 2) SHRI. /SMT. _____, aged about ____ years, occupation – _____, PAN – _____, Aadhar No. _____, Both R/o. _____, hereinafter called and referred to as the “PURCHASERS/ PARTY NO.2” (which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the said ‘Purchasers/Party No.2’ his/ her/ their legal heirs, successors, representatives, agents, executors, administrator and assignees etc.) of the SECOND PART,

A N D

HIMALAYA DWELLERS PVT. LTD., having its office at Plot No.89, Shivaji Nagar, Nagpur - 440010, PAN-AACCH4514R, acting through its **DIRECTOR – SHRI. ATUL S/O. SHIVAJIRAO CHARDE**, aged about 54 years, occupation – Business, hereinafter called as the “**DEVELOPER/PARTY NO.3**” (which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the said ‘Vendor/Developer/Party No.1’ (which expression shall unless repugnant to the context, always mean and include the Developer/ Promoter /Party No.3’, it’s successors, executors, representatives, assigns etc) of the **THIRD PART**

AND WHEREAS, the Vendors/ Party No.1 are the absolute owner and possessor of **ALL THAT** piece and parcel of Plot No.6, admeasuring about 1830.059 Sq. Mt. (19698.755 Sq. Ft.), being portion of Khasra No.83/1 & 83/2, of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at, Borgaon, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur, Tahsil and District – Nagpur.

AND WHEREAS, the Vendors/ Party No.1 have acquired the ownership and possession of the above said Plot / Property by virtue of Gift Deed vide Document No.6080/2015, dated 05-12-2015, registered in the office of Sub-Registrar No.4, at Nagpur from Smt. Indutai W/o. Daulatrao Pund, i.e. mother of Vendor No.1 and Grand Mother of Vendor No.2, now the Vendors/ Party No.1 are the joint owners and possessor of the above said plot/ property. In this way the Vendors/Party No.1 have acquired the right of legal ownership of the above said plot/ property.

AND WHEREAS, originally the above said Khasra Nos.83/1 & 83/2, total admeasuring area about 2.25 Hectare, Patwari Halka No.8-A, of Mouza – Borgaon, Tahsil and District – Nagpur

was belong to Shri. Ramrao S/o. Anandrao Shigne, R/o. Nagpur. That, Shri. Ramrao S/o. Anandrao Shigne, expired leaving behind him his widow namely Smt. Yamunabai Wd/o. Ramrao Shigne and 1 (one) married daughter namely Smt. Indutai W/o. Daulatrao Pund. That after the death of Late Shri. Ramrao S/o. Anandrao Shigne the above said legal heirs have jointly acquired the ownership and possession of the above said land/property by virtue of Hindu Succession as only legal heirs.

AND WHEREAS, the above said Smt. Yamunabai Wd/o. Ramrao Shigne died on 18-09-2008 leaving behind him her married daughter namely Smt. Indutai W/o. Daulatrao Pund as a only legal heir and thereafter she has acquired the ownership and possession of the above said land/property.

AND WHEREAS, the aforesaid entire Land comprising of Khara Nos.83/1 & 83/2, total admeasuring area about 2.25 Hectare, Patwari Halka No.8-A, of Mouza – Borgaon, Tahsil and District – Nagpur , is converted for Non-Agricultural Use vide Order dated 08-08-2013 passed by the Collector, Nagpur in Revenue Case No.100-NAP-34/2012-2013.

AND WHEREAS, after the conversion of the above said land, the Layout Map was sanctioned by the Town Planning Department Nagpur Vide letter No. ADTP/PL/6851, dated 11-12-2013. That, thereafter Smt. Indutai W/o. Daulatrao Pund had entered into Agreement of Development on 11-12-2013 with Nagpur Improvement Trust, Nagpur for this layout which was previously sanctioned on the 13-11-2013 but due to nature of development of land is changed by the Applicant/ Land Owner from private to Nagpur Improvement Trust, Nagpur and therefore said Development Agreement has been revised by executing New Agreement dated 17-10-2014 by keeping provisions of sanctioned layout 11-12-2013 as it is and accordingly earlier agreement dated 11-12-2013 has been treated as cancelled, since the date of execution of the revised

Agreement dated 17-10-2014, in respect of above said Khasra Nos.83/1 & 83/2, of Mouza – Borgaon and accordingly the Nagpur Improvement Trust, Nagpur has released the Plot Nos.1, 2, 3 and 6 of different sizes vide it's Release Letter No.E.E. (West)/1401, dated 25-06-2015.

