AGREEMENT TO SELL

FOR RS. _____/-

(**RUPEES _____ ONLY**)

GOVERNMENT MARKET VALUE RS. _____/-

[Valuation of Stamp Duty @ Rs. 35,880/- per Sq. Mtrs. Division No. 1.1.1. as per Khasra Nos. 24 / 25 / 27 / 28 / 29 / 30 / 109-2 / 203 / 204 & 205 at Page No. 1204 of the Govt. Stamp Duty Ready Reckoner, 2017 - 2018]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this **___ Day** of **_____, 2018**

BETWEEN

1) **SHRI DNYANESHWAR S/O SHANKARRAO GAWANDE**, Aged about 51 years, Occupation – Business, (P.A. NO. ALVPG9918P), Resident of Rahul Layout Khadgaon Road, Wadi, Nagpur - 440023 and **2**) **SHRI ASHIMKUMAR S/O NONIGOPAL GHOSH**, Aged about 61 years, Occupation – Business, (P.A. NO. AJCPGO585H), Resident of Kohle Layout, Khadgaon Road, Wadi, Nagpur - 440023, acting through acting through their duly nominated, appointed and constituted POWER OF ATTORNEY HOLDER, **SHRI ANIL S/O VANDEO PATIL**, Aged about 52 years, Occupation – Business, (P.A.N. NO. ACWPP3455A), Resident of Nidhi Palace, Amravati Road, Dattawadi, Nagpur - 440023, herein afterwards jointly called as the "**VENDORS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDORS**" as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

_____, Aged about ___ years, Occupation – _____ (P.A.NO. _____), Resident of _____, herein afterwards called as the "**PURCHASER**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PURCHASER**" as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

VANSHREE INFRASTRUCTURE, a Sole Proprietorship Firm, having its Office at Shop No. 11, Ground Floor, Nidhi Palace, Amravati Road, Dattawadi, Nagpur, acting through its SOLE PROPRIETOR, **SHRI ANIL S/O VANDEO PATIL**, Aged about 52 years, Occupation – Business, (P.A.N. NO. ACWPP3455A), Resident of Nidhi Palace, Amravati Road, Dattawadi, Nagpur - 440023, herein afterwards called as the "**PROMOTER / CONFIRMING PARTY**", which expression shall, unless repugnant to the context or meaning thereof always mean and include the said "**PROMOTER / CONFIRMING PARTY**" his respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART**.

WHEREAS the above named **Vendors** are joint co - owners with all heritable and transferable rights therein of **ALL THAT** piece and parcel of **Malik-Makbuza** land bearing **Plot No. 27**, admeasuring **116.12 Sq. Mtrs**. and **Plot No. 33**, admeasuring **302.86 Sq. Mtrs**. and **Plot No. 38**, admeasuring **116.12 Sq. Mtrs**. and **Plot No. 39**, admeasuring **116.12 Sq. Mtrs**., the said **4 Plots**, total containing by admeasurement **651.46 Sq. Mtrs**. (7012.31 Sq. Fts.), being portion of land bearing **Khasra Nos. 24 / 25 / 27 / 28 / 29 / 30 / 109-2 / 203 / 204** & **205**, **P.H. No. 5** of **Mouza – Wadi**, bearing **Mouza No. 292**, **Khate No. 1954**, **Sub - Division Nos. 1/165**, **215/43** & **215/23** and **Sheet No. 27**, **City Survey Nos. 5131**, **5129**, **5130**, **5132** & **5133** bearing **Grampanchayat House Nos. 1650**, **1671**, **1676** & **1667** (**New**) respectively in **Ward No. 1**, (**New**) [Old Ward No. 4], situated in the layout known and styled as **Kohle Layout** within **Nagar Parishad limits** of **Wadi** in **Tahsil** and **District – Nagpur** (Gramin), which is more particularly described in the Schedule of Property hereunder written. (Herein afterwards referred to as the said "Plots" for sake of brevity and convenience).

WHEREAS originally, all that piece and parcel of **Malik-Makbuza** land bearing **Plot Nos. 27** and **28**, total containing by admeasurement **232.25 Sq. Mtrs**. (2500.00 Sq. Fts.), forming portion of land bearing **Khasra Nos. 24 / 25 / 27 / 28 / 29 / 30 / 109-2 / 203 / 204** & **205**, **P.H. No. 5** of **Mouza – Wadi** in **Tahsil** and **District – Nagpur** (Gramin) belonged to **Shri Vasudev Baliram Ashtikar**, Resident of Village - Pulgaon, District – Wardha who lateron sold the said **Plot Nos. 27** and **28** to **Shri Manohar Ganesh Muley**, Resident of Bhandup, Mumbai by virtue of a **Sale Deed**, which is registered at **Serial No. 4063** (**P**) on **21-11-1964** in the office of **Sub-Registrar**, **Nagpur**.

WHEREAS originally, all that piece and parcel of **Malik-Makbuza** land bearing **Plot Nos.**

38 and **39**, total containing by admeasurement **232.25 Sq**. **Mtrs**. (2500.00 Sq. Fts.), forming portion of land bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109-2** / **203** / **204** & **205**, **P.H**. **No**. **5** of **Mouza** – **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin) jointly belonged to 1) **Shri Shehrao Ghusaji Kohale** and **2**) **Shri Ramkrishna Ghusaji Kohale**, both Residents of Village – Wadi, District – Nagpur who lateron sold the said **Plot Nos**. **38** and **39** to **Shri Bhagwat Tukaram Hadke**, Resident of Chandramani Nagar, Nagpur by virtue of a **Sale Deed**, which is registered at **Serial No**. **4374** (**C**) on **31-07-1968** in the office of **Sub-Registrar**, **Nagpur**.

WHEREAS originally, all that piece and parcel of **Malik-Makbuza** land bearing **Plot No**. **33**, total containing by admeasurement **302.86 Sq**. **Mtrs**. (3260.00 Sq. Fts.), forming portion of land bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109-2** / **203** / **204** & **205**, **P.H**. **No**. **5** of **Mouza** – **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin) jointly belonged to 1) **Shri Shehrao Ghusaji Kohale** and **2**) **Shri Ramkrishna Ghusaji Kohale**, both Residents of Village – Wadi, District – Nagpur who lateron sold the said **Plot Nos**. **38** and **39** to **Smt**. **Sakwar Bai Laxman Taiwade**, Resident of Ramdaspeth, Kachipura, Nagpur by virtue of a **Sale Deed**, which is registered at **Serial No**. **381** (**C**) on **24-01-1969** in the office of Sub-Registrar, Nagpur.

WHEREAS the aforesaid **Land** bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109-2** / **203** / **204** & **205**, **P.H**. **No**. **5** of **Mouza** – **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin) were converted for **Non-Agricultural** use by an **Order** passed by **the Sub** - **Divisional Officer**, **Nagpur** in **Revenue Case No**. **271/A-2/63-64** on **31-12-1964**.

WHEREAS lateron, the above named, **Shri Manohar Ganesh Muley** sold the said **Plot Nos**. **27** and **28**, total containing by admeasurement **232.25 Sq**. **Mtrs**. (2500.00 Sq. Fts.) to **Shri Vinayak Keshavrao Karalkar**, Resident of 9/1, L.I.G., Kukdey Layout, Nagpur by virtue of **Sale Deed**, which is registered in Addl. Book No.1, Volume No. 46 at Pages 62 to 63 at **Serial No**. **1097** (**P**) on **15-04-1988** in the office of **Sub-Registrar No.1**, **Nagpur**.

WHEREAS lateron, the above named, **Shri Vinayak Keshavrao Karalkar** sold **Plot No**. **27**, total containing by admeasurement **116.17 Sq**. **Mtrs**. (1250.00 Sq. Fts.) to **Shri Ashimkumar Nonigopal Ghosh**, Resident of Village – Wadi, District – Nagpur by virtue of **Sale Deed**, which is registered at **Serial No**. **877** (**P**) on **31-01-2002** in the office of **Sub-Registrar No**. **1**, **Nagpur**.

WHEREAS lateron, the above named, **Shri Ashimkumar Nonigopal Ghosh** sold **Northern Portion** of **Land**, admeasuring **58.06 Sq**. **Mtrs**. (625.00 Sq. Fts.), from and out of **Plot No**. **27**, total containing by admeasurement **116.17 Sq**. **Mtrs**. (1250.00 Sq. Fts.) to **Shri Dnyaneshwar Shankarao Gawande** by virtue of **Sale Deed**, which is registered at **Serial No**. **4717/2005** on **28-07-2005** in the office of **Sub-Registrar No**. **10**, **Nagpur** (Gramin).

