

AGREEMENT TO SALE

(Agreed cost _____ & Market valued Rs _____)

Apartment No. _____ IN "SHIV BRIGHTON-IV")

(On the Kh. No. 59/2/2, admeasuring 8198 Sq. Mtr.)

situated in Mouza - Panjri (Bz).

THIS Agreement to sale is made on this 16th day of January 2020
BETWEEN :-

OM SHIVAM BUILDCON PRIVATE LIMITED, a Company duly incorporated under the Companies Act, 1956, bearing Corporation Certificate No. U 45200 MH2004 PTC149476, having its Office at 3rd Floor, "ROHERA ARCADE" Ajni Square, Wardha Road, Nagpur - 440015, (PAN : AAACO7165P) acting through its Director Shri. Ravindra s/o Kisanrao Kapse, Aged about 52 years, Occupation: Business, (UID : 274196369878) R/o Plot No. 182-A, Pandey Layout, Khamla Nagpur-440025, hereinafter called as **VENDOR/ PARTY NO1** which expression shall unless repugnant to the context or meaning thereof always mean and include the said vendor as well as his legal heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

Mr./ Mrs. _____ S/o./W/o. _____ aged about _____
_____ Yrs Occupation : _____ R/o _____
_____ 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**. (PAN No. _____)

WHEREAS originally All that piece and parcel of entire land bearing Kh. No. 59/2, admeasuring about 1.49 Hec. R, comprising of 10 Plots as per the old layout plan held in Occupancy Class-1 Rights of Mouza - Panjri (Bz), was owned and possessed by M/s. Novel Residential Infrastructure, a Partnership Firm, acting through its Partners, 1) Yashoda Hybrid Seeds Private Limited, acting Through its Director Shri. Shankar S/O Diwanji Pawade, 2) Om Shivam Buldcon Private Limited, acting through its Director Shri. Ravindra S/O

Kisanrao Kapse and 3) **Shri. Ashok Kumar S/O Purnamal Agrawal** having been acquired by it by virtue of Various Registered Sale Deeds including the Sale Deed dated 15/02/2014, bearing its Sr. No. 1032/2014, Sale Deed dated 07/09/2013, bearing its Sr. No. 4508/2013, Sale Deed dated 14/08/2014, bearing its Sr. No. 4785/2014, Sale Deed dated 05/02/2014, bearing its Sr. No. 786/2014, Sale Deed dated 14/02/2014, bearing its Sr. No. 1005/2014, Sale Deed dated 17/01/2014, bearing its Sr. No. 411/2014, Sale Deed dated 27/09/2013, bearing its Sr. No. 4838/2013, Sale Deed dated 04/07/2014, bearing its Sr. No. 3942/2014, Sale Deed dated 27/06/2014, bearing its Sr. No. 3785/2014, Sale Deed dated 21/10/2014, bearing its Sr. No. 6123/2014.

AND WHEREAS, Om Shivam Buildcon Private Limited, acting through Its Director Shri. Ravindra S/O Kisanrao Kapse had retired from the said Business/Partnership Firm i.e. **M/s. Novel Residential Infrastructure** on 13/03/2018, and accordingly a Deed of Retirement is duly Notarized on 19/03/2018 vide its Notarial Registration No. 13570 to that effect and in view of the said retirement Deed, **M/s. Om Shivam Buildcon Private Limited**, acting through Its Director Shri. Ravindra S/o. Kisanrao Kapse had also get the land admeasuring 0.6717 HR out of Land admeasuring 1.49 HR being a portion of Land bearing Kh. No. 59/2 towards its share in the said partnership firm.

AND WHEREAS in order to give effect to separate the share of **Om Shivam Buildcon Private Limited**, which was acquired by it towards its share after being retire from the said **M/s. Novel Residential Infrastructure**, the aforesaid owner had applied U/s. 85 of Maharashtra Land Revenue Code 1966 for partition of the said land to the Naib Tahasildar Nagpur (Rural) which was registered as Rev. Case No. 06/SRV-43/2017-2018.

AND WHEREAS after conducting the enquiry and after following due process of Law, The Naib Tahasildar Nagpur (Rural) by its order dated 09.04.2018, separated the land admeasuring 0.6717 HR out of 1.49 HR being a portion of land bearing Kh. No. 59/2 towards the share of **Om Shivam Buildcon Private Limited** and remaining land admeasuring 0.8198 HR out of 1.49 HR being a portion of land bearing Kh. No. 59/2 came to the Share of **M/s. Novel Residential Infrastructure**, a Partnership Firm, acting through its Partners, 1) **Yashoda Hybrid Seeds Private Limited**, acting Through Its Director Shri. Shankar S/O Diwanji Pawade, and 2) **Shri. Ashok Kumar S/O**

Puranmal Agrawal, and accordingly the entry to that effect was also recorded in the 7/12 extracts.

