AGREEMENT TO SALE

AGREEMENT TO SALE FOR RS. _____/- (RUPEES _____ LAKH ONLY)

MARKET VALUE OF RS. _____/- (RUPEES _____ LAKH ONLY)

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT NAGPUR ON THIS _____ OF _____ 20___, BETWEEN:

M/S. NEEL GAGAN DEVELOPERS, having its registered office at F.C.I. Godown, Chuna Bhatti, Ajni Nagpur, **Pin No. 440015**, **Pan No. AAHFN 8498A,** acting through its Partner namely **SHRI. JITENDRA CHHAGANLAL JAIN,** Aged about 45 years, occupation : Business, Aadhar Unique Identity No. **318173704143,** R/o. F.C.I. Godown, chuna Bhatti, Ajni Nagpur, (hereinafter referred to as **VENDOR,** which expression shall unless repugnant to the context or meaning thereof always means and includes the said PARTNERSHIP FIRM AND ITS PARTNERS as well as their respective heirs, successors executors, representatives or administrators, partners, assigns etc.) **OF THE ONE PART, AND**

1. SHRI _____, Aged about ____ **Years**, Occupation – Service/Private, Income Tax Permanent Account No. _____**,** Aadhar Unique Identity No. _____**,** Resident of _____ **Pin No.** _____,

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

WHEREAS, the **VENDOR** hereinabove named is an exclusive, absolute and full Owner of the property comprising **ALL THAT** piece and parcel of plot area 8066.857 Sq. Mtr. Out of sanctioned admeasuring 8966.857 Sq. Mtr., under group housing scheme, Mouza-Narsala, P.H.No.37, Khasra no. 5, area 1.21 H.R. out of area 1.32 H.R., But as per "K" Prat and measurement on site proposed sanctioned layout admeasuring 12001.088 Sq.Mtr.(area 1.2001088 H.R.) out of admeasuring 12558.291 Sq.Mt. (Area 1.2558291 H.R.), class-I, Ward No. 77, within the limits of the Nagpur Municipal Corporation, including all other easementory rights appurtenant and belonging thereto, situated at Village – Narsala, in Tahsil – NAGPUR and District – NAGPUR and more particularly described in the **Schedule – "A"** hereunder written ***(hereinafter referred to as "the project land"), AND;***

WHEREAS, the agricultural land bearing Kh. No. 5, Situated at Mouza- Narsala P.H. No. 37, Area 1.32 H.R. (admeasuring 13200.00 Sq.Mt.), Class 1 Tah. Dist. Nagpur, originally belonging to Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Punjabrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri. Shyamrao Vitthalrao Nagpure, **AND;**

WHEREAS, the original owners Namely Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Punjabrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri. Shyamrao Vitthalrao Nagpure were jointly decided to sale their agriculture land area 1.21 H.R. out of area 1.32 H.R., Mouza Narsala, Kh.No.5, P.H.No37 , Class 1 Tah. Dist. Nagpur, **AND;**

WHEREAS, thereafter **VENDOR** had purchased four shares of agriculture land from Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Punjabrao Vitthalrao Nagpure and Shri. Ajabrao Vitthalrao Nagpure and accordingly registered sale deed had executed in favor of **VENDOR** and said sale deed duly registered before the sub Registrar Office Nagpur- 7 at serial No. 3611/2015, Dt. 20.05.2015 regarding agricultural land situated at Mouza Narsala, P.H. No. 37, K.H. No. 5, area 0.962 H.R out of area 1.21 H.R. after deduction are 0.11 H.R. from area 1.32 H.R. as area 0.11 R was jointly retain by Nagpure family themselves, Tah. Dist. Nagpur, **AND;**

WHEREAS, thereafter **VENDOR** again purchased remaining one shares from Shri. Shyamrao Vitthalrao Nagpure and said registered sale deed had been duly executed in favor of M/s.Neel Gagan Developers before the sub Registrar Office Nagpur 7 at serial No. 6024/2015, Dt. 06.08.2015 regarding agricultural land situated at Mouza Narsala, P.H. No. 37, K.H. No. 5, area 0.242 H.R out of area 1.21 H.R. after deduction area 0.11 H.R. from area 1.32 H.R. as area 0.11 R jointly retain by Nagpure family jointly themselves, Tah. Dist. Nagpur, **AND;**

