Vardan
BUILDCON
real value in a changing world

PROFORMA ALLOTMENT LETTER

To,

_____
_____
_____
_____

Ref No : _____
Date : _____

Dear Sir / Madam,

Further to your desire for purchase of an apartment in our Scheme **"PRERNA ORBIT"** being situated at Plot no 89, 90, 111, 112, Kh no. 137/2 and 137/4 Ph. No. 7, Sheet No. 61/II, City Survey No. 49 of Mouza Dabha, Taluka Nagpur, District Nagpur, State Maharashtra.

We are pleased to Allot Apartment No. _____on the _____Floor for a value consideration of Rs._____ (Rupees _____Only). (Excluding GST, Stamp Duty, Registration Charges Etc Complete).

You a-re requested to enter into an Agreement to Sell for the said Apartment with us and get the same registered within 30 days from the date of this Allotment.

The other terms and conditions of Allotment of the said Apartment No _____to you have been given in detail along with the Schedule of Payment and Specifications agreed to be provided, in the agreement to sell to be executed with you. This Allotment is however subject to your fulfilling the terms and conditions of the Allotment satisfactorily.

Thanking you and with assurance of the best of our cooperation at all times.

Yours Sincerely,
For Vardan Buildcon

Authorised Signatory

I/We have received this allotment letter for peaceful and vacant possession of the above mentioned property.

(Sign by Purchaser)

AGREEMENT TO SELL

(Agreed cost _____ & Market valued Rs _____)

Apartment No._____ IN "PRERNA ORBIT")

Constructed on Plot No. Plot No. 89, 90, 111 and **Plot No. 112**

Murarka Shivhare Housing Complex Private Limited Layout

Sheet No. 61/II, City Survey No. 49 of **Mouza Dabha**

Ward No. 68 Tahsil & District – NAGPUR

THIS Agreement to sale is made on this ___ day of ____ 2019 BETWEEN:-

M/S. VARDAN BUILDCON, (PAN : ABFFM8843D) a registered Partnership Firm, having its office at Plot No. 212, Behind Vijaya Bank, Shankar Nagar, Nagpur, acting through its Partner **(1) SMT. PRERNA W/O. NILESH MAHAJAN** Aged about 37, Occupation : Business **(PAN : AKKPM7108H)** R/o Plot No. 212, Bajaj Nagar, Nagpur, Th. & Dist. Nagpur-440010 **(2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE,** Aged about 62, Occupation: Business **(PAN: AFIPC2217A)** R/o Plot No. 212, Bajaj Nagar, Nagpur, Th. & Dist. Nagpur-440010 hereinafter called as **VENDORS/ PARTY No. 1** which expression shall unless repugnant to the context or meaning thereof always mean and include the said vendor as well as its legal heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

AND

01) _____, aged about _____yrs, Occupation _____ ,(PAN: _____) 02) _____aged, about _____ yrs , Occupation_____ ,(PAN : _____) both R/o _____. Mobile No ( ), hereinafter called as **PURCHASER/S/ PARTY NO. 2** which expression shall unless repugnant to the context or meaning thereof always mean and include the said purchasers as well as his/her/their legal heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

WHEREAS originally All that piece and parcel of the land bearing Kh. No. 137/2 admeasuring 2.08 H.R. and Kh. No. 137/4 admeasuring 1.64 H.R., City Survey No. 49 of Sheet No. 61/II of Mouza-Dabha, P.H. No. 7, Tahsil & District Nagpur was owned and possessed by Murarka Shivhare Housing Complex Private Limited, a private limited company, bearing registration No. 045860 of 1988 by the virtue of two separate registered Sale Deed dated 26/08/1988 & 17/02/1993.