AND WHEREAS, the Vendors/ Party No.1 have entered into Agreement of Development to develop the multistoried residential apartment/s scheme on the said plot / land with the Developer / Party No.3 Vide Document No.5222/2016, dated 01-10-2016, registered in the office Sub-Registrar No.4 at Nagpur and also executed Power of Attorney Vide Document No.5223/2016, dated 01-10-2016, registered in the office Sub-Registrar No.4 at Nagpur and authorized and empowered the Developer/ Promoter to develop the said property in all respect.

AND WHEREAS, the Developer / Party No.3 has developed the multistoried residential apartment/s scheme on the said plot / land and the said building is known and style as “**SHRIRAM SAHANIWAS**” constructed over the said piece of land. The said multistoried apartment scheme is having Ground Stilt Parking Area and Residential Apartments on the First, Second Third and Fourth Floor.

AND WHEREAS, the ‘Vendor/Developer/Party No.1’ has developed the said property into multistoried building consist of residential apartments scheme by utilizing and consuming available permissible F.S.I. as per the sanctioned building plan of Nagpur Improvement Trust, Nagpur, vide Building Permit No.B.E. (West)/ Case No. AB3427/ Tracking No. 2016080656/9249/401, dated 10-11-2016.

AND WHEREAS, the Developer/ Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ No._____; and under

section 13 of the said Act the Developer/ Promoter and Vendor is required to execute a written Agreement for sale of said Flat/Apartment with the Purchasers, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and Section 2 of The Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Developer /Promoter/Party No.3 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. That the Developer /Promoter/Party No.3 has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer /Promoter/Party No.3 accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the carpet area of the said Apartment is square meters and Carpet Area means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/Party No.2 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use the Purchaser/Party No.2, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Purchasers/ Party No.2 desire of owning residential Apartment along with proportionate undivided share and interest in the total plot / land in the said multistoried building named and styled as “SHRIRAM SAHANIWAS”, proposed to be constructed on the said piece of land and the Purchasers/ Party No.2 have expressed his/her/their offer & desire and applied Application No. _____ dated ____-____-201__ to purchase a flat/ Apartment bearing No. _____, having carpet area admeasuring _____ Sq. Mt., covered balcony area _____Sq. Mt., open balcony area _____ Sq. Mt. and exclusively Terrace Area

admeasuring _____ Sq. Mt. on the _____ Floor, named and styled as “SHRIRAM SAHANIWAS”, (more particularly described in the Schedule- B) approached the Developer/ Party No.3 and the Developer/ Party No.3 has agreed to allot an residential apartment, more particularly described in the Schedule ‘B’, appended with this Agreement of Sale and hereinafter called as the residential apartment for total consideration of ₹._____/ - (Rupees _____ only) and the Purchasers/ Party No.2 is/are agreed to purchase the said residential apartment along with proportionate undivided share and interest in the total piece and parcel of land / plot on the terms and conditions appearing and contained therein.

**NOW, THEREFORE, THIS AGREEMENT OF SALE
WITNESSETH BETWEEN THE PARTIES AS UNDER :**

1. THAT, the Purchasers / Party No.2 have personally inspected the title documents and approved the Building Plan, sanctioned by the Nagpur Improvement Trust, Nagpur, as per above said Building Permit and the Purchasers/ Party No.2 has also satisfied himself/ herself/themselves in respect of the title of the Vendor/Party No.1, of the said property as being the valid and marketable title and, therefore, the Purchasers/Party No.2 has accepted the same.

2. THAT, the Vendor/ Party No.1 and Developer/ Party No.3 shall sell and the Purchasers/Party No.2 shall purchase the residential Apartment No._____, admeasuring carpet area _____ Sq. Mt. on the _____ Floor, along with the proportionate undivided share and interest in the total plot /land situated in the building, known and styled as “SHRIRAM SAHANIWAS”, for the total consideration of ₹._____/ - (Rupees _____ only) and the details of payment are given as under.