WHEREAS lateron, the above named, **Smt**. **Sakwar Bai Laxman Taiwade** sold the said **Plot No**. **33**, total containing by admeasurement **302.86 Sq**. **Mtrs**. (3260.00 Sq. Fts.) to **1**) **Shri Dnyaneshwar Shankarao Gawande** and **2**) **Shri Ashimkumar Nonigopal Ghosh** by virtue of **Sale Deed**, which is registered at **Serial No**. **4155** / **2008** on **10-07-2008** in the office of **Sub** - **Registrar No**. **7**, **Nagpur** (Gramin).

WHEREAS lateron, the above named, **Shri Bhagwat Tukaram Hadke** sold the said **Plot Nos**. **38** and **39**, total containing by admeasurement **232.25 Sq**. **Mtrs**. (2500.00 Sq. Fts.) to **1**) **Shri Ashimkumar Nonigopal Ghosh** and **2**) **Shri Dnyaneshwar Shankarao Gawande** by virtue of **Sale Deed**, which is registered at **Serial No**. **5970/2009** on **31**-**08**-**2009** in the office of **Sub**-**Registrar No**. **7**, **Nagpur** (Gramin).

WHEREAS in above referred **Sale Deed**, registered at **Serial No**. **877** (**P**) on **31**-**01**-**2002** in the office of **Sub**-**Registrar No**. **1**, **Nagpur** pertaining to **Plot No**. **27**, the **Boundaries** of the said **Plot No**. **27** were inadvertently stated incorrectly, hence the same were rectified by and between **Shri Vinayak Keshavrao Karalkar** and **Shri Ashimkumar Nonigopal Ghosh** by virtue of a **Deed of Correction**, which is duly registered at **Serial No**. **05899/2009** on **27**-**08**-**2009** in the office of **Sub**-**Registrar No**. **7**, **Nagpur** (Gramin).

WHEREAS in above referred **Sale Deed**, which is registered at **Serial No**. **4155/2008** on **10**-**07**-**2008** in the office of **Sub**-**Registrar No**. **7**, **Nagpur** (Gramin) pertaining to **Plot No**. **33**, the **Boundaries** of the said **Plot No**. **33** were inadvertently stated incorrectly, hence the same were rectified by and between **Smt**. **Sakwar Bai Laxman Taiwade** and **1**) **Shri Dnyaneshwar Shankarao Gawande** and **2**) **Shri Ashimkumar Nonigopal Ghosh** by virtue of a **Deed of Correction**, which is registered at **Serial No**. **05898/2009** on **27**-**08**-**2009** in the office of **Sub**-**Registrar No**. **7**, **Nagpur** (Gramin).

WHEREAS lateron, the above named Vendors jointly decided to develop the said Plots by constructing a multi-storied **Commercial** cum **Residential Apartment scheme** thereon and accordingly they entrusted the entire work of development and construction of the said Plots to **Vanshree Infrastructure**, a Sole Proprietorship Firm, having its Office at Shop No. 11, Ground Floor, Nidhi Palace, Amravati Road, Dattawadi, Nagpur, acting through its Sole Proprietor, **Shri Anil Vandeo Patil**, Resident of Nidhi Palace, Amravati Road, Dattawadi, Nagpur by virtue of a deed of an **Agreement of Development** & **Promotion**, which is registered at **Serial No**. **4876** / **2016** on **06-09-2016** in the office of **Sub**-**Registrar No**. **10**, **Nagpur** (Gramin).

WHEREAS in confirmation of the said **Agreement of Development**, **Promotion** & **Sale**, dated **06-09-2016**, the above named **Vendors**, appointed and constituted **Shri Anil Vandeo Patil**, acting as Sole Proprietor of **Vanshree Infrastructure** as their true and lawful Power of Attorney Holder to commence and carryout development work of the said Plots and they have also empowered him to complete various administrative, government and statutory formalities in respect of the said Plots with specific powers, right and authority to transfer/ convey / assign all Commercial **Shops** and Residential **Apartments** in proposed **Commercial** cum **Residential Apartment scheme** to / in favour of prospective buyers who may be nominated by **Vanshree Infrastructure** by executing a deed of **Irrevocable General Power of Attorney** in his favour which registered at **Serial No**. **4877** / **2016** on **06-09-2016** in the office of **Sub**-**Registrar No**. **10**, **Nagpur** (Gramin).

WHEREAS lateron, the **Vendors**, acting through their Power of Attorney Holder, **Shri Anil Vandeo Patil** got regularized **Plot Nos**. **27**, **33**, **38** & **39**, total containing by admeasurement

651.**29 Sq**. **Mtrs**. under the **Maharashtra Gunthewari Developments** (Regulation, Upgradation & Control) **Act**, **2001** vide **Release Letter** / **Permit No**. **50** / **P**.**W**.**D**. / **16** - **17**, dated **07**-**01**-**2017** issued by **Chief Officer**, **Nagar Parishad** – **Wadi**.

WHEREAS subsequently, the **Vendors**, acting through their Power of Attorney Holder, **Shri Anil Vandeo Patil** got clubbed / amalgamated **Plot Nos**. **27**, **33**, **38** & **39** from **Nagar Parishad** - **Wadi** in accordance with **Letter No**. **Ja**. **Kra**. / **Ba**. **Vi**. / **N**.**P**.**W**. / **50** / **2017**, dated **07**-**01**-**2017** issued by **Chief Officer**, **Nagar Parishad** – **Wadi**.

WHEREAS lateron, the **Building Plan** of multi-storied **Commercial** cum **Residential Apartment scheme** proposed to be constructed on **Plots** was sanctioned by **Chief Officer**, **Nagar Parishad** – **Wadi** vide its **Building Permit No**. **Ja**. **Kra**. / **N**.**P**.**W**. / **Ba**. **Vi**. **1214** / **2017**, dated **17**-**04**-**2017**.

WHEREAS subsequently, the **Vendors**, acting through their Power of Attorney Holder, **Shri Anil Vandeo Patil** (Grantors) executed a **Deed of Declaration** under **Section 2** of the **Maharashtra Apartment Ownership Act**, **1970** and thereby subjected the entire scheme of **Gopal Enclave** to the provisions of Maharashtra Apartment Ownership Act, 1970 and bye -laws appended thereto. The said **Deed of Declaration** is registered at **Serial No**. **5015** / **2017** on **13**-**06**-**2017** in the office of **Sub**-**Registrar No**. **10**, **Nagpur** (Gramin). The said project will be governed by provisions of the Maharashtra Apartment Ownership Act, 1970 and all restrictive covenants and byelaws appended thereto, as stipulated in the Deed of Declaration as well as the provisions of the Maharashtra his successors in title.

WHEREAS the Vendors and the Promoter hereby state and declare that there are no impediments attached to the said project land and that there are no tenants or illegal encroachments on the said project land and that the Vendors and the Promoter have clear possession over the project land. The project land is freehold property and for establishing title, presently no separate permission is required to be obtained from the Government or any other Statutory Authority.

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

WHEREAS the Promoter has proposed to construct **3** Commercial **Shops** on the **Ground Floor** and **5** Residential **Apartments** each on **First**, **Second** & **Third floors**, respectively forming part and parcel of **Gopal Enclave** condominium upon the project land in accordance with the Building Plan, Designs and Specifications approved by the Nagar Parishad and as may be further modified and approved from time to time in future, provided that before modifying / altering any change in the Building Plan, Designs and Specifications, the Promoter shall obtain prior consent in writing from the Purchaser pertaining to such modifications / alterations, which may adversely affect the nature and structure of Shop / Apartment of the Purchaser, except any alteration or addition required by the Nagar Parishad and / or Government Departments or Statutory Authorities or due to change in any law or regulations.

WHEREAS, the Vendors and the Promoter have sole and exclusive rights to sell Shops / Apartments in the building proposed to be constructed by the Promoter on the project land together with variable, proportionate, undivided, share and interest in the project land and to enter into Agreement/s – Sale Deed/s – Conveyance Deed/s with the prospective Purchaser/s of Shops / Apartments and to receive the sales consideration in respect thereof.