WHEREAS Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Punjabrao Vitthalrao Nagpure , Shri. Ajabrao Vitthalrao Nagpure and Shri.Shyamrao Vitthalrao Nagpure was joint owners of area 0.11 H.R. in the aforesaid land but Shri.Punjab Vitthalrao Nagpure had relinquished his share from area 0.11 H.R. of the said land infavour of Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure and Shri. Ajabrao Vitthalrao Nagpure and said relinquishment deed duly registered before the sub-registrar office , Nagpur-7, at sr. no.3613/2015, dt.20.05.2015, therefore after executing aforesaid document the area 0.11 H.R. jointly hold and possessed by Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri.Shyamrao Vitthalrao Nagpure, **AND;**

WHEREAS, **VENDOR** was owned and possessed area 1.21 H.R. out of area 1.32 H.R. and after making east west division South East

Corner area 0.11 H.R. retained by Nagpure family themselves and rest of land area owned and possessed by the M/s.Neel Gagan Developers. Thus the M/s. Neel Gagan Developers was hold and possessed area 1.21 H.R. and area 0.11 H.R. retained by the Nagpure family jointly i.e. Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri. Shyamrao Vitthalrao Nagpure, therefore M/s.Neel Gagan Developers and Nagpure aforesaid family became join owners of agricultural land area 1.32 H.R. as above manner, **AND;**

WHEREAS, thereafter **VENDOR** mutated their name on the 7/12 as well as Nagpur Municipal Corporation became a owners of above agricultural land area 1.21 H.R. out area 1.32 H.R. by virtue of above two sale deed Dt. 20.05.2015 and Dt. 06.08.2015. And M/s. Neel Gagan Developers mutated their names on the Govt. record of Nagpur Municipal Corporation , Nagpur along with names of Nagpure family and Nagpur Municipal Corporation given corporation house no.1/5, ward no.77, Mouza- Narsala, P.H.No.37, K.No.5, Tah. Distt. Nagpur, **AND;**

WHEREAS, thereafter **VENDOR** and Nagpure family jointly applied for convert the aforesaid agricultural land into non-agricultural/ residential use and getting group housing proposed layout sanction before the collector and other concern Department Nagpur and the respected Collector passed an order Dt. 22.01.2016, vide Letter No. 97/2016 in the agricultural land situated at Mouza Narsala, P.H. 37, area 1.32 H.R., Tah. Nagpur, Revenue Case No. 151/N.A.P-34/2015-2016 and thereby declared and sanctioned that the Mouza Narsala, K.H. No. 5, area 1.2558291 H.R. (admeasurement 12558.291 Sq. Mt.) Land converted for residential use and further given finding that the area 1.32 H.R. (area 13200.00 Sq. Mt.) is having as per 7/12 extract and record of rights but as per “K” Part and measurement of Town Planning Department of NMC the area 1.2558291 H.R. (area 12558.291 Sq. Mt.) having on the site, therefore the respected Collector passed an order to use area 1.2558291 H.R. (area 12558.291 Sq. Mt.) for residential purpose, **AND;**

WHEREAS, thereafter The Nagpur Municipal Corporation sanctioned the group housing proposed layout plan by executing agreement Dt. 10.11.2016 vide NMC Letter No. 25, Dt. 05.01.2017 and thereby sanction total area 12558.291 as per measurement on site under the Kh.No.5 (however as per 7/12 area 1.32 H.R) and out of this area 8966.857 sanctioned for plot area under group housing, **AND;**

