Annexure 'A'

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

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2017, BETWEEN :

M/s. Tarangan Infraventures Pvt. Limited, a Company incorporated under the provisions of the Companies, Act, 1956, having its Registered Office at 263, Pioneer House, West High Court Road, Bajaj, Nagar, Nagpur-440010, **Income Tax Permanent Account No. AADCT3209N**, and acting through its Authorised Director :

SHRI PRASHANT S/O BABASAHEB WASADE,

Aged about 46 years Years, Occupation - Bussiness,

Resident of Civil Lines, Nagpur-440001,

hereinafter called the **"/VENDOR/PROMOTER PARTY",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"COMPANY** and its **DIRECTORS",** as well as, their legal representatives, Liquidators, executors, administrators, successors and assigns of the **FIRST PART.**

AND

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Income Tax Permanent Account No. _____,

Resident of _____,

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

WHEREAS, the Vendor/Promoter Party hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and Parcel of Non Agricultural land bearing Plot No. 9 containing by admeausurement 2738.40 Sq. Mtrs.along with TDR to be loaded out of the sanctioned layout of M/s Shri Kedarreshwar Builders And Developers at Mouza – Jaitala, P.S.K. 44, bearing City Survey No. 648 and Sheet No. 37 (571) & 44 (572), situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and more particularly

described in the First Schedule hereunder written ***(hereinafter referred to as "the project land")***

The property described above is described with more particularity in the SCHEDULE OF PROPERTY appearing hereunder and shall hereinafter be referred to as 'the aforesaid property' and the Vendor/Promoter Party has acquired the plot in the following manner:-

(1) THAT, ALL THAT Pieces and Parcels of land bearing Khasra Nos. 166, 167, 168 having a total area of 7.29 Hectares, Rental Rs. 43.29/- held in Occupancy Class Rights-1 and Khasra No. 78 having an area of 0.39 Hectare R., Rental Rs. 0.50/- of Mouza – JAITALA, Patwari Halka No. 44 in Tahsil and District – NAGPUR, originally belonged to (i) Kuwar Pratapsingh S/o Raje Laxmanrao Bhosle (II) Kuwar Ajitsingh S/o Raje Laxmanrao Bhonsle (III) Kumar Vijaysingh S/o Raje Laxmanrao Bhonsle and (iv) Kuwar Tejsingh S/o Raje Laxmanrao Bhonsle.

(2) THAT, Shri Janardhan Dhabe and his forefathers were in cultivating possession of said agricultural lands for several years, hence their tenancy right in the said lands was fixed as Mourshi Kul which position was duly recorded in the Bandobast Khasra, mentioned under the provision of the Madhya Pradesh Land Revenue Code, as it was then applicable in the Central procedure as the entire Nagpur District fell in the C.P. & Berar region of the State of Madhya Pradesh.

(3) THAT consequent upon the death of the said Shri Janardhan Dhabe, the above-said agricultural lands came into the actual physical possession of (i) Shri Purushottam and (ii) Shri Pandurang S/o Late Shri Janardhan Dhabe and (iii) Nilkanth S/o Sadashiv Dhabe as tenants of the said lands under "Mourushi Kul"

(4) THAT during this life time Shri Pandurang S/o Late Janardhan Dhabe and Shri Nilkanth S/o Sadashiv Dhane executed their last Will AND TESTAMENT on 16/12/1966 and 28/3/1968 respectively and thereby they bequeathed their share in the above said agricultural lands to Shri Purushottam S/o Janardhan Dhabe, absolutely with heritable and transferable right therein. The aforesaid WILLS are duly registered in the office of the Joint Sub- Registrar, Nagpur in Addl Book No. 3, at Sr. Nos. 4005 on 16/12/1966 and 877 on 2/4/1969 respectively.