WHEREAS the **Purchaser** has expressed his desire and willingness to purchase Commercial **Shop** / Residential **Apartment No**. **_____**, having **Carpet Area** of **_____ Sq**. **Mtrs**. [**Built Up Area** – **_____ Sq**. **Mtrs**.], together with adjoining **Terrace Area**, admeasuring **_____ Sq**. **Mtrs**., thus having total **Super Built Up Area** of **_____ Sq**. **Mtrs**., situated on the **_____ Floor** in the proposed **Gopal Enclave** building from the Vendors and the Promoter.

WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all documents of title relating to the project land and plans, designs and specifications prepared by the Promoter's above named Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder.

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchaser has thoroughly and carefully perused all original Title Deeds & Documents, Building Plan, Requisite Permissions, Clearances, Certificates, etc. and Specifications of the said Project disclosed by the Promoter and satisfied himself about title of the Vendors and the Promoter to the said property and / or his / their right and authority to sell the same on ownership basis. The Purchaser hereby affirms and confirms that the Promoter has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and the Purchaser has neither further or any other information nor disclosure required from the Promoter before booking and purchasing the said Shop / Apartment.

WHEREAS the authenticated copies of Certificate of Title issued by an Advocate or the Attorney at Law of the Promoter , authenticated copies of City Survey Property Card and other relevant Revenue Records showing nature of the title of the Promoter to the project land on which the building is proposed to be constructed have been annexed hereto and marked as **Annexure -** "**A**" and **Annexure** – "**B**", respectively.

WHEREAS the authenticated copies of **Building Plan** according to which the construction of the Building will be done by the Promoter and Specifications of the Shop / Apartment that will be provided by the Promoter have been annexed hereto and marked as **Annexure** – "**C**" and **Annexure** – "**D**", respectively.

WHEREAS the Promoter has got approvals from Nagar Parishad of the Building Plan, Elevations, Sections, Specifications of the proposed Building and shall obtain the balance approvals from various Statutory Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

WHEREAS while sanctioning the Building Plan, the Nagar Parishad and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors and the Promoter 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 shall be granted by the Nagar Parishad.

WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan.

WHEREAS, the Vendors and the Promoter have registered the proposed project under provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as the said "Act") with the Maharashtra Real Estate Regulatory Authority at Mumbai had holds MahaRERA Registration No. _____.

WHEREAS under Section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Vendors and the Promoter are required to execute a written Agreement to Sell of said Shop / Apartment with the Purchaser for the sale of the said Shop / Apartment and therefore, Vendors and the Promoter and the Purchaser are executing this Agreement to Sell as a compliance thereof and they shall also register this Agreement to Sell under Registration Act, 1908 before competent Sub **-** Registrar Office at Nagpur (Gramin), within time limit prescribed under the Registration Act.

WHEREAS the Vendors and the Promoter and the Purchaser are relying on confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement to Sell and all applicable laws and are now willing to execute / register this Agreement to Sell in accordance with the terms and conditions set out in this Agreement to Sell and as mutually agreed upon by them, the Vendors and the Promoter hereby agree to sell and the Purchaser hereby agrees to purchase the said Shop / Apartment upon terms and conditions appearing herein under.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

i) **THAT** in lieu of total sales consideration amount of for **Rs**. **_____/-** (**Rupees _____ only**) agreed to be paid by the **Purchaser** to the **Promoter** as per **Schedule -** "**E**" of **Manner of Payment** appearing hereunder, the **Vendors** and the **Promoter** hereby agree to sell and the Purchaser agrees to buy **ALL THAT** variable, proportionate and undivided **_____** % share and interest in all that piece and parcel of **Malik-Makbuza** land bearing **Plot No**. **27**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **33**, admeasuring **302**.**86 Sq**. **Mtrs**. and **Plot No**. **38**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **39**, admeasuring **116**.**12 Sq**. **Mtrs**., the said **4 Plots**, total containing by admeasurement **651**.**46 Sq**. **Mtrs**. (7012.31 Sq. Fts.), being portion of land bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109**-**2** / **203** / **204**

& **205**, **P**.**H**. **No**. **5** of **Mouza** – **Wadi**, bearing **Mouza No**. **292**, **Khate No**. **1954**, **Sub** - **Division Nos**. **1/165**, **215/43** & **215/23** and **Sheet No**. **27**, **City Survey Nos**. **5131**, **5129**, **5130**, **5132** & **5133** TOGETHERWITH the entire **R**.**C**.**C**. super structure comprising Commercial **Shop** / Residential **Apartment No**. **_____** (_____), having **Built Up Area** of **_____ Sq**. **Mtrs**. (**Carpet Area** - **_____ Sq**. **Mtrs**..), situated on the **_____ Floor** in the building proposed to be constructed thereon, to be known and styled as **Gopal Enclave** bearing **Grampanchayat House Nos**. **1650**, **1671**, **1676** & **1667** (**New**) respectively in **Ward No**. **1**, (**New**) [Old Ward No. 4], situated in the layout known and styled as **Kohle Layout** within **Nagar Parishad limits** of **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin), which is more particularly described in **Schedule** – "**A**" & "**B**" of property hereunder.

ii) **THAT** the Purchaser hereby agrees to purchase from the Vendors and the Promoter and the Vendors and the Promoter hereby agrees to sell to the Purchaser, a separate and independent **Garage No**. **Nil Sq**. **Mtrs**, having **Built Up Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil/-**.

iii) The Purchaser hereby agrees to purchase from the Vendors and the Promoter and the Vendors and the Promoter hereby agrees to sell to the Purchaser, a separate and independent **Covered Parking Space No**. **Nil Sq**. **Mtrs**, having **Floor Area** of **Nil Sq**. **Mtrs**., situated on **Basement** / **Stilt** / **Ground Floor** in the said **Building** for sales consideration of **Rs**. **Nil /-**.

iv) The **Total Aggregate Consideration Amount** for the said **Shop** / **Apartment** including **Maintenance charges** of **Rs**. **50**,**000**/- and **M**.**S**.**E**.**B**. & **Water Meter charges** of **Rs**. **50**,**000**/- INCLUDING **Rs**. **_____** /- towards prevailing **Goods** & **Services Tax** (**G**.**S**.**T**.) levied and payable @ **12**% is **Rs**. **_____/-** (**Rupees _____ only**).

SCHEDULE – "E" MANNER OF PAYMENT

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 10% of total sales consideration amount] paid by the **Purchaser** to the **Vendors and the Promoter** towards **application fee** / **advance payment** / **earnest money** in lieu of purchasing the said **Shop** / **Apartment** by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. **_____**, dated **_____**, drawn on / through **_____**, **_____ Branch**, **Nagpur**, the receipt whereof is hereby acknowledged by the Vendors / Promoter.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 20% of total sales consideration amount] paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** /

Apartment by **Demand Draft** / **Bankers Cheque** / **N**.**E**.**F**.**T**. **No**. _____, dated _____, drawn on / through _____, _____ **Branch**, **Nagpur** at the time of execution / registration of this **Agreement to Sell**, the receipt whereof is hereby acknowledged by the Vendors / Promoter.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 15% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Plinth** of **Wing** or **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **First Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Second Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Third Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. _____/- (**Rupees** _____ **only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of

Fourth Floor Slab of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Fifth Floor Slab** of the **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Walls**, **Internal Plaster**, **Floorings**, **Doors** and **Windows** of the said **Shop** / **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **Staircases**, **Lobbies**, **Lifts** upto **Floor Level** of the said **Shop** / **Apartment** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu of purchasing the said **Shop** / **Apartment** on completion of **External Plaster**, **External Elevation**, **External Waterproofing** of the said **Shop** / **Apartment** and **Overhead Water Tank**, **Well**, **Water Supply**, **Terrace** in **Wing or Building** where the said **Shop** / **Apartment** is located or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 10% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **part consideration amount** in lieu

of purchasing the said **Shop** / **Apartment** on completion of **Sanitary Fittings**, **Plumbing Fittings**, **Electrical Fittings**, **Electro**, **Mechanical**, **Environment Requirements**, **Entrance**, **Lobby's**, **Paving of Areas** and all other requirements of the said **Shop** / **Apartment** and **Wing** or **Building** or on or before _____, which ever happens earlier.