WHEREAS,, thereafter **VENDOR** and Nagpure family applied for getting partly sanctioned 21 row house in the proposed group housing plot area and accordingly Nagpur Municipal Corporation sanctioned 21 row house partly as a building no. 1,2 and 3 on the proposed plot area vide Building Permit No. 452/BP/Narsala/TP/NMC/470 Dt. 12.02.2019, **and** said 21 row

houses is under construction and its separate deed of declaration was already executed **before the sub-registrar office, Nagpur–7, at Sr.No.1772, Dt. 28.02.2019 but** herein after said D.O.D shall not be used as the **VENDOR** has taken entire sanction on the proposed layout plot and accordingly execute the present deed of declaration **, AND;**

WHEREAS, thereafter the **VENDOR** and Nagpure family executed partition deed between them and as per said partition deed Dt. 22.02.2019 the area 557.203 Sq. Mt. which is proposed sanctioned for convenience shopping is gone into share of Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Punjabrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri. Shyamrao Vitthalrao Nagpure jointly along with 4.971 % undivided land share in the proposed group housing layout and remaining area 12001.088 Sq. Mt..(area 1.2001088 H.R.) came into share of **VENDOR** /M/s.Neel Gagan Developers out of this the plot area 8409.654 Sq. Mt. along with 95.029 % undivided land share and in the proposed group housing layout came into share of **VENDOR** M/s. Neel Gagan Developers with all heritable and transferable rights, therefore **VENDOR** /M/s. Neel Gagan Developers having every rights to construct the row house and sale to various customers, **AND;**

WHEREAS thereafter vendor and Nagpure family came to knew that in the aforesaid partition deed having some mistake therefore again executed correction partition deed and said correction partition deed duly executed before the sub-registrar office Nagpur-10, at sr. no.6684/2019, dt. 24.06.2019 the area 557.203 Sq. Mt. which is proposed sanctioned for convenience shopping and 2 @ half Row Houses area 342.797 Sq.Mtr , which total area 900 Sq.Mtr. is gone into share of Shri. Vasantrao Vitthalrao Nagpure, Shri. Sheshrao Vitthalrao Nagpure, Shri. Ajabrao Vitthalrao Nagpure and Shri. Shyamrao Vitthalrao Nagpure jointly in the proposed group housing layout and remaining area 11658.291 Sq. Mt..(area 1.1658291 H.R.) alongwith entire sanction Row-houses and land came into share of **VENDOR** M/s. Neel Gagan Developers with all heritable and transferable rights, therefore **VENDOR** /M/s. Neel Gagan Developers having every rights to construct the row house and sale to various customers, **AND;**

WHEREAS, as per the group housing sanctioned layout plan the total plot **area 8966.857 Sq. Mt**. consider for the F.S.I. and out of these area 557.203 Sq. Mt. and 2 & half Row Houses area 342.797 Sq.Mtr. gone into share of Nagpure family towards their joint share as per partition deed and correction of partition deed Dt. 22.02.2019 and 24.06.2019 respectively therefore the **area 8066.857 Sq. Mt.** came into share of **VENDOR** /M/s. Neel Gagan Developers and **VENDOR** /M/s. Neel Gagan Developers have every rights to construct thereon **, AND,**

WHEREAS, thereafter **VENDOR** again prepared plan for getting sanctioned of 38 row houses i.e row house no. 22 to 59 and 32 apartments proposed to be constructed on the said propose group housing layout and to be know and style as "NEEL VIHAR 1" AND same is approved and sanctioned by Nagpur municipal corporation as a row house no. 22 to 59 i.e 38 row houses and 32 apartments fully on the proposed plot area as a building no. 4,5,6,7,8,9 and 10 vide Building Permit No. 538/BP/Narsala/TP/NMC/381, Dt. 13.01.2019, **AND**

WHEREAS, *t*herefore accordingly on the proposed group housing plan the **VENDOR** got sanctioned total 59 row houses (including earlier 21 row houses and additional 38 row houses) and 32 apartments as above manner therefore **VENDOR** hereby decided that the earlier deed of declaration dated: 28/02/2019 registered at serial no. 1772/2019 shall not be use hereinafter as full and final sanctioned got to the **VENDOR** and for multiplicity so also for avoiding the misunderstanding the **VENDOR** herewith prepared the fresh deed of declaration for row houses no. 1 to 59 and 32 apartments which is shown on sanctioned map as a building no. 1 to 10 .