(5) THAT aforesaid Shri Pandurang S/o Late Shri Janardhan Dhabe and Shri Nilkanth S/o Sadashiv Dhane, left for heavenly abode on 16/12/1966 and 17/9/1972 respectively and consequent upon their demise/death the aforesaid Shri Purushottam S/o Late Shri Janardhan Dhabe became the "Mourshi Kul" of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL dated 16/12/1966 and 28/3/1969;

(6) THAT Shri Purushottam S/o Janardhan Dhabe left for heavenly abode on 24/2/1973 at Nagpur, leaving behind Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar , as well as, Smt. Sumati w/o Gajanan Mulmule, Smt. Vimal Gangadhar Dehadrai, Smt. Pushpa @ Vijaya w/o Vithalrao Handiakar as his legal heirs;

(7) THAT, during his lifetime Shri Purushottam s/o late Shri Janardhan Dhabe executed his last WILL AND TESTAMENT on 19/4/1972 at Bhandara and thereby bequeathed the aforesaid entire property to his three sons namely (i) Shri Mukund (ii) Madhukar and (iii) Shri Prabhakar, absolutely forever with heritable and transferable rights therein, to the exclusion of his other legal heirs and right of enjoyment of property during life time only was given to Ms. Saral Dhabe;

(8) THAT, daughter of Shri Purushottam Dhabe namely, Smt. Vimal W/o Gangadhar Dehadrai, also passed away on 24/12/1978, leaving behind her the following persons as her legal heirs, namely;(1) Smt. Ujjawal wd/o Tukaram Joshi (2) Shri Ashok Gangadhar Dehadrai (3) Smt. Jayashree wd/o Kamlakar Agnihotri (4) Smt. Archana @ Sandya W/o Sharad Angal (5) Smt. Deepa W/o Prakash Joshi (6) Dr. Sanjay Gangadhar Dehadrai

(9) THAT, the legal heirs of Smt. Vimal Dehadrai as mentioned in above para have also accepted the above WILL dated 19/4/1972 of Late Shri Purushottam Dhabe, and have acknowledged the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar as the only persons entitled to the 'said land' by executing the Release Deed on 10/5/99, registered with the office of the Sub- Registrar of Documents, Nagpur-9, in Addl. No. 2, at Sr. No 1081.

(10) THAT, thus in view of the WILL, dated 28/4/1072 of late Shri Purushottam Dhabe, the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, and Shri Mukund Purushottam Dhabe, became the joint/Co-owners of the said land and heritable and transferable rights therein.

(11) THAT, the legal heirs of late Smt. Sumati Mulmule sister of Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe and Shri Mukund Purushottam Dhabe however were disputing the above WILL dated 19/4/1972 of Shri Purushottam Dhabe, They had however, not filed any legal proceedings in the Court of law challenging the above WILL. The Madhukar , Prabhakar and late Shri Mukund Dhabe, however, had filed proceedings in the Civil Court being S.C.S.No. 705/2005, Mukund & others / Madhukar & others, for declaration of their rights under the above WILL;

(12) THAT the use of the 'said lands' has been shown to be of agricultural use in the Development Plan for the City of Nagpur prepared in the year 1976 and in fact, the same has and is been used for agricultural activities. The revised Development Plan for the City of Nagpur, dated 10/9/2001, however, shows the user of the 'said lands' as residential vide Notification No. TPS-2004/1628/CR-200/UD-9.

(13) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe AND LATE Shri Mukund Dhabe on 11/7/2006, had executed a Special Power of Attorney, in favour of Adv. Mrs. Suchita Sanjai Deharai, R/o Shastri Nagar, Bhandara,, which is registered with the Office of Sub- Registrar No.4, Nagpur City, in Book No. 4, Sr. No. 3394, thereby empowering her to look after and manage all the matters relating to the 'said lands' and to enter into agreements as well as Sale Deed/s in respect of the said lands' Due to a technical mistake in the description of the 'said lands' in the power of attorney dated 11/7/2007, the same was duly corrected by execution of a Deed of Correction by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and Late Shri Mukund Dhabe, dated 6/11/2007, registered with the Sub-registrar, Class-II, Nagpur City 2 at Sr. No. 6373-2007.

(14) THAT 'said lands' were notified for the MIHAN project by the Maharashtra Airport Development Company, which was declared as the Planning Authority,, for the area reserved for international Air Cargo Multi-Model Passenger Hub vide Govt. Notification No. TPS-2401/1494/CR-238/02/UD-9, dated 4/2/2003, however, the said Planning Authority had submitted a proposal to revise the boundary of the said development plan relating to MIHAN, as a result of which, after following the procedure as stipulated u/s 27/(1) of the Maharashtra Regional & Town Planning Act, 1966, the Govt of Maharashtra in the Urban Development the 'said lands; from the MIHAN boundary and to include in the residential zone.

