AGREEMENT TO SALE

(Agreed cost Rs. _____ & Market valued Rs _____)

Apartment No.____ IN " SHIV BRIGHTON III")

To be constructed on Kh. No. 59/2/3 Of Mouza: Panjri (BZ)

This Agreement to sale is made on this _____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. CHANDRASHEKHAR S/O KISANRAO KAPSE,** Aged about 45 years, Occupation: Business, **(UID : 274196369878)** R/o Plot No. 182-A, Pandey Layout, Khamla Nagpur-440025 hereinafter called the OWNER/ VENDOR/ PARTY NO1 which expression shall unless repugnant to the context or meaning thereof always mean and include the said vendor as well as it legal heirs, legal representatives, executors, administrators, successors and assigns) of the FIRST PART.

AND

_____ , aged about ____ yrs Occupation : _____ (PAN NO. _____),(UID: ____) R/o _____, Nagpur 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 purchaser/s as well as his/her/their legal heirs, legal representatives, executors, administrators, successors and assigns) of the SECOND PART.

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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 Buildcon Private Limited, acting through Its Director Shri. Ravindra S/O Kisanrao Kapse and 3) Shri. Ashok Kumar S/O Puranmal 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.

ANDWHEREAS 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

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admeasuring 0.8198 HR out of 1.49 HR being a portion of land bearing Kh. No. 59/2 towards 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.

ANDWHEREAS Om Shivam Buildcon 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 WHEREAS Vendor is developing and constructing the Residential Group Housing Scheme upon the schedule land as per the Development Plan sanctioned by the Nagpur Metropolitan Region development Authority, Nagpur by executing the Development Agreement dated 16/09/2019 and building plan was duly sanctioned by the said authority by issuing sanctioned Building Plan and permit bearing Permit No. B.E.(NMRDA)/SOUTH/NAGPUR(RURAL)/NO.NG-PAN/59/2/3/201907117 /1869/B/P-302 dated 15/01/2020.

AND WHEREAS the Vendor had submitted the said scheme to the provisions of Maharashtra Apartment Ownership Act, 1970 by executing a registered Deed of Declaration, same was registered in the office of Sub-Registrar Nagpur Rural at Sr. No._____ dated _____. As per the contents of the Deed, the scheme was known and styled as "SHIV BRIGHTON-III".

AND WHEREAS The Vendor had also registered the scheme to the Maharashtra Real Estate Regulatory Authority vide its registration No. _____, date._____

AND WHEREAS the Purchaser hereinabove named has satisfied himself/herself / themselves in respect of the Vendor's title and developers rights 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/he:/ their Residential use with heritable rights therein has approached the Vendor and expressed his/her/ their desire and willingness to purchase the Undivided proportionate share and interest in the said Plot No. 30 Together with the entire R.C.C. superstructure comprising Apartment No.____ on ___ Floor of "SHIV BRIGHTON-III".

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AND WHEREAS the Considering her/his/ their request and after detailed negotiations the Vendor has now agreed to sell the aforesaid properly to his Purchaser/s for a total consideration of Rs. _____ (Rupees _____ Lacs only) upon the following terms and conditions.

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

1) That the VENDOR will SELL and PURCHASERS will BUY THE UNDIVIDED _____ % share and interest in All that piece and parcel of land bearing Kh. No. 59/2/3, having total area admeasuring 0.6717 Hec. R., (6717 Sq. Mtr.) held in Occupancy Class-1 Rights of Mouza – Panjri (BZ), P.H. No. 42, situated at Village – Panjri(BZ), within the Limits of Grampanchayat – Panjri (BZ) in Tahsil Nagpur (Rural) and District Nagpur having 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 "SHIV BRIGHTON-III"" situated within the Limits of Grampanchayat – Panjri (BZ) in Tahsil Nagpur (Rural) and District Nagpur and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

2) THAT the total price agreed is Rs. _____ =00 (Rupees _____ only) which the Purchaser has specifically agreed to pay to the vendor in the following manner.