MANNER OF PAYMENT

- i) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on or before execution of the Agreement.(not exceeding 10% of the total consideration)
- ii) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer after execution of the Agreement. (not exceeding 30% of the total consideration)
- iii) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on completion of plinth of the building. (not exceeding 45% of the total consideration)
- iv) ₹ _____=00 (Rupees _____ only) shall be paid proportionately to the Promoter/Developer on completion each floor slab i.e. 1 to 4th 1 floor of the building. (not exceeding 70 % of the total consideration)
- iv) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on completion of Wall, internal plaster, Flooring doors and windows of the said Apartment. (not exceeding 75 % of the total consideration)
- vi) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on completion of sanitary fittings, Staircases, Lift Wlls, lobbies upto the floor level of the said Apartment. (not exceeding 80 % of the total consideration)
- vii) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on completion of external plumbing and external plaster elevation, of the building. (not exceeding 85 % of the total consideration)
- viii) ₹ _____=00 (Rupees _____ only) shall be paid to the Promoter/Developer on completion of the Lift water pumps, electrical fittings of the building. (not exceeding 95 % of the total consideration)

ix) ₹_____ =00 (Rupees _____ only) shall be paid to the Promoter/Developer as a remaining balance amount total agreed sale consideration at the time of possession of the Apartment to the purchaser.

₹. _____ =00 (RUPEES _____ ONLY)

That, the Purchaser/s / Party No.2 has paid the amount of earnest money of ₹. _____ /- (Rupees _____ only) to the Developer/Promoter/ Party No.3 in the above said manner and they have acknowledged the same and remaining balance amount of sale consideration ₹. _____ /- (Rupees _____ only) shall be paid by the Purchasers / Party No.2 to the Developer/ Promoter/ Party No.3 in the above said manner of payment.

2. THAT, the Purchaser/s/ Party No.2 does hereby state and declares that it shall be the sole liability and responsibility of the Purchasers/ Party No.2 to pay the amount of Tax Deducted at Source (TDS) @ 1% (one percent) and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of Agreement of Sale or Sale Deed as per the law time being in force. That the above said amount of TDS shall be deducted by the Purchaser from the sale consideration payable to the Developer / Promoter/Party No.3 and to credit the same in the appropriate account of Income Tax Department and receipt of the same shall produce at the time of registration of Sale Deed.

3. THAT, the Developer/ Promoter undertakes and agrees that while raising a demand on the Purchaser/ Party No.2 for increase in development charges, cost or levies imposed by competent authorities etc. the Developer / Promoter/ Party No.3 accordingly enclose the said notification /order/rules / regulation published / issued to the Purchaser/ Party No.2 which shall only be applicable on subsequent payments.

4. THAT, the Developer / Promoter / Party No.3 shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser/ Party No.2 or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other engineer, architect, building contractor of advisory agency and such contract if made by the Purchaser/s /Party No.2, shall be void and shall not be binding upon the Developer / Promoter / Party No.3.

5. THAT, time for payment of each of the installment as stipulated in the manner of payment hereto and "TIME IS THE ESSENCE OF THE CONTRACT" as mentioned above. However, without prejudice to their rights, the Developer/ Party No.3 grant a grace period of one month, from the due date and in such event, the Purchaser/s/ Party No.2 shall be liable to pay interest as per prevailing highest Marginal Cost of Lending Rate of State Bank of India Plus 2 % per annum with quarterly rests, on the unpaid balance amount, from the date of default, till the date of actual payment thereof, to the Developer/ Promoter/Party No.3. It is further understood by the Purchaser/s/ Party No.2 that he/ she/ they will not be entitled to claim any grace period.

6. THAT, the Developer/ Promoter/ Party No.3 will hand over and deliver the vacant physical possession of the said residential apartment after obtaining completion certificate from the concerning competent authority and after acknowledgement of total sale consideration, mentioned in the manner of payment i.e. on or before ____ - ____-20__ or on the date of execution and registration of the sale deed. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipal Corporation or any statutory authority,

the same shall be carried out by the Purchasers/ Party No.2 in Cooperation with the Purchasers of the other Apartment/ Flats in the said building at their own costs and the Developer/Promoter/ Party No.3 shall not be in any manner liable or responsible for the same. That, the sale deed will be subsequently executed and registered by Vendor/Party No.1 and Developer/Promoter/ Party No.3 in favour of Purchaser/s / Party No.2.

7. THAT, the Vendor/Party No.1 and Developer/Promoter/ Party No.3 will pay municipal corporation taxes, land revenue cesses, non-agricultural assessment taxes, cesses if any and other dues whatsoever accruing on the Land and the said Residential Apartment up to the date of handing over possession of the residential apartment or upto the date of execution and registration of sale deed which ever is earlier and thereafter the Purchasers / Party No.2 shall pay the proportionate share of the municipal corporation taxes, land revenue cesses, non-agricultural assessment taxes, cesses if any and other dues whatsoever accruing on the Land and the said Residential Apartment to the concerning authority.