(15) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , and late Shri Mukund Dhabe,, due to their age finding it difficult to continue cultivation of the 'said lands' and being in needs of funds for various purposes and so also to contest the litigation initiated by them in view of the denial of their title as claimed by them under the Will of Late Shri Purushottam Dhabe, by the legal heirs of Smt. Sumati Mulmule and the litigation for acquisition of full rights under the provisions of the Bombay Tenancy and Agricultural lands (Vidarbha Region), Act, 1958, in order to save the property and derive benefits for all out of it, had entered into an agreement of sale , on 6/11/2007 with the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane under which the total agreed consideration payable by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane was Rs.

4,85,45,530/- it was further agreed, that the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane should deal, negotiates and get the issue of ownership in the litigation filed by the OWNERS 1 to 3 and late Shri Mukund Dhabe, bearing SPL. Civil Suit No. 705/2005, Mukund & others/ Manohar Mulmule & Others, based upon their rights in view of the WILL of the Shri Purushottam Dhabe, and the Revision Application No. 11-RTA/59 /2004-05 pending before the Additional Commissioner, Nagpur, settled at cost to be borne by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, it was also agreed in the agreement dated 11/7/2007 that the status of Morushri Kul of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, was required to be recognized under the provisions of the Bombay Tenancy & Agricultural Lands, Vidarbha Region, Act 1958 and converted to absolute ownership by considering the proceedings initiated by them before the appropriate authority, which the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane was to do at its cots. A power of attorney, was also executed by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe in favour of the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, authorizing them to do various, acts deeds and things in respect of the 'said lands' which power of attorney is duly registered with the office of the Sub- Registrar of Documents, Class-II Nagpur City No. 2 at Sr. No. 6375-2007 on 6/11/2007.

(16) THAT, accordingly proceedings which were initiated by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, before the Civil Court, the Additional Commissioner and the Tahsildar, Nagpur were continued by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane,, in the name of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe.

(17) THAT, due to the delay in the legal proceedings, a supplementary Agreement came to be executed between the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe and the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane on 23/10/2009, in which supplementary Agreement, the consideration payable for the 'said lands' was increased from Rs. 25.51 lacs per acre to Rs. 33.00 lacs per acre, thereby bringing the total consideration payable to Rs. 6,27,99,000/- (Rupees Six Crores Twenty Seven Lacs Ninety Nine Thousand only). It was further enumerated in this supplementary

Agreement, that till the date of its execution, an amount of Rs. 1,36,00,000/- (Rupess One Crore Thirty Six Lacs only) already stood paid to the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe. Apart from the increase in consideration, due to the delay , interest of Rs. 40.00 lacs was also part paid and agreed to be paid as enumerated in the Supplementary Agreement dated 23/10/2009.

(18) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe thereafter initiated negotiations with the legal heirs of late Smt. Sumati Mulmule sister of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, who agreed to release their rights in the 'said lands' as well as other properties left behind by late Shri Purushottam Dhabe, for valuable consideration. Accordingly, the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane paid a valuable consideration of Rs. 26,25,000/-(Rupees Twenty Six Lacs Twenty Five Thousand only) to the legal heirs of late Smt Sumati Mulmule, vide various cheques, drawn on Wardhaman Urban Co-Operative Bank Ltd. and Unioin Bank of India, dated 30/11/2009 and 30/01/2010 respectively, upon receipt of which, 13 legal heirs of late Smt. Sumati Mulmule, executed a Deed of Relinquishment, in respect of the 'said lands' and other properties, in favour of the Shri Madhukar P Dhabe and Shri Prabhakar P Dhabe and late Shri Mukund Dhabe, on 30/11/2009, which is duly registered with the office of the Sub Registrar, Nagpur-2, at Sr. No. 4709/2009. Similarly on 22/10/2010, the remaining 2 legal heirs of late Smt. Sumati Mulmule, namely (i) Mrs. Varsha Anil Doifode, and (ii) Dr. Swati Roshan Naik, also executed a Relinquishment Deed in respect of the 'said lands' and other properties in favour of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar, which is registered with the Sub-Registrar of Documents, Nagpur-4, at Sr. No. 4606-2010. In view of these two Relinquishments, Spl Civil Suit No. 705/2005, Mukund Dhabe & Others/ Manohar G. Mulmule, pending in the file of Joint Civil Judge, Senior Division, Nagpur, came to be withdrawn by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , named above and late Shri Mukund Dhabe on 8/2/2011.