ANDWHEREAS the aforesaid company had demarcated a residential layout upon the said Kh. No. 137/2 & 137/4 of Mouza-Dabha comprising different sizes plot therein.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director had agreed to sell the schedule **Plot No. 89**, admeasuring 139.293 Sq. Mtrs. and **Plot No. 90** admeasuring 139.354 Sq. Mtrs. to **Shri. Sandip Nandkishor Bisani**, by way of executing Agreement to Sell on 14/09/1999.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director had agreed to sell the schedule **Plot No. 111**, admeasuring 139.354 Sq. Mtrs. and **Plot No. 112** admeasuring 139.354 Sq. Mtrs. to **Shri. Haribhau Laxman Mahajan**, by way of executing Agreement to Sell on 29/09/1999.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director Shri. Yogesh Balgovind Shivhare had sold the **Plot No. 89** admeasuring **139.29 Sq. Mtrs**. to Shri. Sandip Nandkishor Bisani, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 3, registered at **Sr. No. 1810/2018 dated 09/05/2018** and by virtue of the said Sale Deed Shri. Sandip Nandkishor Bisani become the absolute owner of the schedule Plot No. 89.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director Shri. Yogesh Balgovind Shivhare had sold the **Plot No. 90** admeasuring **139.29 Sq. Mtrs**. to Shri. Sandip Nandkishor Bisani, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 3, registered at **Sr. No. 1809/2018 dated 09/05/2018** and by virtue of the said Sale Deed Shri.

Sandip Nandkishor Bisani become the absolute owner of the schedule Plot No. 90.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director Shri. Yogesh Balgovind Shivhare had sold the **Plot No. 111** admeasuring 139.354 Sq. Mtrs. to Shri. Haribhau Laxman Mahajan, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 3, registered **at Sr. No. 1793/2018 dated 08/05/2018** and by virtue of the said Sale Deed Shri. Haribhau Laxman Mahajan become the absolute owner of the schedule Plot No. 111.

ANDWHEREAS the aforesaid company i.e. Murarka Shivhare Housing Complex Private Limited through its director Shri. Yogesh Balgovind Shivhare had sold the **Plot No. 112** admeasuring 139.354 Sq. Mtrs. to Shri. Haribhau Laxman Mahajan, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 3, registered at **Sr. No. 1794/2018 dated 08/05/2018** and by virtue of the said Sale Deed Shri. Haribhau Laxman Mahajan become the absolute owner of the schedule Plot No. 112.

ANDWHEREAS the **Plot No. 89** falls within the purview of the Maharashtra Gunthewari Act 2001and Upon deposit of the necessary development charges, the Nagpur Improvement Trust had regularized the said Plot No. 89 vide issuing the Regularization Letter **Permit No. 4571, case No.2018053011, Layout No.1900/Dab/1324, dated 15/06/2018**.

ANDWHEREAS the **Plot No. 90** falls within the purview of the Maharashtra Gunthewari Act 2001and Upon deposit of the necessary development charges, the Nagpur Improvement Trust had regularized the said Plot No. 90 vide issuing the Regularization Letter **Permit No. 4572, case No.201805312, Layout No.1900/Dab/1324, dated 15/06/2018**. to the extent of area admeasuring 139.354 Sq.Mtrs,

ANDWHEREAS the **Plot No. 111** falls within the purview of the Maharashtra Gunthewari Act 2001and Upon deposit of the necessary development charges, the Nagpur Improvement Trust had regularized the said Plot No. 111 vide issuing the Regularization Letter **Permit No. 4574, case No.2018053013, Layout No.1900/Dab/1324, dated 15/06/2018**.

ANDWHEREAS the **Plot No. 112** falls within the purview of the Maharashtra Gunthewari Act 2001 and Upon deposit of the necessary development charges, the Nagpur Improvement Trust had regularized the said Plot No. 112 vide issuing the Regularization Letter **Permit No. 4603, case No.201805313, Layout No.1900/Dab/1324, dated 20/06/2018**.

ANDWHEREAS on 07.12.2018 **Shri. Sandip Nandkishor Bisani** had sold the said **Plot No. 89 and 90** to **M/S. VARDAN BUILDCON,** a registered Partnership Firm, acting through its Partner (1) SMT. PRERNA W/O. NILESH MAHAJAN and (2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 4, registered at **Sr. No. 7355/2018 dated 07/12/2018**.