AND WHEREAS Om Shivam Buldcon Private Limited, became the Owner of Land admeasuring about 0.6717 Hec. R. and the said portion of land was renumbered as New Kh. No. 59/2/3 and entry of the same is also reflected in 7/12 extract and **M/s. Novel Residential Infrastructure**, a Partnership Firm, acting through its Partners, 1) **Yashoda Hybrid Seeds Private Limited**, and 2) **Shri. Ashok Kumar S/O Puranmal Agrawal** became the Owners of Land admeasuring about 0.8198 Hec. R. and the said portion of land was renumbered as New Kh. No. 59/2/2 and entry of the same is also reflected in 7/12 extract.

AND WHEREAS M/s. Novel Residential Infrastructure, a Partnership Firm, acting through its Partners, 1) **Yashoda Hybrid Seeds Private Limited**, and 2) **Shri. Ashok Kumar S/O Puranmal Agrawal** thereafter sold out the Land admeasuring about 0.8198 Hec. R. bearing New Kh. No. 59/2/2 to the **Om Shivam Buldcon Private Limited** the owner herein above by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar Nagpur No. 7, at Sr. No. 10312/2019, dated 05/10/2019.

AND WHEREAS the aforesaid Owner had intended to develop the aforesaid land by constructing the group housing scheme upon the said land and accordingly the aforesaid owner submitted the proposed map of the proposed group housing scheme with the office of Nagpur Improvement Trust and the same was duly sanctioned by the Building Engineer Nagpur Improvement Trust vide granting the Building permit bearing No. B.E.(NMRDA)South/Nagpur/(Rural) No. MB-NG-PAN-59/2019070940/1668 Dtd. 14/01/2020 (Dispatch Date-15/01/2020).

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

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

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 Plots Together with the entire R.C.S. superstructure comprising Apartment No. ____ on ____ Floor of "**SHIV BRIGHTON-IV**"

AND WHEREAS the Considering her/his request and after detailed negotiations the Vendor and Developer has now agreed to sell the aforesaid property to the 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 VENDOR will SELL and PURCHASER will BUY THE UNDIVIDED _____% PERCENT share and interest in All that piece and parcel of Bhumiswami land bearing Kh. No. 59/2/2, having total area admeasuring 0.8198 H.R., (8198 Sq. Mtr.) held in Occupancy Class-1 Rights of Mouza - Panjri (BZ), P.H. No. 42, togetherwith all types of Trees, Shrubs, Passage, Right of Path ways, Water Courses and all other Easementary rights appurtenant and belonging thereto, situated at Village - Panjri(BZ), within the Limits of Grampanchayat - Panjri (BZ) in Tahsil Nagpur (Rural) and District Nagpur, TOGETHERWITH the entire R.C.C superstructure comprising Apartment No. _____ covering a 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 "SHIV BRIGHTON-IV" 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

Rs. _____=00 (Rupees _____ Only) of consideration amount paid by the Purchaser to the Vendor towards booking amount, the receipt whereof is hereby acknowledge by the Vendor

Rs. _____=00 (Rupees _____ Only) of consideration amount agreed to be paid to Vendor on or at the time execution of Agreement to Sell.

Rs. _____=00 (Rupees _____ Only) of consideration amount agreed to be paid by the

Purchaser to the Vendor on or before completion of the plinth work.

Rs. _____=00

(Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Ground Floor Slab.

Rs. _____=00

(Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of First Floor Slab.

Rs. _____=00

(Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Second Floor Slab.

Rs. _____=00

(Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Third Floor Slab.

Rs. _____=00

(Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Fourth Floor Slab.

Rs. _____=00

(Rupees _____ Only) of Consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Fifth Floor Slab.

Rs. _____=00

(Rupees _____ Only) of Consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Sixth Floor Slab.

Rs. _____=00

(Rupees _____ Only) of Consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Seventh Floor Slab.

Rs. _____=00

(Rupees _____ Only) of Consideration amount agreed to be paid by the Purchaser to the Vendor on or before casting of Eighth Floor Slab.

Rs. _____=00 (Rupees _____ Only) of Consideration amount agreed to be paid by the Purchaser to the Vendor on or before completion of individual Brick work.

Rs. _____=00 (Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before completion of Finishing work.

Rs. _____=00 (Rupees _____ Only) of consideration amount agreed to be paid by the Purchaser to the Vendor on or before taking over actual possession of the chosen apartment or at the time of sale Deed whichever is earlier.