(19) THAT, the sister of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , and late Shri Mukund Dhabe namely Smt Pushpa @ Vijaya Vitthal Handlekar, also, for consideration of Rs. 5,00,000/- received by her, vide Cheque No. 25 4732, dated 1/12/2009, drawn on the Union Bank of India, released all her rights, in the properties left behind by late Shri Purushottam Dhabe, including the 'said lands' in favour of the Shri Madhukar Purushottam Dhabe and Shri Prabhakar

Purushottam Dhabe and late Mukund Dhabe, vide Deed of Relinquishment dated 1/12/2009, registered with the Sub-Registrar Nagur-2 at Sr. No. 4729-2009.

(20) THAT Shri Mukund Dhabe passed away on 12/12/2009, leaving behind him the Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar as his legal heirs, who, vide a Deed of Confirmation, executed by them, on 12/9/2010, confirmed the original Agreement dated 6/11/2007 and the Supplementary Agreement dated 23/10/2009, as binding upon them. In pursuance to the Deed of Confirmation, the, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar, have also executed and registered a Power of Attorney in favour of the Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, in respect of the 'said lands', which is duly registered with the office of Sub-Registrar, Nagpur -4 at Sr. No. 02278-2011, on 13/4/2011.

(21) THAT the agricultural land of Kh. No. 78, is now numbered as City Survey No. 489 in the City Survey Records for the City of Nagpur and similarly the lands of Kh. Nos. 166,167 and 168 are jointly numbered as City Survey No. 648 in the records of the City Survey Nagpur and in both these records.

(22) THAT in view of the above facts the said Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe , Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Taraseka thereafter executed the registered Sale Deed in favour of Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane on 11.12.2012 which came to be registered at serial no. 6227 in the Office of Sub Registrar Nagpur no. 4 on 11.12.2012.

(23) THAT said Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane converted the said land i.e Khasra no. 166,167,168 admeasuring 7.29 Hectare Ares into non agriculture use vide order passed by Hon'ble Collector Nagpur in Revenue case no.74/NAP-34/2012-2013 vide its order dated 04.06.2013 and further also converted the land into non agriculture of Khasra no. 78 admeasuring 0.39 Hectare Ares vide order passed by Hon'ble Collector Nagpur in Revenue case no.75/NAP-34/2012-2013 vide its order dated 04.06.2013.

(24) THAT thereafter Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane have prepared the layout plan over the said land which was sanctioned by NMC on 23.07.2013 in which there consists of total Eighteen Plots as seen from the layout plan

(25) That Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane later on transferred/sold the Plot No. 9 containing by admeausurement 2814.853 Sq. Mtrs. by way of sale to Tarangan Infraventures Private Limited i.e. The Vendor hereinabovenamed through its Authorized Director Shri. Prashant Babasaheb Wasade, by a Sale Deed Dated 17.03.2016, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 1530/2016 on 17.03.2016. As a result therefore the said M/s. Tarangan Infraventures Private Limited, the Vendor/Promoter named hereinabove has now become the Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records.

WHEREAS, the Vendor/Promoter Party later on decided to develop the Project Land into a “RESIDENTIAL ESTATE” by constructing a Multistoried Buildings thereon consisting of various self contained separate Apartments therein;

WHEREAS, the Promoter Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS, the Promoter has presently obtained Project Finance for the aforesaid project from ICICI Bank, Mumbai. As a result the property is mortgaged with ICICI Bank, Mumbai.