ANDWHEREAS on 12.12.2018 **Shri. Haribhau Laxman Mahajan** had sold the said **Plot No. 111 and 112** to **M/S. VARDAN BUILDCON,** a registered Partnership Firm, acting through its Partner (1) SMT. PRERNA W/O. NILESH MAHAJAN and (2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE, by executing a registered Sale Deed and same was registered with the office of Sub-Registrar Nagpur No. 4, registered at **Sr. No. 7455/2018 dated 12/12/2018**.

AND WHEREAS by virtue of the above mentioned two separate Sale Deeds **M/S. VARDAN BUILDCON,** a registered Partnership Firm, acting through its Partner **(1) SMT. PRERNA W/O. NILESH MAHAJAN** and **(2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE,** became the sole and absolute owner of the schedule property and its name is also duly mutated in Akhivpatrika as well as in Municipal Corporation Tax Records as an owners thereof.

AND WHEREAS in order to construct a multistoried building upon the schedule **Plot No. 89, 90, 111, and 112, M/S. VARDAN BUILDCON,** a registered Partnership Firm, acting through its Partner **(1) SMT. PRERNA W/O. NILESH MAHAJAN** and **(2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE** had prepared amalgamation plan submitted the proposed plan to the office of Nagpur Improvement Trust, Nagpur and same was duly sanctioned by the said authority vide issuing amalgamation Plan and Permit vide its Permit No. E.A(P)/1688 dated 02/02/2019.

AND WHEREAS in order to construct a multistoried building upon the schedule Amalgamated **Plot Nos. 89, 90, 111, 112 M/S. VARDAN**

BUILDCON, a registered Partnership Firm, acting through its Partner **(1) SMT. PRERNA W/O. NILESH MAHAJAN** and **(2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE** had prepared building plan submitted the proposed building plan to the office of Nagpur Improvement Trust, Nagpur and same was duly sanctioned by the said authority vide issuing sanctioned building Plan and Permit vide its Permit No. B.E.(West)/Case No. AB-W-D-57/Tracking No. 2019020840/2313/955 dated 27/08/2019.

AND WHEREAS the owner had submitted the said scheme to be known and styled as **"PRERNA ORBIT"** u/s 20 to the provision of Maharashtra Apartment Ownership Act, 1970 by executing a registered Deed of Declaration, same was registered with the office of Sub-Registrar Nagpur No. 04, registered at **Sr. No. 7108/2019 dated 16/10/2019**.

AND WHEREAS the Purchaser hereinabove named has satisfied himself/herself/themselves in respect of the Vendor's title to the said property as good valid and marketable.

AND WHEREAS the Purchaser has also seen and approved the Plan of the proposal Multistoried building.

AND WHEREAS the Purchaser being of owning a Apartment in the said Multistoried building for his/her Residential use with heritable rights therein has approached the Vendor and expressed his/her desire and willingness to purchase the Undivided proportionate share and interest in the said **Plot No. Plot No. 89,90, 111** and **Plot No. 112** Together with the entire R.C.C. superstructure comprising Apartment No.-------- on ---------- Floor of **"PRERNA ORBIT"** the Considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid properly to his Purchaser for a total consideration of Rs. ----------/- (Rupees ----------) Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) AT the VENDORS will SELL and PURCHASER/S will BUY THE UNDIVIDED ---------- PERCENT share and interest in All that piece and parcel of land bearing ALL THAT piece and parcel of land bearing **Plot No. 89** admeasuring about 139.293 sq. mtrs., **Plot No. 90,** admeasuring 139.354 sq. mts., **Plot No. 111** admeasuring about 139.354 sq. mtrs. and **Plot No. 112,** admeasuring 139.354 sq. mts. (total admeasuring for all Plots is 557.355 Sq.Mtrs- as per Amalgamation Letter) being a portion of entire land bearing **Khasra No. 137/2 and 137/4**, P. H. No. 7, Sheet No. 61/II, City Survey No. 49 of **Mouza Dabha**, situated in the layout of Murarka Shivhare Housing Complex Private Limited, in **Ward No.**