Rs. **_____/-** (**Rupees _____ only**) [not exceeding 05% of total sales consideration amount] specifically agreed to be paid by the **Purchaser** to the **Vendors and the Promoter** towards **full** & **final sales consideration amount** at the time of handing over **Possession** of the said **Shop** / **Apartment** to the **Purchaser** or on or after receipt of **Occupancy** / **Completion Certificate** or on the day of registration of **Sale Deed**, which ever happens earlier. The tentative time stipulated and agreed for completion of the said Project and registration of Sale Deed has been agreed on or before _____ (_____), subject to terms and conditions appearing hereunder in this Agreement to Sell.

_____

Rs. **_____/-** **TOTAL**: (**RUPEES _____ ONLY**)

THAT THE VENDORS, THE PROMOTER / CONFIRMING PARTY AND THE PURCHASER DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:-

1. **THAT** the Vendors hereby affirm and confirm that the property hereby agreed to be sold to the Purchaser is their self acquired and self owned property, belonging to them alone and they further affirm and confirm that no other person/s, firm, company, society, trust, association, agency, institution, bank or statutory authority is legally entitled to claim any ownership, title, share, interest or partition in any manner, whatsoever in the said property or part thereof.

2. **THAT** the Vendors hereby affirm and confirm that they have legitimate, genuine, valid and marketable title of the property hereby agreed to be sold to the Purchaser, without any litigation, dispute, doubt, claim, objection, protest, interference or impediment from any person/s, firm, company, society, trust, agency, institution, bank or statutory authority and they further affirms and confirms that they have absolute legal right and full authority to convey, assign and transfer the said property by way of sale to the Purchaser, absolutely and forever.

3. **THAT** the Vendors hereby affirm and confirm that the property hereby agreed to be sold is not impeded in any manner, whatsoever, which creates or may cause any legitimate defect in

ownership and title of the Vendors and which legally prohibits the Vendors to convey, assign and transfer the said property by way of sale to the Purchaser and / or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said property, either by way of any lis-pendens, litigation or civil suit, stay order or injunction, attachment, auction, recovery proceedings, criminal proceedings or in any other manner.

4. **THAT** the Vendors and the Promoter hereby affirm and confirm that prior to execution / registration of this Agreement to Sell, they have not signed, executed any unregistered or registered deed or document purporting or confirming to be token agreement / allotment deed / agreement to sell / sale deed / gift deed / partition deed / release deed / exchange deed / mortgage deed (simple or equitable) / confirmation deed / correction deed / will deed / lease deed / leave & licence deed and / or any other deed or document purporting or confirming to be sale / assignment / transfer / conveyance of the said Shop / Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendors and the Promoter further affirm and confirm that in future if it is revealed that the Vendors and the Promoter had / have signed, executed any unregistered or registered any such deed or document thereby purporting or confirming to be sale / assignment / transfer / conveyance of the said Shop / Apartment to / in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before and after execution / registration of this Agreement to Sell, then all such deeds or documents purporting or confirming to be sale / assignment / transfer / conveyance to / in favour of such third persons / parties shall be treated as null, void, invalid, illegitimate and annulled deeds or documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the Vendors and the Promoter hereby affirm and confirm that there are no undisclosed persons, partners, claimants or any other person/s who have vested or existing interest or who have legitimate right to claim ownership, title, right, share, interest, partition or possession in any manner, whatsoever over the Project Land and / or Shop / Apartment hereby agreed to be sold to the Purchaser. The Vendors and the Promoter further affirm and confirm that in future, if this Agreement to Sell is disputed or challenged by any undisclosed partners, claimants or any other person/s for any reason whatsoever, then it shall be joint liability and responsibility of the Vendors and the Promoter to defend such person/s claim, dispute, litigation or case at their efforts and expenses and they shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the Promoter / Confirming Party affirms and confirms that he has absolute legal right and authority to develop the said Plots into a multi-storied Commercial cum Residential Apartment scheme without any let, hindrances or interference from the Vendors and / or any other person/s claiming under authority or trust and that he has absolute legal right and authority to convey, assign, transfer, sell variable, proportionate and undivided share in the said Plots together with the said Shop / Apartment to the Purchaser at a future date.

7. **THAT** the Promoter agrees, affirms and confirms that he shall pay Non – Agricultural Taxes, Nagar Parishad Taxes, Electricity & Water bills (Commercial or Residential), Maintenance

charges and all other charges and outgoings etc., levied and payable in respect of the said Project Land / Shop / Apartment to concerned revenue and statutory authorities and government departments till day of registration of Sale Deed or till day of handing over physical possession of the said Shop / Apartment to the Purchaser, whichever is earlier.

8. **THAT** the Promoter agrees, affirms and confirms that he has lawful rights and requisite approvals from local bodies and competent government and statutory authorities to carry out development of the said Project and he shall obtain requisite permits, approvals, permissions, clearances, licenses, no-objections etc. from local bodies, government and statutory authorities from time to time, if required to complete the development of the said project. The Promoter hereby agrees and affirms to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Nagar Parishad and local bodies, government and statutory authorities at the time of sanctioning the Building Plan or thereafter before handing over possession of the said Shop / Apartment to the Purchaser, he shall obtain occupancy / completion certificate in respect of the said Shop / Apartment from the Nagar Parishad or other Competent Authority.

9. **THAT** the Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, project, wing, building are valid and subsisting and have been obtained by following due process of law. The Promoter affirms and confirms that all permits, approvals, permissions, clearances, licenses, no-objections etc. issued by bodies and competent government and statutory authorities concerning the project land, project, wing, building shall be obtained by following due process of law and that the Promoter has been and shall at all times herein afterwards remain to be in compliance wit all applicable laws concerning the said project land, project, wing, building and common areas and facilities therein.

10. **THAT** the Promoter agrees, affirms and confirms that the total sales consideration cost of the said Shop / Apartment is escalation free, save and except escalations / increases, due to increase on account of development charges, costs or levies payable to local bodies, government and statutory authorities and / or any other increase in charges which may be levied or imposed by local bodies, government and statutory authorities from time to time in future. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development development charges, costs or levies imposed by local bodies, government and statutory authorities, the Promoter shall enclose relevant Government Resolution (G.R.) / Notification / Order / Rule / 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.

11. **THAT** the Promoter has specifically made aware to the Purchaser and the Purchaser agrees, affirms and confirms that the sales consideration cost of the Shop / Apartment hereby agreed to be sold to him is EXCLUSIVE of taxes consisting of tax paid or payable by the Purchaser on account of installation of Electric Transformer, laying underground Electric Cable, installation

of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), Stamp duty, Registration charges, Legal fees etc. are or any other taxes which may be levied in connection with construction of his Shop / Apartment and the entire Project, paid or payable by the Purchaser to concerned government departments and statutory authorities upto to day of registration of Sale Deed or handing over physical possession of the said Shop / Apartment to the Purchaser.

12. **THAT** the Promoter may allow, in his sole discretion, a rebate for early payments of equal installments / balance sales consideration amount payable by the Purchaser to the Promoter by discounting such early payments @ Nil% (Nil) percent per Annum for the period by which the respective installment / balance sales consideration has been pre-poned or will be pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once it is granted to the Purchaser by the Promoter. [Not Applicable].

13. **THAT** the Purchaser hereby authorizes the Promoter to adjust / appropriate all payments made by him under any head/s of dues against lawful outstanding, if any, in his name, as the Promoter may in his sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the Promoter to adjust his due installments / balance sales consideration amount in any manner.

14. **THAT** the Vendors and the Promoter have particularly made aware to the Purchaser and the Purchaser agrees, affirms and confirms that "time is - and shall be an essence of contract" for performance of this agreement for the Purchaser. Hence the Purchaser agrees, affirms and confirms that he shall make timely and promptly payments of due installments / balance sales consideration amount and other dues payable by him strictly on due stages and due dates to as stipulated in Schedule – "E" of Manner of Payment herein above. The Purchaser agrees that if he neglects / delays / defaults / fails to due - balance installments / sales consideration amount on due stages and due dates, as the case may be, then the Promoter may at his absolute discretion, grant maximum grace period of 15 (Fifteen) days for payment of each due / delayed installment and / or balance sales consideration amount, however in those circumstances, the Purchaser shall be liable to pay and he shall pay Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all due and delayed installments / balance sales consideration amount for EVERY MONTH of delay from the date on which the same has become due and payable for grace period and till the date, the due installments / balance sales consideration amount is / are finally paid by the Purchaser to the Promoter.