WHEREAS the Vendor is in possession of the project land and the Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

WHEREAS, the Promoter has proposed to construct on the project land 1 (One) Building, having Ground Floor for Parking and 11 Upper Floors consisting of total 88 (EIGHTY EIGHT) self contained separate Apartments therein.

WHEREAS, the Promoter 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;

WHEREAS, the Promoter Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

WHEREAS, on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter Party's Architects Emanate Design- Arc. Lokesh Kadu 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 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 Promoter Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Promoter Party to sell the same on ownership basis. The Purchaser hereby confirms that the Promoter Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Promoter Party;

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

WHEREAS, the Promoter Party had purchased Transferable Development Rights (T.D.R.) of 1700 sq. mtrs. from Shri., Kishore Govindrao Kanhere by way of transfer deed and therefore the built-up area of the building is now increased. The authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure C-1**;

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

WHEREAS, at present the Promoter Party has got the approvals from the concerned local authority(s) of building plans for Ground Floor and11(ELEVEN) Upper Floors without terraces and is entitled as per law and as per provisions of Development Control Rules of Nagpur City 2000 to obtain the approvals for 11(ELEVEN) Upper Floors with Terraces (except terraces on second floor) from Competent Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said proposed plan is marked as **Annexure C-2**;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter Party while developing the project land

and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the Promoter Party has an ongoing project and had decided to dedicate 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 and has already registered a Deed of Declaration with is duly registered at the office of the Sub- Registrar Nagpur-4 at serial no.5344 dated 06.10.2016. The Promoter Party shall be executed an Amended Deed of Declaration after utilization of the proposed Floor Space Index by loading TDR and/or before execution of the Sale Deeds in favour of the Purchasers. 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 and her/his/their successors in title;

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

WHEREAS, the Purchaser has applied to the Promoter Party for purchase of **Apartment No.** _____ on the _____**Floor** being constructed in the said Project styled as known as **"PIONEER TULIP"**;

WHEREAS, the carpet area of the said Apartment is _____square meters; and "Carpet Area" means the net usable floor area of an apartment, (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter Party a sum of **Rs.**_____**(Rupees** _____**only**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter Party to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter Party hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter Party the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Promoter Party has registered the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and has obtained registration vide **Certificate No. P50500000300.**

WHEREAS, under section 13 of the said Act the Promoter Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908; In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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 Multisoried Building consisting of Ground Floor and 11(ELEVEN) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of 88(EIGHTY EIGHT) Apartments to be constructed by the Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

1.a i) The Purchaser hereby agrees to purchase from the Promoter Party and the Promoter Party hereby agrees to sell to the Purchaser **Apartment No.** ___ of having **carpet area admeasuring** ____ **Sq. Metres on** _____ **Floor** in the Building known as styled as **"PIONEER TULIP'** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of **Rs.** _____**/- (Rupees** _____ **Only)** which includes :

i) Rs. _____/- towards cost of Apartment,
ii) Rs. 60,000/- towards cost of Infrastructure,
iii) Rs. _____/- being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.
iv) Rs. 2, 00,000/- towards the cost of allotted covered parking space bearing No. ____ situated at Ground Floor and/or Stilt.

1.b Thus the total aggregate consideration amount for the said Apartment including Covered Parking Space is **Rs.**_____**/-**.

1.c The Purchaser has paid on or before execution of this Agreement a sum of **Rs.** _____**/- (Rupees** _____ **Only)** ***(not exceeding 10% of the total consideration)*** as advance payment or Application

Fee and hereby agrees to pay to the Promoter Party the balance amount of **Rs** _____**/- (Rupees** _____**Only)** in the following manner:-