68, within the limits of Nagpur Municipal Corporation & Nagpur Improvement Trust, Nagpur, Tahsil & District – NAGPUR, TOGETHERWITH the entire R.C.C superstructure comprising Apartment No.--------- covering a Built up area of --------- sq. Mtrs. on the ---------- Floor of a Building proposed to be constructed thereon and to be known and styled as **"PRERNA ORBIT"** situated within the limits of the City of Nagpur Municipal Corporation, Nagpur, Nagpur and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

2) THAT the total price agreed is Rs. ----------/- (Rupees ----------) only which the Purchaser has specifically agreed to pay to the vendor in the following manner.

MANNER OF PAYMENT

10%	(Rupees ----------) only paid by the Purchaser/s to the Vendor towards Booking / Application Money / Agreement Amount, whereof is hereby acknowledge by the Vendors. (Not Exceeding 10% of Total Consideration)
20%	(Rupees ----------) only agreed to be paid by the purchaser/s to Vendors on or before completion of Plinth. (Not Exceeding 30% of Total Consideration)
15%	(Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before casting of Second Floor Slab. (Not Exceeding 45% of Total Consideration)
15%	(Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before casting of Forth Floor Slab. (Not Exceeding 60% of Total Consideration)
15%	(Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before completion of Individual Brick Work. (Not Exceeding 75% of Total Consideration)
10%	(Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before completion of Internal & external Plaster. (Not Exceeding 85% of Total Consideration)

10% (Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before completion of Sanitary & Plumbing Fitting/ Finishing work. (Not Exceeding 95% of Total Consideration)

5% (Rupees ----------) only agreed to be paid by the Purchaser/s to the Vendors on or before taking over actual possession of the chosen apartment or at the time of Sale Deed whichever is earlier. (Not Exceeding 100% of Total Consideration)

_____

Rs. ---------- (TOTAL RUPEES ---------- ONLY)

_____

3) THAT the Purchaser/s shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the purchaser/s that, the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT

4) THAT it is agreed by the purchaser/s that this Agreement shall automatically stand terminated and cancelled IMMEDIATELY on the Purchasers failure to pay any of the above installments on due dates. It is specifically understood by the Purchaser/s that extension of time for payment of any of the installments shall be granted to her/him/them by the Vendors only. In the event of such termination/cancellation of this Agreement the Vendors shall be at full liberty to resell the said Apartment together with the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchaser/s and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by them, to the Purchaser/s free of any interest thereon and also after deducting there from a fixed sum of Rs. 50,000/-(Rupees Fifty Thousand) only by way of liquidated damages. It is also specifically understood by the Purchaser/s that the delay in securing sanction to the Housing Loan, if any, applied for by her/him/them, shall not be a ground for non payment of any of the installments on due dates.

5) THAT the Undivided _____ Percent share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

6) THAT the Purchaser/s has satisfied herself/himself/Themselves with respect to the Vendor's title to the said property as good, valid and marketable and he/she/They have accepted the same without any further

investigation, he/she/they have also satisfied himself/herself/themselves about the Vendor's right to enter into this Agreement with the Purchaser/s.

7) 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 outgoings agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces/premises in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered, the same and if any miss-statement, error or omission shall be discovered, the same shall not annul this contract/Agreement but all the same such miss-statement error or omission will always be subject to correction by the Parties hereto.

8) THAT it is understood by the Purchaser/s that the Vendors shall remain exclusive in charge of the entire development of the proposed building in all respects without any let, hindrance or interference by the Purchaser/s.

9) THAT the Vendors shall erect and develop the proposed multistoried building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Building Engineer of the Nagpur Municipal Corporation and the specifications mentioned in ANNEXURE-A appended thereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Vendors at the request of the Purchaser/s subject to extra payment thereof to be made by him/her/them in advance.