8. THAT, on the Purchasers/ Party No.2 committing default in payment on due dates of any of the installment payable under this agreement or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and any other outgoings, deposits etc) or on the Purchasers/ Party No.2 committing breach of any of the terms and conditions of this agreement, the Developer/Promoter/ Party No.3 shall in its sole discretion be entitled to terminate this Agreement. Provided always, the power of termination under this Agreement shall not be exercised by the Developer/Promoter/ Party No.3, unless the Promoter has given to the Purchaser 15 (fifteen) days prior notice in writing, by Registered Post AD at the address and mail at the e-mail address provided by the Purchasers/ Party No.2 of its intention to

terminate the Agreement and pointing out the breach of breaches of the terms and conditions on account of which it is intended to terminate this Agreement and the Purchasers / Party No.2 has/have fails and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice. Provided further that upon termination of this agreement, the Developer/Promoter/ Party No.3 shall refund to the Purchasers/ Party No.2 the installments or price which the Purchasers/ Party No.2 might have till then paid to the Developer/Promoter/ Party No.3, but without any interest and after deducting a lump sum amount of 10% on total cost towards administration and other expenses etc. The aforesaid amount shall be paid by the Developer/Promoter/ Party No.3 to the purchasers/ party No.2 after resale of the said Apartment/ Flat in the manner of receipt of consideration from new Apartment /Flat purchasers/party No.2 and on such condition the Developer/Promoter/ Party No.3 shall be entitled to resell the said Apartment / Flat and / or dispose off or otherwise alienate the same in any other manner as the Developer/Promoter/ Party No.3 in its sole discretion thinks fit.

9. THAT, the Vendor / Party No1 and Developer/Promoter/ Party No.3 shall not be responsible for delay in sanction/ disbursement of "Housing Loan" to the Purchaser/s/ Party No.2 for any reason whatsoever. In such case, the Purchaser/s/ Party No.2 shall not be entitled to any concession in the penalty, payable by him / her / them on delayed payments.

10. THAT, the Developer/Promoter/ Party No.3 shall exclusively in charge of the construction in all respect of the said apartment scheme without any let or hindrance or interference by the Purchaser/s / Party No.2 or any other contractor or person, claiming through him / her / them. Further it is also agreed that under no circumstances, the Purchaser/s / Party No.2 shall enter into any building contract in respect of the above said residential apartment or with any other engineer, architect, building contractor or any advisory

or supervisory authority and such contract, if entered into by the Purchaser/s / Party No.2, shall be void and shall not be binding on the Developer/Promoter/Party No.3 in any respect whatsoever.

11. THAT, the Purchaser/s / Party No.2 hereby specifically agreed with the Vendor / Party No1 and Developer/Promoter/Party No.3 that, even after taking the actual possession of the above said residential apartment, the Purchaser/s/ Party No.2 shall not object or prevent or obstruct the Developer/Promoter/Party No.3 in any way in carrying out construction and completing the work of other apartments, in the said Building and also for storing and keeping the building materials on the available open land, without causing inconvenience.

12. THAT, the Developer/Promoter/Party No.3 hereby declares that, the Floor Space Index available as on date in respect of the project land is Square meters only and Promoter has planned to utilize Floor Space Index _____ of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchasers/ Party No.2 has agreed to purchase the said Flat/Apartment based on the proposed construction and sale of Flat/Apartments to be carried out by the Developer/Promoter/Party No.3 by utilizing the proposed FSI and on the understanding that the declared Proposed FSI shall belong to Developer/Promoter/Party No.3 only, without being required to pay any compensation either to the Association of Apartments Owners jointly or severally, under any nomenclature, whatsoever.

13. THAT, the available open space and the common areas on ground floor as may be provided in the said apartments scheme, shall be remained common use for all the apartment owners in the apartment scheme and shall be for common use of all the apartments owners in the said apartment scheme and shall always remain undivided and no portion or division of any part thereof, be effected or carried out by the Purchaser/s/Party No.2, severally, or jointly with all other apartment owners. That, the right of distribution of open land, open terrace and spaces to individual purchasers, is reserved by the Developer/ Promoter/Party No.3. These spaces and terraces so distributed shall be deemed to be restricted areas. For the sake of clarity, it is hereby made clear that any terrace adjoining to any apartment in the said apartment scheme, shall be exclusively use and occupation of that residential apartment occupier.