STAGE OF PAYMENT	% Calculation	Amount
AT THE TIME OF BOOKING	10%	
ON COMPLETION OF FOUNDATION/PLINTH	5%	
ON COMPLETION OF GROUND FLOOR SLAB	5%	
ON COMPLETION OF SLAB OF FLOOR 1	5%	
ON COMPLETION OF SLAB OF FLOOR 2	5%	
ON COMPLETION OF SLAB OF FLOOR 3	5%	
ON COMPLETION OF SLAB OF FLOOR 4	5%	
ON COMPLETION OF SLAB OF FLOOR 5	5%	
ON COMPLETION OF SLAB OF FLOOR 6	5%	
ON COMPLETION OF SLAB OF FLOOR 7	5%	
ON COMPLETION OF SLAB OF FLOOR 8	5%	
ON COMPLETION OF SLAB OF FLOOR 9	5%	
ON COMPLETION OF SLAB OF FLOOR 10	5%	
ON COMPLETION OF SLAB OF FLOOR 11	5%	
ON COMPLETION OF BRICK WORK OF FLAT	5%	
ON COMPLETION OF PLASTER WORK OF FLAT	5%	
ON COMPLETION OF FLOORING WORK OF FLAT	5%	
ON COMPLETION OF PAINTING WORK OF FLAT	5%	
ON HAND OVER OR SALE DEED WHICHEVER IS EARLIER	5%	
Total	**100%**	

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of Value Added Tax, Service Tax 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 specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party 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. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser 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 from the Sale Consideration payable to the Promoter Party and to credit the same in the

appropriate account of Income Tax Department.

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter Party 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, which shall only be applicable on subsequent payments.

1.g THAT the Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser 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 or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the Promoter Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.i The Promoter Party may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser to the Promoter Party by discounting such early payments @ 5.5% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter Party. [If applicable]

1.j THAT, the Promoter Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser 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 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 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 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 for such variations. The total price payable for the carpet area shall be

recalculated upon confirmation by the Promoter Party. If there is any reduction in the carpet area beyond the defined limit, then the Promoter Party shall refund the excess money paid by the Purchaser 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. If there is any increase in the carpet area allotted to Purchaser, the Promoter Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.k The Purchaser do hereby authorizes the Promoter Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter Party to adjust her/his payments in any manner.

2.1 THAT, the Promoter Party 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, 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 Promoter Party as well as the Purchaser. The Promoter Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser 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 Promoter Party as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The Promoter Party hereby declares that the Floor Space Index available as on date @1.25 in respect of the project land is 3510.47 Square Meters only and Promoter Party has planned to utilize Floor Space Index of 1.25 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 Party has disclosed the Floor Space Index of 1.25 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter Party by

utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter Party only.

4.1 If the Promoter Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Promoter Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Purchaser to the Promoter Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter Party.

4.2 Without prejudice to the right of Promoter Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter Party shall at his own option, may terminate this Agreement:

Provided that, Promoter Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Promoter Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Promoter Party shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter Party.

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 Promoter Party in the said Building and Apartment as are set out in ***Annexure 'E', annexed hereto***.

6. The Promoter Party shall give possession of the Apartment to the Purchaser on or before **31st day of March 2019** 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 Promoter Party any other reasonable cause and the Purchaser 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 Promoter Party. If the Promoter Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Purchaser 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 Promoter Party received the sum till the date the amounts and interest thereon is repaid.

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

Provided further that the Promoter Party 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 therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The Promoter Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Purchaser. The Promoter Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Promoter Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendor/Promoter Party does hereby agree with the Purchaser 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 Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor/Promoter Party 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 or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Promoter Party.

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 jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 **Failure of Purchaser to take Possession of Apartment:** Upon receiving a written intimation from the Promoter Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Promoter Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Promoter Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger

the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietory items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *Residence" for carrying on any Residential use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Promoter Party 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 will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 That the Promoter Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. 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 and her/his/their successors in title.

9.2 THAT the Purchaser 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 severally or jointly with any other Apartment Owner or Owners.

9.4 The Promoter Party shall, within 3 (THREE) Months from the date of amended Deed of Declaration dedicate the property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ Promoter Party and/or the owners in the said structure of the Building in which the said Apartment is situated.

9.5 Within 15 days after notice in writing is given by the Promoter Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser 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. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of 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 shall pay to the Promoter Party such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY :

The Promoter Party hereby represents and warrants to the Purchaser as follows :

i. The Promoter Party 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 Promoter Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

vii. The Vendor and/or Promoter Party has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter Party confirms that the Promoter Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

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

x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Promoter Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xi. The Promoter Party 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.

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

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

i. To maintain the Apartment at the Purchaser'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 hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Promoter Party 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 in this behalf, the Purchaser 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 Promoter Party to the Purchaser 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 committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter Party 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 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 Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

x. The Purchaser 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 to the Promoter Party under this Agreement are fully paid up.

xi. The Purchaser 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 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 out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Promoter Party 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 Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments.