MANNER OF PAYMENT

15 %	paid by the Purchaser to the Developer towards booking vide Cheque No. _____ Dtd._____ Drawn on _____ , Nagpur the receipt whereof is hereby acknowledge by the Developer and Vendor.
15%	Only agreed to be paid by Purchaser/s to Developer on or before completion of Plinth.
10%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Ground Floor Slab.

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5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of First Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Second Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Third Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Fourth Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Fifth Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Sixth Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Seventh Floor Slab.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before casting of Eighth Floor Slab.
5 %	Only agreed to be paid by the Purchaser/s to the Developer on or before completion of individual Brick work.
5 %	Only agreed to be paid by the Purchaser/s to the Developer on or before completion of Plastering Brick work.
5 %	Only agreed to be paid by the Purchaser/s to the Developer on or before completion of Finishing work.
5%	Only agreed to be paid by the Purchaser/s to the Developer on or before taking over actual possession of the chosen apartment or at the time of sale Deed whichever is earlier.

Rs. _____=00 (TOTAL RUPEES _____ LAKH ONLY)

3) That the Purchaser/s shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood

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and agreed by the Purchaser/s 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 Purchaser/s failure to pay any of the above installments on due dates. It is specifically understood by the Purchaser/s that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor. In the event of such termination/cancellation of this Agreement the Vendor 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 bank the amounts till then received by it, 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, 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/s has satisfied her/himself / themselves with respect to the Vendor's title and Developer rights to the said property as good, valid and marketable and she/he / they has accepted the same without any further investigation. She/He/ they has also satisfied herself/himself/themselves about the Vendor's right to enter into this Agreement with the Purchaser/s.

6) That the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and agreed to 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 misstatement, error or omission shall be discovered, the same and if any mis-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.

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7) That it is understood by the Purchaser/s that the Vendor 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.

8) That the Vendor 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 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, at the request of the Purchaser/s subject to extra payment thereof to be made by her/him/them in advance.

9) That the Vendor 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/s had also given his No-objection for the same by this agreement itself.

10) That the Vendor have reserved its right to revise the sanctioned plan subject to approval of the competent authority Nagpur.

11) That the Purchaser/s has finally chosen to own and possess the Apartment No. ___ on the ____ FLOOR in Wing _____ of the proposed building more particularly described in the Second Schedule hereunder written.

12) That the Vendor 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 and any other Tax etc. are paid by her/him / them in full to them.

13) THAT the PURCHASER has to be paid to the Vendor Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) on sale deed of said apartment towards the maintenance charges of the Common area, Common Amenities and outside of the building for Twenty Years from the date of possession. Thereafter the Association of Apartment Owners will decide for the monthly contribution from

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the Apartments Owners for maintenance purposes. The maintenance / service charges of Rs. 1,50,000/- shall be adjusted towards maintenance in next 20 Years from the date of possession and before that PURCHASER or Apartment Owners Association shall not entitled to get refund of the said amount.

14) That the Vendor 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 her/his /their Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him/them shall be void and not all binding upon the Vendor.

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

16) AND WHEREAS for the purpose of giving clear title over the Apartment chosen by the Purchaser 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 _____, at Serial No. _____ on . The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s.

17) AND WHEREAS 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) AND WHEREAS 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.

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19) AND WHEREAS 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 her/him shall be refunded to her/him/ 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 Vendor 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) AND WHEREAS the Purchaser/s hereby specifically agrees with the Vendor 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 Vendor 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) AND WHEREAS 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) AND WHEREAS the Purchaser/s shall individually pay all 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) AND WHEREAS the Vendor shall deliver the actual possession of the undivided share and interest in the said Plot of land Together with Apartment No. _____ on the _____ Floor in Wing _____ 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

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jointly with the other co-owners thereof and the Apartment chosen by her/him/them absolutely with heritable and transferable rights therein.

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

25) AND WHEREAS the Vendor 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 Wing _____ in favour of the Purchaser/s or the nominees with the law in force.