15. **THAT** the Purchaser agrees, affirms and confirms that without prejudice to right of the Promoter to grant grace period and charge interest in terms of Clause No. 14 referred herein above, in event of the Purchaser committing default / delay in payment of due and payable installments / balance sales consideration amount, agreed to be paid by him in lieu of purchasing the said Shop / Apartment in terms of this Agreement to Sell (Including proportionate costs, charges, taxes, cesses, outgoings, fees etc.) and on the Purchaser committing 3 (Three) consecutive or alternate defaults in payment of due and payable

installments / balance sales consideration amount, the Promoter may / shall at his own option, may terminate / cancel this Agreement to Sell, provided that the Promoter shall give Notice of 15 (Fifteen) days in writing to the Purchaser by Registered Post A/d at the address provided by the Purchaser or e-mail the said Notice at the e-mail address provided by the Purchaser, thereby calling upon him to rectify the breach within time stipulated and on failure thereof, expressing his intention to terminate / cancel this Agreement to Sell and specifying the breach of terms and conditions due to which the Promoter has intended to terminate / cancel this Agreement to Sell. The Purchaser agrees, affirms and confirms that if the he fails to rectify the breach mentioned in the said Notice by the Promoter within time stipulated, then on expiry of the notice period, this Agreement to Sell shall ipso - facto become null, void and shall stand terminated / cancelled and shall be not binding upon the Vendors and the Promoter, even if a formal Deed of Cancellation of this Agreement to Sell is not executed / registered by and between the Vendors, the Promoter and the Purchaser and on termination / cancellation of this Agreement to Sell due to aforesaid reasons, this Agreement to Sell shall not be enforceable by the Purchaser against the Vendors and the Promoter in any court of law, forum or authority.

16. **THAT** the Purchaser agrees, affirms and confirms that upon termination / cancellation of of this Agreement to Sell as aforesaid, the Promoter will forfeit fixed sum of Rs. 3,00,000/- (Rupees Three Lacs only) OR 10% (Ten) percent of token / earnest / advance / booking amount (whichever is more), together with adjustment and recovery of any charges or expenses which may be payable by the Purchaser to the Promoter, from the installments / amount which would have been paid by the Purchaser to the Promoter till then and the said amount will be appropriated by the Promoter on account of liquidated damages, loss of interest and opportunity, sustained the Promoter on account of cancellation of this Agreement to Sell and the balance amount (if any) will be refunded without any interest or compensation by the Promoter to the Purchaser within a period of 30 (Thirty) days of the termination / cancellation of this Agreement to Sell, PROVIDED that the Purchaser unconditionally executes / registers Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur. It is hereby clarified and specified by the Promoter and the Purchaser agrees, affirms and confirms if he delays / refuses / fails to execute / register Deed of Cancellation of this Agreement to Sell before competent Sub-Registrar, Nagpur, then the Promoter shall not be liable to refund balance amount (if any) till the same is done by the Purchaser, notwithstanding that this Agreement to Sell shall stand and concluded as null, terminated and cancelled by and between the Vendors, the Promoter and the Purchaser. In such circumstances, the Vendors and the Promoter shall have all legal rights and authority to convey, assign, transfer, sell the said Shop / Apartment to any third person / party without informing or without obtaining any previous written or oral consent / no – objection letter from the Purchaser.

17. **THAT** the Vendors and the Promoter agree, affirm and confirm that after execution / registration of this Agreement to Sell, the Purchaser may make formal applications to any Nationalized / Scheduled / Corporate / Co - Operative Bank or Financial Institution or Agency for availing Housing loan for purchasing the said Shop / Apartment. In that case, if any information, document, deed or no - objection is required from the Vendors or the Promoter, they will unconditionally and without delay provide all such information, deed or no-objection and

render all necessary co -operation to the Purchaser for that purpose. However, the liability for repaying loan installments and entire loan shall be exclusively of the Purchaser and he shall always indemnify the Vendors and the Promoter against payments of the same. The Purchaser also agrees that any impediment or delay is caused in sanctioning of loan / financial aid by any bank, society, financial institution, then such impediment or delay shall not be a valid excuse or justification available to the Purchaser delaying / defaulting in paying balance installments / sales consideration amount as stipulated hereinabove. The Purchaser is also aware that in such circumstances, the Promoter shall not be liable and under obligation to carryout and complete construction of the Shop / Apartment agreed to be sold to him and deliver possession within stipulated time as agreed in this Agreement to Sell.

18. That subject to timely and prompt payment of balance installments / sales consideration amount by the Purchaser as stipulated herein above, the Promoter shall complete construction of the Shop / Apartment as per agreed Specifications and hand over possession of the said Shop / Apartment to the Purchaser on or before **31st Day** of **December**, **2020**. If the Promoter neglects, delays or fails to deliver possession of the said Shop / Apartment to the Purchaser within stipulated time, except due to reasons narrated in Clause No. 19 hereunder, the Promoter shall be liable to pay to the Purchaser (subject to condition that he does not intend to withdraw from the project), Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India on all amount paid by the Purchaser for EVERY MONTH of delay till the day of handing over possession and / or registration of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed. However, after lapse of 6 (Six) Months after expiry of stipulated period, even then, the Promoter further neglects / delays / fails to deliver possession and register conveyance deed, then the Purchaser shall have right to seek performance of this agreement / contract through court of law, forum, tribunal, regulatory authority, as the case may be by adopting legal recourse and without prejudice to his legal rights of enforcement of this Agreement to Sell, the Purchaser will also reserve right and discretion to terminate / cancel this Agreement to Sell and demand the Promoter to refund all amount so paid by him and in those circumstances, the Promoter shall refund the entire amount with Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India so received by him from the Purchaser within 30 (Thirty) days time from date of such demand and express cancellation of this Agreement to Sell from the side of Purchaser, provided that a formal Deed of Cancellation of this Agreement to Sell shall be executed / registered by the Purchaser to / in favour of the Vendors and the Promoter.

19. **THAT** the Vendors and the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop / Apartment on the aforesaid date, if the completion of building in which the Shop / Apartment is to be situated is delayed on account of:-

(i) Any notice, order, rule, notification, government resolution, policy changes regarding building development and control rules of local body, government department, statutory authorities and any order of status – quo, injunction or stay by any court of law, forum, tribunal or regulatory authority.

(ii) Non availability of skilled or unskilled workmen, technicians, labourers due to strike.

(iii) Civil commotion, riots, prohibitory orders, flood, earthquake or act of nature or god.
(iv) Any other current or contingent valid, justifiable or reasonable cause or reason beyond knowledge, control and scope of the Vendors and the Promoter.

20. **THAT** the Purchaser agrees, affirms and confirms that if the Promoter completes construction and hands over possession and executes conveyance of the said Shop / Apartment before stipulate time, then the Purchaser agrees and shall pay the balance installments / sales consideration amount, payable for early completed stage as per payment linked to said stage immediately on demand and no early payment discount will be offered in such case where construction has been completed before the agreed timeline.

21. **THAT** the Purchaser agrees, affirms and confirms that the Promoter has particularly made him aware that the construction of proposed Shop / Apartment is heterogeneous in nature, comprising R.C.C & Brickworks, Plasters, hence it is agreed by the Purchaser that any shortcomings inherent to heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, which are likely to occur shall not be treated as construction defects. However the Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the Nagar Parishad or other Competent Authority by furnishing details of changes, if any, in the Carpet Area, subject to a variation cap of 03% (Three Percent). The total price payable for Carpet Area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by Purchaser within 45 (Forty - Five) days with Simple Interest @ 02% (Two) percent per Annum ABOVE, the then prevailing Prime Lending Rate (P.L.R.) of State Bank of India from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area agreed to be sold to the Purchaser, the Promoter shall demand additional amount from the Purchaser as per next milestone of the Payment Plan as stipulated in Schedule – "E" of Manner of Payment herein above. The Promoter and the Purchaser mutually agree and confirm that all these monetary adjustments shall be made @ Rs. _____ per Square Meters.