10) That the Vendors have reserved their right to construct the additional structure /Apartments if there will be any increased in permissible F.S.I. by the competent authorities and they further reserve their right to amend the Deed of Declaration and also get the Revised Building Map from the competent authority and for that the purchaser had also given his/her/their No-objection for the same by this agreement itself.

11) THAT the Vendors have reserved their right to revise the sanctioned plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust.

12) THAT the Purchaser/s has/have finally chosen to own and possess the Apartment No. _____ on the _____ FLOOR of the proposed building more particularly described in the Second Schedule hereunder written.

13) THAT the Vendors shall not deliver the actual possession of the said Apartment to the Purchaser/s until the charges for installation of electric and water meters, legal expenses including Stamp Duty and Registration Fees and Sales Tax/Turn Over, VAT Service Tax, GST and any other Tax etc. are paid by him/her/them in full to them.

14) THAT the Vendors shall be exclusive in charge of the construction without any let, hindrance or interference by the Purchaser/s or any other contractor

and under no circumstances the Purchaser/s shall enter into any building contract in respect of his/her/their Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by him/her/them shall be void and not all binding upon the Vendors.

15) THAT during the period of building development the Purchaser/s with two days advance intimation to the Vendors may enter upon the said Plot of land to inspect the Plans, specifications and the building materials, if available at site.

16) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser/s and each of the other buyers in the said Building, the Vendors have executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 which is duly Registered in the Office of the Sub-Registrar Nagpur No. 04, registered at **Sr. No. 7108/2019 dated 16/10/2019**.. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s.

17) THAT the Purchaser/s agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed and as are not set forth herein, but which may be deemed necessary of expedient to regulate the easement rights of the other Apartments owners interest in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

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

19) THAT in the event of the Purchaser/s committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end the amount till then subscribed by the Purchaser/s towards to cost of construction of the Apartment chosen by him/her/them shall be refunded to him /her/them free of any interest thereon and also after deducting there from a Fixed sum of Rs.50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages within 3 (THREE) Months from the date, this Agreement stands terminated/cancelled and in such event her/his/their right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendors shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer without any further notice or reference to the Purchaser/s.

20) THAT the Purchaser/s hereby specifically agrees with the Vendors that even after her/his/their taking over the actual possession of the Apartment chosen by her/him/them, she/he/they will not object or prevent or obstruct the Vendors in any way carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

21) THAT the Purchaser/s agrees that she/he/they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

22) THAT the Purchaser/s shall individually pay all Corporation Taxes and Ceases etc. as may be levied on the Apartment chosen by her/him/them with effect from the date of Registration of the Sale Deed or from the date of her/his/their taking over actual possession thereof whichever may be earlier.

23) THAT the Vendors shall deliver the actual possession of the undivided share and interest in the said Plot of land Together with Apartment No. _____ on the _____ Floor hereby agreed to be sold to the Purchaser/s or her/his/their nominee(s) at the time of Registration of the Sale Deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser/s shall hold the said Plot of land jointly with the other co-owners thereof and the Apartment chosen by her/him/them absolutely with heritable and transferable rights therein.

24) THAT the Purchaser/s hereby agrees not to occupy the said Apartment without prior written permission of the Vendors else she/he/they shall be treated as a trespasser.

25) THAT the Vendors does hereby agrees with the Purchaser/s that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp duty and Registration fees, payment of Sales Tax and all other Taxes and Cases that may be levied and payable at the time of Registration from her/him/them, it 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 No. _____ on the _____ FLOOR in favour of the Purchaser/s or the nominees with the law in force.

26) THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other Co-owners thereof. However the Apartment chosen by her/him/them in the proposed building shall be owned and possessed by her/him/them exclusively with heritable and transferable rights therein.

27) THAT the Purchaser/s shall pay proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his/their Undivided share in the said land to the concerned authorities with effect from the date or Registration of the Sale Deed onwards and shall always keep the Vendors indemnified against such payments.