14. THAT, the Purchaser/s / Party No.2 shall not alter or effect any change in his/her/their apartment so as to changes the elevation of the building. That, the Purchaser/s / Party No.2 undertake/s and admit/s that he shall not use his residential apartment other than the given purpose. That, the Purchaser/s / Party No.2 further undertake/s that he/she/they shall not use the said apartment/s for any illegal activities or any noise making activities. That, the Purchaser/s / Party No.2 further undertake/s to keep the premises clean and shall not make any nuisance, which is troublesome to other apartment owners.

15. THAT, it is specifically agreed by the Purchaser/s/ Party No.2 that, the Purchaser/s/Party No.2 shall pay the electric meter connection charges M.S.P.D.Co. Ltd. i.e. M.S.E.B., Nagpur Municipal Corporation water connection charges and other miscellaneous charges for getting the electric meter installed and for water connection, for the apartment and shall be borne and paid by the Purchaser/s/Party No.2, separately. It is also specifically agreed by the Purchaser/s/Party No.2, if the M.S.P.D.Co. Ltd. i.e. M.S.E.B., insisted

for separate transformer for the multi-storied building, in that event the Purchaser/s / Party No.2 shall pay the cost of the transformer and other miscellaneous expenses, proportionately to the Developer/ Party No.3. If any delay occurred for installation of electric meter for each apartment from the M.S.P.D.Co. Ltd. i.e. M.S.E.B., in that case, the Purchaser/s shall not object or shall not claim any compensation from the Vendor/ Party No.1 and Developer/ Promoter/Party No.3. That, the Developer/ Promoter/Party No.3, will give _____ common water connection for all apartment owners in the building.

16. THAT, for the purpose of giving clear title over the said property consisting of undivided share and interest in the Plot / Land / F.S.I. and the said apartment, chosen by the Purchaser and to the other purchasers/ buyers in the said Scheme “**SHRIRAM SAHANIWAS**”, the Vendor / Developer has executed the Deed of Declaration, vide Document No._____/2017, dated __-__-2017, registered in the office of Sub-Registrar No.____, at Nagpur in respect of the said Scheme and thus, the said Scheme is submitted under the provisions of the ‘Maharashtra Apartment Ownership Act, 1970’. That, the terms and conditions mentioned in the said deed of declaration is always binding on the Purchasers/ Apartment owners at any point of time and they undertake/s to abide the same.

17. That, the name of the project and building shall be “**SHRIRAM SAHANIWAS**” and this name shall not be changed without the written consent of the Developer /Promoter. The name of the Association shall also be decided by the Developer /Promoter at it’s discretion.

18. THAT, the consideration of the Apartment/ Property agreed between the Purchaser/s / Party No.2, Vendor/Party No1, and the Developer/ Party No.3, is exclusive of payment of the Goods and Service Tax (GST), Sale Tax, Value Added Tax, Service Tax, any other necessary Tax, levied by the Government or Semi –

Government, at present and in future and Purchaser/s/Party No.2 has agreed to pay the same prior to the date of registration of sale deed to the Developer/ Promoter /Party No.3.

19. THAT, it is understood and agreed by the Purchaser/s/ Party No.2 that due to heterogeneous nature of construction and the construction of joints between the masonry and concrete and any such other joints, leakage or seepage through them if expose to rain water or any wet condition after one year from the date of possession and this will not be treated as defect in construction and no compensation shall be given to the Purchaser/s for such happenings. Further, it is agreed by the Purchaser/s that on account of construction there will be made an allowance of 3% variation on either side in dimension shown in the sanctioned plan or mentioned in the Agreement of Sale or in this Sale Deed and no compensation shall be given to the Purchaser/s/ Party No.2 for such variation.

20. THAT, the Developer/ Promoter/Party No.3 and Vendor/ Party No1 shall not be liable to pay any compensation to make good any defect in the proprietary items used in construction of the above said apartment and proper claim regarding this, shall directly be made by the Purchaser/s / Party No.2 to the manufacture of such item by keeping the Vendor/ Party No1 and Developer/ Promoter/Party No.3, indemnified.