22. **THAT** the Purchaser agrees, affirms and confirms that mere forwarding or handing over of this Agreement to Sell by the Vendors or the Promoter to the Purchaser does not create any binding obligation on part of the Vendors or the Promoter and the Purchaser until, firstly, the Purchaser signs and delivers this Agreement to Sell along with all Schedules together with payments due as stipulated in Schedule – "E" of Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and secondly, appears he for registration of the same before concerned Sub – Registrar Office as and when intimated by the Vendors and the Promoter. The Purchaser further agrees, affirms and confirms that if he fails to execute and deliver this Agreement to Sell to the Vendors and the Promoter within 30 (Thirty) days from the date of its receipt and / or fails to appear before concerned Sub – Registrar Office for its registration as and when intimated by the Vendors and the Promoter, then the Promoter shall serve a letter / notice to the Purchaser rectifying and complying aforesaid default, however if the said is not rectified or complied by the Purchaser

within 15 (Fifteen) days time from the date of receipt of the said letter / notice, the application of the Purchaser and provisional allotment of the said Shop / Apartment shall ipso-facto be treated as terminated / cancelled without any further letter / notice and subject to deduction of 10% (Ten) percent amount from the sum / amount paid or deposited by the Purchaser to / with the Promoter in connection therewith shall be refunded by the Promoter without any interest or compensation within 30 (Thirty) days time from the termination / cancellation of the booking / allotment of the said Shop / Apartment.

23. **THAT** the Purchaser agrees, affirms and confirms that he shall have no legal right and authority to enter into any contract or agreement or to transfer / convey / assign the said Shop / Apartment to any third person / party and /or to sign and execute any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document, otherwise without obtaining previous written consent / no -objection from the Vendors and the Promoter. It is hereby clarified that if the Purchaser signs and executes any deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise with any third person / party, without obtaining previous written consent / no-objection from the third person / party, then such deed or document amounting to token agreement / agreement to sell / allotment / possession letter and or any deed or document otherwise shall be null, void, illegal and not binding and not enforceable against the Vendors and the Promoter.

24. **THAT** the Purchaser agrees, affirms and confirms that in order to comply with Building Development & Control, Rules and Regulations and in order to maintain standardization of Gopal Enclave building, the Purchaser shall not insist or demand the Promoter to make any external or internal structural changes or deviations or material alterations in Gopal Enclave building or in the Shop / Apartment hereby agreed to be sold to the Purchaser.

25. **THAT** the Purchaser agrees, affirms and confirms that the Promoter shall be exclusive in-charge of construction of Shop / Apartment agreed to be sold to the Purchaser and the entire Gopal Enclave building, without any entertaining any suggestions, advisory, interference, and impediment from the Purchaser or any person/s claiming under authority or trust for him. The Purchaser further agrees, affirms and confirms that he shall have no right and authority to engage or entrust or enter into any contract with any other builder / developer / promoter / contractor thereby assigning the task of construction of his Shop / Apartment to them, however if any such engagement, entrustment or contract, if made / entered by the Purchaser, the same shall be void and illegal and not binding upon the Promoter.

26. **THAT** the Promoter agrees, affirms and confirms that he shall within 3 (Three) Months from the date of registration of the Society or Association, as aforesaid, cause to be transferred to the Society or Association all rights, title and the interest of the Vendors and the Promoter and / or the Owners in the said Wing or Building or wing in which the said Shop / Apartment is situated.

27. **THAT** the Purchaser agrees, affirms and confirms that within 15 (Fifteen) days time

from the date of receipt of written letter / communication as aforesaid from the Promoter intimating that the said Shop / Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to Carpet Area of the Shop / Apartment) all taxes, cesses, outgoings in respect of the said Shop / Apartment and the Project Land and Gopal Enclave building, namely Non – Agricultural Taxes, Nagar Parishad Taxes, Maintenance Charges or such other contingent or incidental charges, levied by any local body or government or statutory authorities and costs, charges and expenses towards government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to management and maintenance of the said Shop / Apartment / Wing / Building / Project. The Purchaser agrees, affirms and confirms that the Promoter has specifically made him aware that the Promoter will provide common Water Meter connection for common use of all Shop / Apartment owners / lawful occupiers / possessors in Gopal Enclave building under C – B category and the Purchaser shall pay proportionate charges of Water Bills along with other Shop / Apartment owners / lawful occupiers / possessors in Gopal Enclave building.

28. **THAT** the Promoter upon obtaining Occupancy / Completion Certificate from the Nagar Parishad or other Competent Authority and subject to payment of entire sale consideration amount together with charges towards installation of Electric Transformer, laying underground Electric Cable, installation of Electric and Water Meter, digging Well, Borewell, Tubewell, G.S.T. (Goods & Services Tax), T.D.S. tax, Stamp duty, Registration charges, Legal fees etc. by the Purchaser in terms of this Agreement to Sell, the Promoter shall issue a letter or communicate in writing and offer the Purchaser at his provided address or e-mail id thereby calling upon him to take / accept physical possession of the said Shop / Apartment within 3 (Three) Months time from the date of receipt of such letter or communication and then the Promoter shall hand over physical possession of the said Shop / Apartment to the Purchaser. That the Vendors and the Promoter agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors or the Promoter. That the Purchaser agrees to pay lifetime / annual / quarterly / monthly Maintenance charges as determined and demanded by the Promoter or Gopal Enclave Apartment Association, as the case may be. The Promoter shall as far as possible, offer physical possession of the said Shop / Apartment to the Purchaser in writing within 7 (Seven) days time from the date of of receiving Occupancy / Completion Certificate of the said Shop / Apartment or Project. Similarly, the Purchaser shall take physical possession of the said Shop / Apartment within 15 (Fifteen) days time from the date of receipt of written letter / communication as aforesaid from the Promoter intimating that the said Shop / Apartment is ready for use and occupancy.

29. **THAT** upon receiving a written letter / communication as aforesaid from the Promoter, the Purchaser shall take possession of the said Shop / Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement to Sell and the Promoter shall deliver possession of the said Shop / Apartment to the Purchaser. That in case if the Purchaser fails to take possession within stipulated time, even then the Purchaser shall be liable to pay lifetime / annual / quarterly / monthly

Maintenance charges as determined and demanded by the Promoter or Gopal Enclave Apartment Association, as the case may be.The Purchaser further agrees, affirms and confirms that until any Society or Association is formed and the said building, wings and project are transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined and demanded by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay provisional monthly contribution of Rs. 1,000/- per Month on account of outgoings to the Promoter. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the the Promoter until Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Shop / Apartment / Wing / Building / Project is executed by the Vendors and the Promoter to / in favour of such Society or Association. That on execution of Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of such Shop / Apartment / Wing / Building / Project, the aforesaid deposits (less deduction as provided for in this Agreement to Sell shall be paid over by the Promoter to the Society or Association, as the case may be.

30. **THAT** the Purchaser agrees, affirms and confirms that he has agreed to purchase the said Shop / Apartment for Commercial / Residential purpose only (as the case may be) and therefore the Purchaser shall use the Shop / Apartment or any part thereof or permit the same to be used for Commercial / Residential purposes only (as the case may be) and not for any other purposes. The Purchaser undertakes and declares that he shall shall use the Garage or separate Covered Parking Space (if allotted or sold) only for purpose of keeping or parking his vehicles but not for any other purposes.

31. **THAT** the Purchaser agrees, affirms and confirms that he along with other Purchaser/s of Shops / Apartments in Gopal Enclave shall join in forming and registering the Society or Association under the name, head and style as Gopal Enclave Apartment Association and for this purpose, he shall sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings that may be required and necessary for the formation and registering of the Society or Association. The Purchaser shall also from time to time sign and execute all prescribed applications, authority affidavits, declarations, documents, forms, indemnity bonds, pro-formas, papers, undertakings for becoming Member including byelaws of the proposed Society or Association and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the the Promoter to the Purchaser, so as to enable the Promoter to register Society or Association for the Purchaser and other Shop / Apartment owners in Gopal Enclave building. ThePurchaser agrees, affirms and confirms that he shall not raise any objection if some changes or modifications are required in the draft bye-laws by the Registrar of Co-operative Societies or any other Competent Authority.

32. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that wherever in this Agreement to Sell, it is stipulated that the Purchaser has to make any payment in common with other Purchaser/s in the building / project, the same shall be in proportion to Carpet Area of his Shop / Apartment corresponding to total Carpet Area of all Shops / Apartments in the building / project.