28) THAT it is understood by the Purchaser/s that the Vendor shall display any type of board, signs, banners, hoardings, towers etc. on any exterior part / Terrace of the building and the Purchaser will neither object/disturb it, nor shall obstruct it's visibility in any way. The Vendor shall not pay nor shall the Purchaser demand any rent etc. for any signs displayed by it.

29) THAT it is understood by the Purchaser/s that the proposed development is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as ANNEXURE-A. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus one percent variation in dimensions shown in sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

30) THAT the Vendors shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser/s to the manufacturer of such items keeping the Vendors Indemnified against the same. However the Vendors shall use and install standard proprietary items in the said Apartment and it shall also see that it is properly working at the time of installation.

31) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at her/his address as described above.

32) THAT the Purchaser/s undertakes to notify in writing any change in her/his/their address to the Vendors.

33) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.

34) THAT all expenses on account of preparation of all kinds of documents, cost of Stamp Duty, Registration Fees and other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the PURCHASER/S.

35) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT piece and parcel of land bearing Amalgamated **Plot No. 89** admeasuring about 139.293 sq. mtrs., **Plot No. 90,** admeasuring 139.354 sq. mts., **Plot No. 111** admeasuring about 139.354 sq. mtrs. and **Plot No. 112,** admeasuring 139.354 sq. mts. (total admeasuring for all Plots is 557.355 Sq.Mtrs- as per Amalgamation Letter) being a portion of entire land bearing **Khasra No. 137/2 and 137/4**, P. H. No. 7, Sheet No. 61/II, City Survey No. 49 of **Mouza Dabha**, situated in the layout of Murarka Shivhare Housing Complex Private Limited, in **Ward No. 68**, within the limits of Nagpur Municipal Corporation & Nagpur Improvement Trust, Nagpur, Tahsil & District – NAGPUR and same is bounded as under :

East	:	Plot No. 88 and 113
West	:	Plot No. 91 and 110
North	:	Road
South	:	Road

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THE R.C.C. Superstructure comprising Apartment No. ___ covering a Built-up area of _____ Sq. Mtrs. Super Built-up area of _____ Sq. Mtrs. On the _____ FLOOR of a Building proposed to be constructed thereon and to be known and styled as **"PRERNA ORBIT"**

IN WITNESS WHEREOF the VENDORS and the PURCHASER/S here in above named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

VENDOR / PARTY NO. 1

M/S. VARDAN BUILDCON,
registered Partnership Firm acting through its Partner
(1) SMT. PRERNA W/O. NILESH MAHAJAN
(Partner Vardan Buildcon)

(2) SHRI. VIJAY S/O. CHINTAMAN CHAPHALE
(Partner Vardan Buildcon)

PURCHASER / PARTY NO. 2

WITHNESS:

1)

2)