21. THAT, it is understood by and between the parties hereto that the Terrace and open space, parking place allotted to an apartment owner/s in the said building if any, shall belong exclusively to the respective Purchaser/s of those apartment/s owner/s. Similarly, other than allotted open space on the Ground Floor, Parking Place/ Areas will be common use of all apartments owners. That the Purchaser/s/Party No.2 have inspected and confirmed all title documents building plan and approved the same.

22. THAT, The purchaser/s/ party No.2 hereby gives/give his/her/their irrevocable consent to the Developer /Promoter/Party

No.3 herein to carry out such alteration, modifications in the sanctioned plan/s of the said building/s as the Developer /Promoter/Party No.3 in its sole discretion thinks fit and proper and /or such modifications and alterations which are necessary in the authority, planning authority, competent authority or Government or any officer of any local authority.

23. THAT, the Developer /Promoter/Party No.3 shall have to obtain prior consent in writing of the purchasers/party No.2 if such alterations and modifications adversely affect the construction of the said apartment/flat hereby agreed to be sold. The Purchasers/Party No.2 herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

24. THAT, the Developer /Promoter/Party No.3 shall confirm the final carpet area that has been allotted to the Purchasers/ Party No.2 after the construction of the Building is complete and the occupancy certificate is granted by the Nagpur Improvement Trust, Nagpur or concerning competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent mentioned as above. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer /Promoter/Party No.3. If there is any reduction in the carpet area within the defined limit then Developer /Promoter/Party No.3 shall refund the excess money paid by Purchasers/ Party No.2 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/ Party No.2. If there is any increase in the carpet area allotted to Purchasers/ Party No.2, the Developer /Promoter/Party No.3 shall demand additional amount from the Purchasers/ Party No.2 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 this Agreement by and between the parties.

25. THAT, the Developer /Promoter/Party No.3 herein shall give the possession of the said apartment / Flat to the Purchasers/Party No.2 on the above mention date and on payment of all dues payable by the Purchaser/ Party No.2 to the Developer /Promoter/Party No.3 if any in pursuance of these presents and on the Purchasers/ Party No.2 fulfilling his/her/their part of the agreement. If the Developer /Promoter/Party No.3 fails or neglects to give possession of the apartment / Flat to the Purchasers/Party No.2 except on account of reasons beyond it's control and /or its agents as per the provisions of provisions of law time being in force, then the Developer /Promoter/Party No.3 shall be liable to refund to the Purchaser/ Party No.2 on his/her/their demand the amounts already received by him in respect of the apartment/ Flat with simple interest at nine percent per annum from the date the Developer /Promoter/Party No.3 received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refundable by the Developer /Promoter/Party No.3 to the Purchaser, it shall be subject to prior encumbrances, if any, be a charge of the Purchasers/Party No.2 on the said Apartment/ Flat. Provided that the Developer /Promoter/Party No.3 shall be entitled to reasonable extension of time for giving possession of the said Apartment/ Flat on the aforesaid date. If the construction and completion of building in which the said apartment/ flat is to be situated is delayed on account of (i) Non-availability of steel, cement, other building materials water or electric supply. (ii) War, civil commotion or act of God. (iii) Any notice, order, rule, notification of the Government and / or other public or competent authority, Collector or any disputes or matters relating to the property pending final determination by the courts or any other authorities. (iv)

Changes in any Rules, regulations, and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project. (v) Delay in grant of any NOC/ permission /installation of any services such as lifts, electricity and water connections and meters to the scheme / Apartment/ Flat Road NOC or completion certificate from appropriate authority. (vi) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of Promoter to terminate this Agreement). (vii) Pendency of any litigation. (viii) Any act beyond the control of the Promoter.

26. THAT, the property hereby agreed to be sold, shall be correctly described in the schedule hereto and shall be sold, subject to the outgoing agreements, restrictive covenants and right of other co-owners and the Vendor / Party No1 and in respect of the remaining undivided share in land and the built-up area / premises in the building and if any misstatement, error or omission, shall always be subject to correction, by the parties hereto.

27. THAT, the Parties to the this Agreement of sale are hereby agreed that all the provisions of Real Estate Regulation Act, and other Laws applied by the central or state government are binding to the Developer /Promoter/Party No.3 and Purchaser/ Party No.2. and all the disputes between the Developer /Promoter/Party No.3 and Purchaser/ Party No.2 shall be solved as per the provisions, rules and regulation of the Real Estate Regulation Act.