WHEREAS, as per the group housing sanctioned layout plan the total plot **area 8966.857 Sq. Mt**. consider for the F.S.I. and out of these area 557.203 Sq. Mt. and 2 & half Row Houses area 342.797 Sq.Mtr. gone into share of Nagpure family towards their joint share as per partition deed and correction of partition deed Dt. 22.02.2019 and 24.06.2019 respectively therefore the **area 8066.857 Sq. Mt.** came into share of **VENDOR** /M/s. Neel Gagan Developers and **VENDOR** /M/s. Neel Gagan Developers have every rights to construct thereon **, AND,**

WHEREAS, thereafter **VENDOR** duly sanctioned and approved by the NAGPUR MUNCIPAL CORPORATION as building no. 1 to 10 and therein having no. of 59 independent row houses and 32 apartments vide building permit No. 452/ BP/ NARSALA/ TP/ N.M.C/470, Dt.12.02.2019 and 538/ BP/ NARSALA/ TP/ N.M.C/ 381, Dt.13.01.2020 respectively. **AND;**

WHEREAS, the **VENDOR** has decided to construct 56 row houses i.e. from Row Houses no.4 to 59 and 32 apartments on the proposed sanction plot area 8066.857 Sq. Mtr. at Mouza Narsala, bearing Kh. No. 5, P. H. No. 37, area 1.32 H.R. (as per 7/12 extract) but as per "K"prat and measurement on site area 1.2558291 H.R.(area 12558.291 Sq.Mt.) sanctioned and therein having **group housing sanctioned plot area 8966.857 Sq. Mt. and after deducting Nagpure family convenience shopping** area 557.203 Sq. Mt. and 2 & half Row Houses area 342.797 Sq.Mtr. **remaining area 8066.857 Sq. Mt. is belonging to VENDOR/** M/s.Neel Gagan Developers **, ward no.77, Tah. Distt. Nagpur** and **VENDOR** decided to developed the said sanction plot area in to residential /

Commercial Estate As a result, therefore the **VENDOR/** M/s. Neel Gagan Developers hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein, **AND;**

WHEREAS, thereafter **VENDOR** has executed deed of declaration which shall be construct on sanction plot area initially/partly **and said deed of declaration duly registered before the sub-registrar office, Nagpur–7, at Sr.No.728, Dt. 27.01.2020,** for giving clear title to prospective purchasers along with all specification and information regarding proposed layout ,**AND;**

WHEREAS, the **PURCHASER** hereinabove named has satisfied himself /herself/themselves in respect of the **VENDOR** title to the said property as good, valid and marketable and the **PURCHASER** has also seen proposed approved plan of the proposed Multistoried building, which shall constructed on **project land***; **AND**,*

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

WHEREAS, the **VENDOR** is in possession of the project land and it is entitled and enjoined upon to construct Row Houses/building(s) on the project land in accordance with the recitals hereinabove*; **AND**,*

WHEREAS, the **VENDOR** has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects *;**AND**,*

WHEREAS, the **VENDOR** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Registration No. _____; ***authenticated copy is attached in Annexure 'E'***; ***AND**,*

WHEREAS, the **VENDOR** has appointed **Architect Namely SHRI.SANDEEP R. PANDIT, COA Reg. No. CA/2010/49238**, having its office at **Shop No.1, Jairam Apartment, Trimurti Nagar, Nagpur – 440022** , Maharashtra who is duly registered Nagpur improvement Trust vide registration no.2388 and Nagpur Municipal corporation vide registration no.524; ***AND**,*

WHEREAS, the **VENDOR** has also appointed the Structural Engineer Engineering Bureo namely Pravin J Wadhonkar having their office U-9, utkarsh complex, kotwal nagar, near khamla Square, Nagpur- 440015 for structural designs and drawings of the building/s and the **VENDOR** shall accept professional supervision of

the Architects and the Structural Engineers till the completion of the building ***;AND,***