SPECIFICATIONS OF APARTMENT IN PRERNA ORBIT

ANNEXURE – A

A. SPECIFICATION IN APARTMENT

ANNEXURE – A

Sn	Particular / Area	Material	Specification / Make / model
1	**Tiles**		
a)	Vitrified Tiles Hall, Dining, Bedrooms Kitchen and passage.	Vitrified Tiles	Asian/Somani/Johnson/Morbi / Equivalent make (600mm X600mm), 24 X 24 inches
b)	Balcony/Terrace anti Skit tiles	Anti-Skit Tiles	Asian/Somani/Johnson, Morbi / Equivalent make (300mm X300mm)
c)	Bathroom Flooring	Ceramic Titles	Asian/Somani/Johnson, Morbi / Equivalent Make (300mm X300mm)or equivalent price
d)	Toilet Dado	Upto 7 ft. height	Asian/Somani/Johnson, Morbi / Equivalent make (300mm X 450mm)or equivalent price
e)	Kitchen wash area tiles	Ceramic tiles	Asian/Somani/Johnson, Morbi / Equivalent make (300mm X300mm) or equivalent price
2	**Kitchen**		
a)	Kitchen platform	Black / Brown Granite top	2'3'ft
b)	Single Basin S.S. Sink	S.S. Sink	Plumber, Bharat or equivalent price
3	**Electrification**		
a)	Hall, Kitchen, Dining and Bedroom		4.5 point
b)	Bedroom		1 AC point
c)	Balcony/ Terrace area		1 light point
			1 Plug point for Washing machine in Washing Area.
d)	Bathroom		1 Light point.1 plug point for Geyser.
e)	Hall / Bedroom All electrical accessories are semi – modular type	Wire	T.V, Telephone Socket (1 each) KEI / CRI / Anchor / Equivalent.
4	**Sanitary Fitting**		
a)	Toilets	1 Wash Basin, Commode with Cover System/Shower, Orissa Pan etc.	Cera/Johnson/ Benevela / Soncera Equivalent Make
b)	CPVC plumbing line (Internal)	0.5 to 2.00 inches	Prince/ Astral/Kisan / Plasto / Ashirwad or equivalent Make
c)	SWR Pipeline/ Storm water/Sewer	0.5 to 6.00	Prime / Astral / Kisan / Plasto / Ashirwad or equivalent make.
5	**Windows**		

a)	2 track Aluminum Powder Coated	1.1 mm Thick	Hindalco/Calco/Any Equivalent Grade 4.00 MM plain/Bajri Glass/ Saint Gobin/Asai or equivalent price.
6	**Ventilators**		
a)	Aluminum Louvers		Hindalco/Calco/Any Equivalent Grade 4.00 MM plain/Bajri Glass/ Saint Gobin/Asai or equivalent price.
7	**Doors**		
a)	Main Door Frame	Teak Wood	Teak Wood Door Frame
b)	All Doors Frames except Main Door	Concrete Frame / Wooden Frame	Bothra Bricks / Vendura / Accent Furnitech or equivalent price.
c)	Bedroom Doors / Bathrooms / Flush Door / Other Doors		30 mm tick factory made flush doors with 1 side lamination.
d)	Main Doors	Teak Wood	35 mm Thick Decorative Veneer Finish / Polish on Flush Door / Bajaj or Any Equivalent Multiple locking Secure Door.
8	**Doors Fittings**		
	On flush doors	S.S make or mortise lock for front door only	Aldrop / Tower Bolt / Stopper Handle and mortise lock.
9	**Grills**		
a)	Bedrooms and Hall	M.S Material	M.S. Grill 10mm square Bar & square pipe as per drawing or equivalent price.
10	**Painting**		
a)	Walls in hall, kitchen, Bedrooms and passage	OBD 2 Coat putty	Asian / Shalimar / Nerolac / Nippon White / Birla White / Equivalent Make
b)	Ceiling	2 Coat white cement	White Birla white or equivalent / Nippon price.
11	**Railing**		
a)	Terrace Railing		Part Brick work & part M.S Steel railing with 2 coat of primer and paint
b)	Common Area Staircase	M.S Railing / Steel Railing	M.S Fabricated made
12	Common area staircase steps	Kadappa / Kota / Ceramic tiles	Kota Stone / Kadappa Stone or Ceramic Tiles.
13	Common Entry and Exit in the Building	Ceramic Tiles flooring and cladding on lift entry wall with Tile Finish	Asian / Somani / Johnson/ Swastik / Morbi / Equivalent Make 300mm X 300mm, 450mm X 450mm or equivalent.
14	Margin Area the Building	Paver blocks	Ultra / Victo / Mahavir Bricks or price any equivalent brand.
15	Lifts		
a)	1 Nos. Passenger Lifts	Capacity 6 Passenger	Kone / Otis / Johnson / ECE or Equivalent Make

NOTE: - All expenses towards Electric Meter, M.S.E.B. Room, Transformer, Cable Charges, ORC & SLC charges, Water Meter, Solar Water Heater, Sale

Deed Expenses, Goods and Services Tax (GST), Service Tax, or any other taxes levied by State or Central Government or any authority shall be borne by Apartment Owner.