26) AND WHEREAS 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) AND WHEREAS 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 Vendor 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/s will neither object/disturb it, nor shall obstruct it's visibility in any way. The Vendor shall not pay nor shall the Purchaser/s demand any rent etc. for any signs displayed by it.

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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/s for such variations.

30) That the Vendor 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 Vendor 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.

31) That all notices to be served on the Purchaser/s 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 / their address as described above.

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

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.

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

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SHIV BRIGHTON AMENITIES

GREEN ZONES

- Landscaped Garden
- Central Garden
- Exclusive club house with lounge and Party Lawn
- Senior citizen area
- Exotic native tree plantation

HEALTH & FITNESS

- Jogging track with Yoga/ Meditation space
- Ultra modern state-of-the -art Gymnasium

SPORTS

- Table tennis
- Snooker & Pool tables
- Swimming pool with water fall

SECURITY & SAFETY

- Single compound wall all around the campus
- Round -the -clock security & surveillance
- Intercom facility
- Fire fighting system

ENTERTAINMENT

- Cafeteria
- Play area for kids

CONVENIENCE

- Daily need utility store
- Car washing area
- 24x7 ambulance service

VALUE ADDITION

- Power back-up for lifts & common areas
- High-speed elevators
- Rain water harvesting system
- Guest room

OTHERS

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- Internal concrete roads
- Attractive grand entry
- Gate with security cabin
- 20 years maintenance at one time chargeable

SPECIFICATIONS

PAINTING

- External wall weather shield proof, Internal wall acrylic paint of premium brands

FLOORING

- Vitrified tiles in entire flat (24" x 24")
- Anti-skid ceramic tiles in toilets & balconies, staircase in Kotta

DOORS

- Main door: : Door in Door with lense Be-Secured Door.
- Internal doors: 30mm thick flush doors with painted pre-cast R. C.C. frame

WINDOWS

- 2-track powder –coated aluminum windows with glass M. S. safety grille for windows

TOILETS

- Ceramic tiles wall cladding upto 7 Feet height
- Sanitary fitting of superior brands

KITCHEN

- Granite-top modular kitchen with stainless steel sink
- Glazed/ Ceramic tiles dado above platform upto 2 Feet height

ELECTRIFICATION

- All points in concealed copper wiring
- Four and half point in each bed room and living room
- A.C point in living room and master bed room
- T.V. and Telephone Points in living room and master bed room
- Provision of inverter wiring
- Main switch with circuit breaker

LIFT

- Automatic high-speed lift with power back-up

WATER SUPPLY

- Water through sump and overhead tank

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FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED ___ PERCENT share and interest in All that piece and parcel of land bearing Kh. No. 59/3, having total area admeasuring 0.6717 Hec. R. (6717 Sq. Mtr.) held in Occupancy Class-I Rights of Mouza - Panjri (BZ), P.H. No. 42, situated at Village - Panjri(BZ), within the Limits of Grampanchayat - Panjri (BZ) in Tahsil Nagpur (Rural) and District Nagpur, and The scheme is bounded as under :-

On the East : Kh. No. 59/2
On the West : Kh. Nos. 49, 19,
On the North : Kh. No. 59/2/2
On the South : Kh. No. 59/3

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THE R.C.C. Superstructure comprising Apartment/Flat No. ___ Covering a Carpet Area of _____ Sq.Mtrs. Built-up area of _____ Sq. Mtrs., and Super built-up area of _____ Sq. Mtrs. On the ___ FLOOR in Wing _____ of a Building proposed known as "_____", in a scheme to be constructed thereon and to be known and styled as "SHIV BRIGITTON-III"

On the East :
On the West :
On the North :
On the South :

IN WITNESS WHEREOF the VENDOR, and the PURCHASER here in above named have hereto set their respective hands and signed this 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. Chandrashekhar s/o Kisanrao Kapse
Party No. 1

2)_____

_____
PURCHASER/S
Party No. 2

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