WHEREAS, the **VENDOR** has also appointed engineer namely **AVINASH BHARAT THOTE** having address **Plot No. 51-52, House No. 28, Shree Colony, Hudkeshwar Road, Nagpur - 440034** to design the water treatment storage and pipeline infrastructure for the Project; ***AND,***

WHEREAS, the **VENDOR** has also appointed electrical engineer Power System Engineering **(RAKESH ASARAM DONODE),** having address at **JAWAHAR NAGAR, BHANDARA** to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc. ***;AND,***

WHEREAS, the **VENDOR** has also appointed **Architect SHRI.SANDEEP R.PANDIT, COA Reg. No. CA/2010/49238**, having its office at **Shop No.1, Jairam Apartment, Trimurti Nagar, Nagpur – 440022 ,** Maharashtra to design the various landscaping features such as plantation, amenities, entrance gate etc.; **AND**,

WHEREAS, the **VENDOR** has sole and exclusive right to sell the Apartments/Row Houses in the said building/s shall be constructed by the **VENDOR** on the Project Land and to enter into Agreement/s with the prospective **PURCHASER**(s)/s of the Apartments/Row Houses to receive the sale consideration in respect thereof; ***AND,***

WHEREAS, on demand from the **PURCHASER**, the **VENDOR** has given inspection to the **PURCHASER** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **VENDOR**'s Architect **SHRI.SANDEEP R.PANDIT** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made there under. The **PURCHASER** has, prior to the execution hereof perused the Title documents; Building Plans and Specifications of the said Project and the other documents and papers disclosed by the **VENDOR** and satisfied herself/himself/themselves about the title of the **VENDOR** to the said Property and/or right of the **VENDOR** to sell the same on ownership basis. The **PURCHASER** hereby confirms that the **VENDOR** has produced for inspection to the **PURCHASER**, all information and documents and has made full and true disclosure as demanded by the **PURCHASER** and the **PURCHASER** is satisfied with the same and has no further or other information nor disclosure to be required from the **VENDOR**; ***AND,***

WHEREAS, the authenticated Xerox copies of Certificate of Title issued by the advocate of the **VENDOR**, authenticated copies of Property card showing the nature of the title of the **VENDOR** to the Project Land on which the **Row Houses/Apartments** shall be constructed have been *given to Purchaser for inspection*; ***AND,***

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved Building Engineer **NAGPUR MUNICIPAL CORPORATION VIDE building permit No. 452/BP/NARSALA/TP/N.M.C/470, Dt.12.02.2019 and 538/ BP/ NARSALA/ TP/ N.M.C/381, Dt.13.01.2020 respectively** have been ***annexed hereto***; AND,

WHEREAS, the authenticated copies of Floor Plan of the **Row Houses/Apartments** agreed to be purchase by the **PURCHASER** have been ***annexed herewith ;AND,***

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **VENDOR** 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 **Row Houses/Apartments** /building/s shall be obtain from concern authority i.e. Nagpur Municipal Corporation; ***AND,***

WHEREAS, the **VENDOR** has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/S. 2 of the said Act, which is duly registered **before Sub Registrar Office, Nagpur-7, AT Sr.No.728, Dt. 27.01.2020**. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the **PURCHASER** and her/his/their successors in title ***;AND,***

WHEREAS, the **VENDOR** has accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND,

WHEREAS, the **PURCHASER** has applied to the **VENDOR** for purchase of **Apartments No. _____, on _____ Floor in NEEL VIHAR -1** shall be construct on the said Project Land*;* ***AND,***

WHEREAS, the carpet area of the said **Apartments** is _____ **square meters;** Open Balcony area is _____ **square meters.;** ***AND,***

WHEREAS, for the purpose of this agreement following areas are defined:-

Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment/Row Houses is defined as the net usable floor area of an Apartment/Row Houses, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/Row Houses. Carpet area is shown separately in **SCHEDULE – "B".**

Balcony area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE – "B".**

Common Areas : As per sub-section (n) of Section 2 of the Act, common areas are defined as open spaces, open parking areas, area under services, water tanks, sumps, pump rooms etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments and Row Houses in the project to arrive at proportionate common area of each apartments/Row Houses.