Rs. _____ (TOTAL RUPEES _____ ONLY)

- 3) THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the purchaser that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore 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 that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor and Developer. In the event of such termination/cancellation of this Agreement the Vendor and Developer shall be at full liberty to resell the said Apartment together with the Undivided proportionate share and interest in the said Plots of land to any other intending buyer without any further intimation or notice to the Purchaser 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 it, to the Purchaser 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 that the delay in securing sanction

- to the Housing Loan, if any, applied for by her/him, shall not be a ground for non payment of any of the installments on due stages.
- 4) THAT the Undivided ____% Percent share and interest in the said land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.
 - 5) THAT the Purchaser has satisfied her/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation, She/He has also satisfied herself/himself about the Vendor's right to enter into this Agreement with the Purchaser.
 - 6) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces/premises in the proposed building affecting the same and if any misstatement, error or omission shall be discovered, the same and if any misstatement, error or omission shall be discovered, the same shall not annul this contract/Agreement but all the same such misstatement error or omission will always be subject to correction by the Parties hereto.
 - 7) THAT it is understood by the Purchaser that the Vendor and Developer 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.
 - 8) THAT the Vendor and Developer 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 Vendor and Developer at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.
 - 9) That the Vendor and Developer has 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 No-objection for the same by this agreement itself.

- 17) 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 or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.
- 18) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IP SO FACTO come to an end the amount till then subscribed by the Purchaser towards cost of construction of the Apartment chosen by her/him shall be refunded to her/him 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 right to purchase the Undivided ____% Percent share and interest in the said land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor and Developer 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.
- 19) THAT the Purchaser hereby specifically agrees with the Vendor and Developer that even after her/his taking over the actual possession of the Apartment chosen by her/him, she/he will not object or prevent or obstruct the Vendor and Developer 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.
- 20) THAT the Purchaser agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.
- 21) THAT the Purchaser shall individually pay all Corporation Taxes and Ceases etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.
- 22) THAT the Vendor and Developer shall deliver the actual possession of the Undivided share and interest in the said Plot of land Together with Apartment No. 102 on the First Floor hereby agreed to be sold to the Purchaser or her/his nominee(s) at the

- 10) THAT the Vendor and Developer has reserved their right to revise the sanctioned plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust.
- 11) THAT the Purchaser has 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.
- 12) THAT the Vendor and Developer shall not deliver the actual possession of the said Apartment to the Purchaser 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 and any other Tax etc. are paid by her/him in full to them.
- 13) THAT the Vendor and Developer shall be exclusive in charge of the construction without any let, hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not all binding upon the Vendor.
- 14) THAT during the period of building development the Purchaser with two days advance intimation to the Vendor and Developer may enter upon the said Plot of land to inspect the Plans, specifications and the building materials, if available at site.
- 15) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and Developer and each of the other buyers in the said Building, the Vendor has 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. ____ in Book No. ____ at Serial No. ____ on ____ . The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.
- 16) THAT the Purchaser 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.

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 shall hold the said Plot of land jointly with the other co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

- 23) That the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor and Developer else she/he shall be treated as a trespasser.
- 24) That the Vendor and Developer does hereby agrees with the Purchaser that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp duty and Registration fees, payment of Sales Tax and all other Taxes and Cases that may be levied and payable at the time of Registration from her/him, 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 or the nominees with the law in force.
- 25) That on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.
- 26) That the Purchaser shall pay proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed onwards and shall always keep the Vendor and Developer indemnified against such payments.
- 27) That it is understood by the Purchaser that the Vendor and Developer 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 and Developer shall not pay nor shall the Purchaser demand any rent etc. for any signs displayed by it.
- 28) That it is understood by the Purchaser 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 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 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.

- 29) That the Vendor and Developer 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 to the manufacturer of such items keeping the Vendor and Developer indemnified against the same. However the Vendor 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.
- 30) 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.
- 31) That the Purchaser undertakes to notify in writing any change in her/his address to the Vendor and Developer.
- 32) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.
- 33) 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.
- 34) 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 Kh. No. 59/2/2, having total area admeasuring 0.8198 H.R., (8198 Sq. Mtr.) held in Occupancy Class-1 Rights of Mouza - Panjri (BZ), P.H. No. 42, togetherwith all types of

Trees, Shrubs, Passage, Right of Path ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village - Panjri(BZ), within the Limits of Grampanchayat - Panjri (BZ) in Tahsil Nagpur (Rural) and District Nagpur, and bounded as under :-

On the East : Kh. No. 59/2/1
 On the West : Kh. Nos. 48, 49, 57, 58
 On the North : Shiv Pandhan
 On the South : Kh. No. 59/2/3

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THE R.C.C. Superstructure comprising Apartment No. ____
 Covering a Super Built-up area of ____ Sq. Mtrs. On the ____
 FLOOR of a Building ____ of the Group housing scheme
 proposed to be constructed thereon and to be known and styled as
 "SHIV BRIGHTON-IV",

IN WITNESS WHEREOF the VENDOR, and the PURCHASER 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.

WITNESSES :

1) _____


 OM SHIVAM BUILDCON
 PRIVATE LIMITED, acting
 through its Director Shri.
 Ravindra s/o Kisanrao Kapse
 Party No. 1

2) _____

 PURCHASER/S
 Party No. 2