12. The Promoter Party shall maintain a separate account in respect of sums received by the Promoter Party from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter Party 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, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

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

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 / SUBSEQUENT PURCHASERS : 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 Purchasers 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.

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

22. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

24. The Purchaser and/or Promoter Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Promoter Party will attend such Office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Promoter Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter Party by Registered Post A.D and notified

Email ID/Under Certificate of Posting at their respective addresses specified below :

_____ Name of Purchaser
_____ (Purchaser's Address)
Notified Email ID : _____

M/s. Tarangan Infraventures Pvt. Limited
(Name of Promoter Party)
263, Pioneer House, West High Court Road, Bajaj, Nagar, Nagpur-440010
(Address of Promoter Party)
Notified Email ID : nagpurproject@pioneermail.com

It shall be the duty of the Purchaser and the Promoter Party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter Party or the Purchaser, as the case may be.

26. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Promoter Party to the Purchaser 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 Purchasers.

27. 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.

28. 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.

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

30. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE Pieces and Parcel of Non Agricultural freehold land bearing Plot No. 9 containing by admeausurement 2738.40 Sq. Mtrs. along with TDR loaded out of the sanctioned layout of M/s Shri Kedarreshwar Builders And Developers at Mouza – Jaitala, P.S.K. 44, bearing City Survey No. 648 and Sheet No. 37 (571) & 44 (572), situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR. The said Plot No. 9 is bounded on its four sides as under :-

ON THE EAST	-	PLOT NO.10
ON THE WEST	-	KHASRA NO.96,165 AND 169.
ON THE NORTH	-	12.00 MTRS. WIDE ROAD
ON THE SOUTH	-	PLOT NOS. 15 AND 16.

SECOND SCHEDULE ABOVE REFERRED TO

FACILITIES IN THE APARTMENT SCHEME:

COMMON AREAS

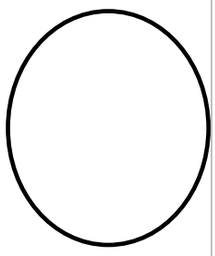
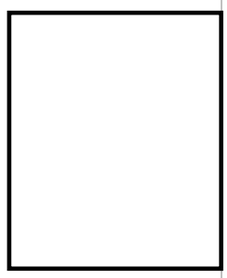
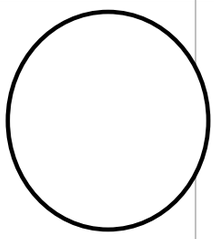
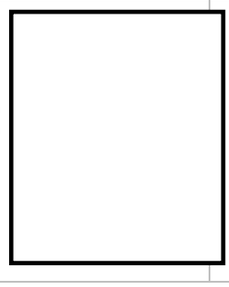
- The staircase area of the building, lifts, fire staircases, lobbies, limited podium area on the first floor and common entrances and exits of the building.
- Common basement/plinth, terrace area on the top, Margin area around the building and common storage spaces.
- Security guard cabin area.
- Installation area such as electricity, water, sanitation, solar water system.
- Water tanks, sumps, motor, backup unit, ducts and all apparatus connected with installation for common use.
- Arrangement of water supply through well/ bore well.

SCHEDULE 'A'

(Description of Apartment hereby agreed to be sold)

ALL THAT R.C.C. Superstructure comprising **Apartment No.**___ covering a **Carpet Area** _____ **Sq.Mtrs.** situated on the _____ **Floor** in Multistoried Building out of the entire Housing Scheme to be known and styled as **"PIONEER TULIP"**, along with Parking No.____(described in the parking plan) with _____ sq. mtrs.

ON THE EAST	-
ON THE WEST	-
ON THE NORTH	-
ON THE SOUTH	-

SR. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			M/s. Tarangan Infraventures Pvt. Limited (_____) SHRI PRASHANT BABASAHEB WASADE VENDOR/PROMOTER PARTY
02			(_____) PURCHASER

WITNESSES :

(1) _____

(2) _____

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter Party to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter Party and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE –E

Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)