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

WHEREAS, prior to the execution of these presents the **PURCHASERS** has paid to the **VENDOR** a sum of **Rs. _____/- (RUPEES _____ LAKH ONLY)** only, being part payment of the sale consideration of the Apartment/Row House agreed to be sold by the **VENDOR** to the **PURCHASERS** as advance payment or Application Fee (the payment and receipt whereof the **VENDOR** hereby admit and acknowledge) and the **PURCHASERS** has agreed to pay to the **VENDOR** the balance of the sale consideration in the manner hereinafter appearing; ***AND,***

WHEREAS, the **VENDOR** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at No. _____; *AND,***

WHEREAS, under section 13 of the said Act the **VENDOR** is required to execute a written Agreement for sale of said Apartment/Row House with the **PURCHASERS** for the sale in respect of the said apartment/Row House and therefore, **VENDOR** and the **PURCHASERS** are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act***; AND,***

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR** hereby agrees to sell and the **PURCHASERS** hereby agrees to purchase the said Apartment/Row Houses.

NOW THEREFOR, THIS AGREEMENT WITNESSE AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. THAT, the aforesaid Project partly consists of 59 **Row Houses and 32 apartments** on the ground floor. The Row Houses front and back side open land shall be utilized for Parking. The Row Houses consists of residential Apartments/Row Houses to be constructed by the **VENDOR** on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the **VENDOR** shall have to obtain prior consent in writing of the **PURCHASERS** in respect of variations or modifications, which may adversely affect the Apartment/Row Houses of the **PURCHASERS**, except any alteration or addition required by any Government Authorities or due to change in law.

1.a The **PURCHASERS** hereby agrees to purchase from the **VENDOR** and the **VENDOR** hereby agrees to sell to the **PURCHASERS Apartments No. _____, of residential apartment having** carpet area is _____ **square meters; and** Open Balcony area is _____ **square meters on** _____ **Floor in Neel Vihar-1** (hereinafter referred to as "the Row House") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs.** _____**/- (RUPEES** _____ **LAKH ONLY)** After due discussions, diligence and negotiations between the **VENDOR** and the **PURCHASERS**, the **PURCHASERS** hereby agrees to purchase from the **VENDOR** and the Promoter agrees to sell to the **PURCHASERS** the Said Apartment/Row Houses for a lump sum consideration **Rs.** _____**/- (RUPEES** _____ **LAKH ONLY)** to be paid by the **PURCHASER** to the **VENDOR** towards the said Apartment/Row Houses hereinafter referred to as the **"Consideration amount".** The **VENDOR** specifically declares and the **PURCHASER** hereby understood and agrees that the consideration amount of said Apartment/Row House is inclusive of cost of Said Apartment/Row House and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

1.b The **PURCHASERS** has paid on or before execution of this Agreement a sum of **Rs.** _____**/- (RUPEES** _____ **LAKH ONLY)** Through _____, Dt. _____**,** ***(not exceeding app.*** _____ ***% of the total consideration)*** as advance payment or Application Fee and hereby agrees to pay to the **VENDOR** the balance amount of **Rs.** _____**/- (RUPEES** _____ **LAKH ONLY)** in the following manner:-

SCHEDULE – "E"

Rs. _____**/- (Rs.** _____ **Lakh** _____ **Thousand)** Only **The purchaser agreed to pay again** _____**% amount** before or at the time of completion plinth of the building / wing in which the said Apartment is

located to the vendor by way of cheque Demand Draft/Bank Finance,

Rs. _____/- (Rs. _____ Lakh _____ Thousand) Only **The purchaser agreed to pay again _____% amount** on completion of the walls, internal plaster, floorings doors and windows of the said Apartment to the vendor by way of cheque/ Demand Draft/Bank Finance,