28. THAT, all expenses for the preparation, drafting, printing stamp duty, registration fees, legal expenses and miscellaneous expenses etc. of this Agreement of Sale, Sale Deed and any other Document shall be borne and paid exclusively and solely by the Purchaser/s / Party No.2.

SCHEDULE - A**(DESCRIPTION OF PLOT)**

ALL THAT piece and parcel of Plot No.6, admeasuring about 1830.059 Sq. Mt. (19698.755 Sq. Ft.), being portion of Khasra No.83/1 & 83/2, of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur, Tahsil and District – Nagpur and the said property is bounded as under : -

On the East	:	Plot No.7;
On the West	:	Plot Nos.1 & 2;
On the North	:	9.00 Mt wide Road; and
On the South	:	Nallah.

SCHEDULE - B**(DESCRIPTION OF APARTMENT)**

_____ % Undivided share and interest in the ALL THAT piece and parcel of Malik Makbuza Rights Plot No.6, admeasuring about 1830.059 Sq. Mt. (19698.755 Sq. Ft.), together with the entire R.C.C. construction comprising of **Residential Apartment No._____**, having carpet area admeasuring _____ Sq. Mt., covered balcony area _____Sq. Mt., Open Balcony area _____ Sq. Mt. and exclusively Terrace Area admeasuring _____ Sq. Mt. on the _____ Floor, in the Multistoried Building which is known and styled as “SHRIRAM SAHANIWAS” being portion of Khasra No.83/1 & 83/2, of Mouza – Borgaon, having City Survey No.319, Sheet No.16, situated at Borgaon, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust Nagpur, Tahsil and District Nagpur.

IN WITNESSES WHEREOF, the Vendor/Party No.1, Purchasers/Party No.2 and the Developer/ Party No3, have signed this Agreement of Sale in presence of the attesting witnesses on the day, month and year mentioned hereinabove.

(ATUL S. CHARDE)
POWER OF ATTORNEY HOLDER OF
VENDOR /PARTY NO1

()

()
PURCHASERS/PARTY NO.2

(ATUL S. CHARDE)
DIRECTOR OF
HIMALAYA DEWELLERS PVT. LTD.
DEVELOPER/ PROMOTER /PARTY NO.3

WITNESSES :

1. _____

2. _____

SPECIFICATIONS

Structure	:-	R.C.C. Frame Structure
Wall Structure	:-	Outer Wall: 6"T.M. Red Bricks or Foam Bricks, Inner Wall: 4" T.M. Red Bricks or Flyash
Floorings	:-	Vitrified Tiles (600MM X 600MM) throughout the Apartment
Doors	:-	Entrance Door - Secure Door, Inner Doors and Toilet Doors Pre-cast Concrete Frames. Shutters :- 30mm Flush Door with mika or door skin and SS fittings
Windows	:-	Fully Glazed Aluminiums Sliding windows with M.S. Grills.
Plaster	:-	Inner :- Phanti Finish to walls. Outer 15 mm to 20 mm thick.
Paint	:-	Interior :- OBD on putti finish surfaces.
Kitchen	:-	Black Granite Stone Kitchen Platform upto 6 Ft. alongwith stainless steel sink of suitable size. Dado of colour Ceramic tiles upto lintel level.
Toilet	:-	Flooring, Ceramic Tiles. Dado, Ceramic Tiles upto lintel level.
Sanitary ware	:-	European WC and Wash Basin.
Plumbing	:-	All plumbing in CPVC/UPVC pipes and standard chromium Plated outlets and hot & Cold water Mixer.
Water Supply	:-	Water supply through water sump and overhead Water Tank.
Sanitary	:-	All sanitary vertical lines in PVC Pipes of standard quality. Horizontal sanitary lines below ground level in S.W./ Eco Drain Pipes
Electrification	:-	Single Phase concealed copper Wiring in all rooms, 4.5 points in each room for fan, lamps and 2 extra power points at appropriate places for Refrigerator and Geyser.
Cables	:-	Intercom and Cable Points in Living.
Elevator	:-	Two Elevator provided in the building.
Power Backup	:-	Power Backup shall be provided 10 KV to 15 KV for Lift & Pumps and common Lighting.

NOTE :- All expenses towards Electric Meter, M.S.E.B. Room, Transformer, Cable Charges, ORC & SLC charges, Water Meter, Solar Water Heater, Sale Deed Expenses, Goods and Services Tax (GST), Service Tax, or any other taxes levied by State or Central Government or any authority shall be borne by Apartment Owner.