33. **THAT** the Promoter agrees, affirms and confirms that he shall maintain a separate Bank Account in respect of sums received by the Promoter from the Purchaser towards advances, deposits, sales consideration amount and all sums received on account of taxes, cesses, maintenance charges, outgoings, legal fees and share capital for forming Association or Society and the Promoter shall utilize the said amounts only for those purposes for which they have been received.

34. **THAT** the Purchaser agrees, affirms and confirms that till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of his Shop / Apartment is executed by the Vendors and the Promoter and / or till Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed is executed by the Vendors and the Promoter in favour of the Association / Society, the Purchaser shall permit the Promoter and his authorized agents, workmen, labourers, surveyors and all other persons appointed and authorized by him to enter into his Shop / Apartment and upon the said building or any part thereof, at all reasonable times to view and examine ongoing construction activities and other state and condition thereof in the said building.

35. **THAT** the Vendors and the Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is in Ratio of 1.00 i.e. 651.29 Sq. Mtrs. only and the Promoter has planned to utilize Floor Space Index of Nil by availing of (Transferable Development Rights) T.D.R. or Floor Space Index (F.S.I.) available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in Regional Development Plan or Development Control Rules and Regulations or based on expectation of increased F.S.I. which may be available in future on modification of Regional Development Plan or Development Control Rules and Regulations, which are applicable to the said Project. The Promoter has disclosed the F.S.I. of Nil as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Shop / Apartment based on the proposed construction and sale of Shop / Apartment to be carried out by the Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to and vest with the Promoter only.

36. **THAT** the Vendors and the Promoter agree, affirm and confirm that after they execute this Agreement to Sell, they shall not mortgage or create any charge or encumbrance on the Shop / Apartment and variable, proportionate, undivided, share and interest in the Project Land, hereby agreed to be sold to the Purchaser, however if any such mortgage, charge or encumbrance is made or created by the Vendors / Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect rights and interest of the Purchaser.

37. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that may god forbid, in case if any of the Vendors or the Promoter demise before registration of Sale Deed, his / their legal heirs shall accept the balance installments / sales consideration amount and execute Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Shop / Apartment in favour of the Purchaser and similarly, if case of death of the Purchaser, his legal heirs shall pay the balance installments / sales consideration amount

to the Promoter and get the Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed of the said Shop / Apartment in his / her / their favour, provided further that all covenants, terms and conditions of this Agreement to Sell shall be binding and acceptable to legal heirs of the Purchaser.

38. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that all Notices / Letters / Correspondences required to be served on the Vendors or the Promoter or the Purchaser as contemplated by this Agreement to Sell shall be deemed to have been duly served, if sent to the Vendors or the Promoter or the Purchaser by Registered Post A/d and / or notified through e-mail at their respective addresses, specified below:-

Vendors Notified Addresses:

_____

Vendors Notified E-Mail Id:

_____

Promoter's Notified Address:

_____

Promoter's Notified E-Mail Id:

_____

Purchaser's Notified Address:

_____

Purchaser's Notified E-Mail Id:

_____

39. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that it shall be their duty to inform each other about any change in their respective addresses notified herein above, subsequent to execution of this Agreement to Sell, failing which all notices, letters, correspondences, communications, posted or e-mailed at notified addresses shall be deemed to have been served and received by the Vendors, the Promoter and the Purchaser, as the case may be. It is hereby clarified that in case, if there are several or joint Vendors or the Promoter/s or the Purchaser, in that case, all notices, letters, correspondences, communications, posted or e-mailed at notified addresses sent by the Vendors or the Promoter to the Purchaser and vice –versa, 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 Vendors, the Promoter and the Purchaser.

40. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that the execution of this Agreement to Sell shall be complete only upon its execution by the Vendors and the Promoter themselves or through their Authorized Power of Attorney Holder or Authorized Signatory at the Vendors / Promoter's Office or at some other place, which may be mutually agreed between the Vendors, the Promoter and the Purchaser, after

this Agreement to Sell is duly executed by the the Vendors, the Promoter and the Purchaser and simultaneously this Agreement to Sell shall be registered before competent Sub - Registrar. It is further agreed that the Vendors and the Promoter and / or the Purchaser shall present this Agreement to Sell at the proper registration office for its registration within time limit prescribed under the Registration Act, 1908 and the Vendors, the Promoter and the Purchaser shall attend such registration office and admit execution thereof.

41. **THAT** the Vendors and the Promoter agree, affirm and confirm that this Agreement to Sell, along with its Schedules and Annexures, constitutes the entire Agreement to Sell between the parties with respect to subject matter hereof and supersedes any and all other receipts, allotment letters, understandings, agreements, communications, correspondences, whether written or oral, if any, between the parties in regard to the Shop / Apartment.

42. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that Agreement to Sell may / can only be amended, modified or rectified by mutual understanding and written consent of both the parties.

43. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that if any provision of this Agreement to Sell shall be determined to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement to Sell shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement to Sell and to the extent, necessary to confirm with the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or the applicable laws, as the case may be and the remaining provisions of this Agreement to Sell shall remain valid and enforceable as applicable at the time of execution of this Agreement to Sell.

44. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that all the provisions contained herein and the obligations arising hereunder in respect of the Shop / Apartment and Project shall equally be applicable to and enforceable against any and all subsequent Purchaser/s of the said Shop / Apartment, in case of inheritance or transfer, as the said obligations go along with the Shop / Apartment for all intents and purposes.

45. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that they shall execute, acknowledge and deliver such other instruments and take such other actions, in additions to instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell 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.

46. **THAT** the Vendors and the Promoter agree, affirm and confirm that they shall hand over all original title deeds and certified copies or self attested zerox copies of other relevant deeds and documents pertaining to the said Shop / Apartment to the Purchaser on the day of registration of the Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed and / or on

receipt of entire sales consideration amount from the Purchaser, whichever takes place earlier.

47. **THAT** the Purchaser agrees, affirms and confirms that the amount of Stamp duty, Registration charges, Legal fees that may be required to be paid on account of execution / registration of this Agreement to Sell and Sale Deed / Transfer Deed / Assignment Deed / Conveyance Deed in future shall be exclusively borne and paid by the Purchaser. The Purchaser agrees, affirms and confirms that he shall also bear and pay proportionate amount of Stamp duty, Registration charges, Legal fees etc. that may be required to be paid on any deed, declaration and instrument etc. that may be executed for forming Association or Society of Gopal Enclave building.

48. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that the original copy of this Agreement to Sell, duly signed, executed and registered by the Vendors, the Promoter and the Purchaser in presence of attesting Witnesses before Sub-Registrar is and shall be retained by the Purchaser and a zerox copy of the same is / shall be handed over to the Vendors and the Promoter.

49. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that any confusion, complexity, differences or disputes arising between them in context to interpretation of any covenant/s contained in this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell by either of the parties shall as far as possible settled mutually and amicable by the parties but in case if such mutual or amicable settlement is not possible or if it fails, then the aggrieved party or parties may approach to Maharashtra Real Estate Regularity Authority for redressal of his / her / their grievances or disputes under provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder. It is further agreed that the rights and obligations of the parties under or arising out of this Agreement to Sell shall be construed and enforced in accordance with laws of India for time being in force before competent Courts of law at Nagpur jurisdiction only. It is further agreed that for covenants and subject matters not specifically covered under this Agreement to Sell, the provisions of Transfer of Property Act, 1882 shall apply. The Vendors, the Promoter and the Purchaser further agree and declare that this Agreement to Sell or breach of any terms and conditions of this Agreement to Sell shall not be subject to or covered under provisions of the Arbitration Act, 1996.

50. **THAT** the Promoter declares and confirms that any change in constitution of his Sole Proprietorship Firm like its dissolution or winding up or constituting it from Sole Proprietorship Firm to Partnership Firm / Company / Joint Venture in future shall not effect legal validity or enforceability of this Agreement to Sell. It is further agreed by the Promoter that in event of his insolvency or death, this Agreement to Sell shall be binding and liable to be enforced by legal heirs / successors of the Promoter.

51. **THAT** the Vendors, the Promoter and the Purchaser mutually agree, affirm and confirm that any inadvertent or typographical mistake, miss-statement, error or omission in this

Agreement to Sell as regards stating or writing Mouza / Survey – Khasra Numbers / Patwari Halka Number / Sheet Number / City Survey Number / Plot Numbers / Area of Plots / Boundaries of Plots / Name of Project / Building / Floor / Super Built Up Area **-** Carpet Area of Shop / Apartment and / or any change in description of the said property shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this agreement, rather such mistake, miss**-**statement, error or omission shall always be subject to correction by the Vendors, the Promoter and the Purchaser.

52. **THAT** the Vendors, the Promoter and the Purchaser declare, affirm and confirm that they have thoroughly read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further agree, affirm and confirm that they are absolutely satisfied with covenants of this Agreement to Sell.

SCHEDULE – "**A**"

DESCRIPTION OF PROJECT LAND

ALL THAT piece and parcel of **Malik**-**Makbuza** land bearing **Plot No**. **27**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **33**, admeasuring **302**.**86 Sq**. **Mtrs**. and **Plot No**. **38**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **39**, admeasuring **116**.**12 Sq**. **Mtrs**., the said **4 Plots**, total containing by admeasurement **651**.**46 Sq**. **Mtrs**. (7012.31 Sq. Fts.), being portion of land bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109**-**2** / **203** / **204** & **205**, **P**.**H**. **No**. **5** of **Mouza** – **Wadi**, bearing **Mouza No**. **292**, **Khate No**. **1954**, **Sub** - **Division Nos**. **1/165**, **215/43** & **215/23** and **Sheet No**. **27**, **City Survey Nos**. **5131**, **5129**, **5130**, **5132** & **5133** bearing **Grampanchayat House Nos**. **1650**, **1671**, **1676** & **1667** (**New**) respectively in **Ward No**. **1**, (**New**) [Old Ward No. 4], situated in the layout known and styled as **Kohle Layout** within **Nagar Parishad limits** of **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin) and bounded as under:**-**

ON THE EAST BY	-------	3.00 MTRS. WIDE GULLI & C.T.S. NOS. 5139, 5138, 5137, 5136, 5135 & 5134
ON THE WEST BY	-------	PLOT NOS. 142, 143, 144, 145 & 146
ON THE NORTH BY	-------	PLOT NO. 78 (C.T.S. NO. 5128)
ON THE SOUTH BY	-------	9.00 MTRS. WIDE ROAD

SCHEDULE – "B"

DESCRIPTION OF COMMERCIAL SHOP / RESIDENTIAL APARTMENT

ALL THAT variable, proportionate and undivided **_____** % share and interest in all that piece and parcel of **Malik**-**Makbuza** land bearing **Plot No**. **27**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **33**, admeasuring **302**.**86 Sq**. **Mtrs**. and **Plot No**. **38**, admeasuring **116**.**12 Sq**. **Mtrs**. and **Plot No**. **39**, admeasuring **116**.**12 Sq**. **Mtrs**., the said **4 Plots**, total containing by admeasurement **651**.**46 Sq**. **Mtrs**. (7012.31 Sq. Fts.), being portion of land bearing **Khasra Nos**. **24** / **25** / **27** / **28** / **29** / **30** / **109**-**2** / **203** / **204** & **205**, **P**.**H**. **No**. **5** of **Mouza** – **Wadi**, bearing **Mouza No**. **292**, **Khate No**. **1954**, **Sub** - **Division Nos**. **1/165**, **215/43** & **215/23** and **Sheet No**. **27**, **City Survey Nos**. **5131**, **5129**, **5130**, **5132** & **5133** TOGETHERWITH the entire **R**.**C**.**C**. super structure comprising Commercial **Shop** / Residential **Apartment No**. **_____** (_____), having **Built Up Area** of **_____ Sq**. **Mtrs**. (**Carpet Area** - **_____ Sq**. **Mtrs**..), situated on the **_____ Floor** in the building proposed to be constructed thereon, to be known and styled as **Gopal Enclave**, bearing **Grampanchayat House Nos**. **1650**, **1671**, **1676** & **1667** (**New**) respectively in **Ward No**. **1**, (**New**) [Old Ward No. 4], situated in the layout known and styled as **Kohle Layout** within **Nagar Parishad limits** of **Wadi** in **Tahsil** and **District** – **Nagpur** (Gramin) and bounded as under:-

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

IN WITNESS WHEREOF the **VENDORS**, the **PROMOTER** / **CONFIRMING PARTY** and the **PURCHASER** hereinabove named have set their respective hands and signed this **AGREEMENT TO SELL** on this **___ Day** of **_____**, **2018** at **NAGPUR** in presence of the attesting **WITNESSES**.

SR. **NO**.	**PHOTOGRAPH** OF **EXECUTANTS**	**LEFT HAND THUMB IMPRESSION** OF **EXECUTANTS**	**SIGNATURE** & **FULL NAME** OF **EXECUTANTS**
1)			**SHRI ANIL VANDEO PATIL** (Acting as Power of Attorney Holder for **1**) **Shri Dnyaneshwar Shankarrao Gawande** **2**) **Shri Ashimkumar Nonigopal Ghosh**) (**VENDORS**)

2)			(**PURCHASER**)
3)			**FOR VANSHREE INFRASTRUCTURE** **SHRI ANIL VANDEO PATIL** (SOLE PROPRIETOR) (**PROMOTER / CONFIRMING PARTY**)
WITNESSES			
SR. NO.	**PHOTOGRAPH** OF **WITNESSES**	**LEFT HAND THUMB IMPRESSION**	**SIGNATURE** & **FULL NAME** OF **WITNESSES**
1)			(_____)
2)			(_____)

SCHEDULE – "C"

(DESCRIPTION OF COMMON AREAS, AMENITIES AND FACILITIES)

a) Common Parking facility / space in the Building
b) Common Passage leading to Stairways
c) Compound Wall / Fencing on all sides of Project Land
d) Grill Gate/s for ingress & egress of Shop / Apartment Owners in the Building
e) Common Terrace over Top Floor of the Building
The following common facilities and amenities are located throughout the Building
i) Project Land
ii) Open Space on the Ground Floor
i) Landings & Staircases in the Building
ii) Sump with Electric Motor and Pump
iii) Well with Electric Motor and Pump
iv) Plumbing Network throughout the Building
v) Electric Meter Room & Wiring Network throughout the Building
vi) All Lights and Public Water connections
vii) Overhead Water Tank
viii) Lift in the Building
ix) The foundation, main walls, columns, girders, beams and roofs in the Building.
x) And in general all apparatus and installations existing for common use.

SCHEDULE – "D"

(AUTHENTICATED COPIES OF THE BUILDING PLAN)

SCHEDULE – "F"

(SPECIFICATION OF CONSTRUCTION)

STRUCTURE	: -	R.C.C. frame structure.
WALL	: -	Outer Brick Wall – 06 inch thick. Inner Brick Wall – 04 inch thick
PLASTER	: -	Smooth Cement Plastering Inner & Outer
FLOORING	: -	Ivory base Vitrified tiles (2' x 2') in all Rooms and Balcony Dado Glazed tiles in Toilets / Bathroom / W.C. up to 7.00 Fts. height
KITCHEN	: -	Granite Ota Verandah in Kitchen with S.S. Sink & Tiles upto lintel level
WINDOW	: -	Power Coated Aluminum Sliding Windows with Tinted Glass and M.S. safety grills
DOORS	: -	Main Door – Imported Steel Door Other Doors – Cement Frame with Flush Door Panels
ELECTRIFICATION	: -	Power Points - 16 AMP & 5 AMP) in Drawing Room & Kitchen Power Points 5 (AMP) and Light Points in all Bed Rooms, Toilet & W.C. All Electric material / goods will be of standard I.S.I. mark
PLUMBING	: -	Standard I.S.I. mark Plumbing of UPVC and CPVC type all over
	: -	C.P. Showers / Taps / Flush Cocks in Bathrooms and Kitchen 1 Tap in Washing Place 1 Basin of Standard Size in passage near W.C.
PAINTING	: -	Exterior Building – Waterproof Cement base Paint. Putty with Plastic Paint internally in all Rooms, Kitchen & Bathrooms
TERRACE	: -	Common to all and covered with Sheet
PARKING	: -	Open / Stilt Parking of Apartment owners
LIFT	: -	Lift with Automatic Rescue device (06 Pax. Capacity)
COMPOUND WALL	: -	Compound Wall on all sides with M.S. Grill gate.
FIRE SAFETY	: -	Fire Extinguisher and Fire Alarm and Fire fighting equipments and Fire Escape through external and separate stair case in building
WATER	: -	Borewell Water + Sump + Overhead Water Tank on Terrace