Rs. _____/- (Rs. _____ Lakh _____ Thousand) Only **The purchaser agreed to pay again _____% amount** on completion of the Sanitary fittings, staircases, of the said Apartment to the vendor by way of cheque/ Demand Draft/Bank Finance,

Rs. _____/- (Rs. _____ Lakh _____ Thousand) Only **The purchaser agreed to pay again _____% amount** on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Apartment is located to the vendor by way of cheque/ Demand Draft/Bank Finance,

Rs. _____/- (Rs. _____ Lakh _____ Thousand) Only **The purchaser agreed to pay again _____% amount** agreed to be paid by the **PURCHASER** to the **VENDOR** on completion of the water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

Rs Rs. _____/- (Rs. _____ Lakh _____ Thousand) Only **The purchaser agreed to pay again _____% amount** towards paid full and final sale consideration amount to the vendors by way of cheque/cash/Demand Draft/Bank Finance, at the time of handing over the actual and physical possession of the Apartment and after receiving the occupancy certificate or completion certificate from concerned authority,

Rs. _____/- (RUPEES _____ LAKH ONLY)

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the **VENDOR** by way of GST and

Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the **VENDOR**) up to the date of handing over the possession of the said Apartment/Row House. The **PURCHASER** specifically agrees to pay to the **VENDOR** all such Taxes & Insurance Premium as and when demanded and shall always keep the **VENDOR** indemnified against the same. In the event of implementation of Goods of Service Tax (GST) Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the **PURCHASER**. It shall be obligatory on the part of **PURCHASER** to pay the amount of GST etc. simultaneously with the payment of each installment.

1.e The **PURCHASERS** does hereby state and declares that it shall be the sole liability and responsibility of the **PURCHASERS** to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the **PURCHASERS** from the Sale Consideration payable to the **VENDOR** and to credit the same in the appropriate account of Income Tax Department.

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The **VENDOR** undertakes and agrees that while raising a demand on the **PURCHASERS** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **VENDOR** shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the **PURCHASERS**, which shall only be applicable on subsequent payments.

1.g THAT the **VENDOR** shall be exclusive in-charge of the construction without any let or hindrance or interference by the **PURCHASERS** or any other contractor and under no circumstances during the subsistence of this contract, the **PURCHASERS** shall enter into any building contract in respect of Apartment/Row Houses with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the **PURCHASERS** shall be void and shall not be binding upon the **VENDOR**.

1.h THAT during the period of building construction the **PURCHASERS** with Two days' advance intimation to the **VENDOR**, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the

workmanship undertaken on the site.

1.i THAT, the **VENDOR** shall confirm the final Carpet Area that has been agreed to be sold to the **PURCHASERS** after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the **PURCHASERS** that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the **PURCHASERS** that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the **PURCHASERS** that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the **PURCHASERS** for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the **VENDOR**. If there is any reduction in the carpet area beyond the defined limit, then the **VENDOR** shall refund the excess money paid by the **PURCHASER** within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the **PURCHASER**. If there is any increase in the carpet area allotted to **PURCHASERS**, the **VENDOR** shall demand additional amount from the **PURCHASERS** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 THAT, the **VENDOR** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Row House to the **PURCHASERS,** obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment/Row Houses.

2.2 THAT, Time is essence for the **VENDOR** as well as the **PURCHASER**. The **VENDOR** shall abide by the time schedule for completing the project and handing over the Apartment/Row House to the **PURCHASERS** and the common areas to the association of the **PURCHASERS** after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the

PURCHASERS shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **VENDOR** as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The **VENDOR** hereby declares that the *proposed entire layout sanctioned under group housing and Vendor construct partly project land by getting sanctioned 59 Row Houses* ***and 32 apartment*** *of 1.25 by availing of TDR or FSI available* on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The VENDOR has disclosed the **Floor Space Index of 1.25** as proposed to be utilized by it on the project land in the said Project and **PURCHASERS** has agreed to purchase the said Apartment/Row House based on the proposed construction and sale of Apartments/Row House to be carried out by the **VENDOR** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR** only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

4.1 If the **VENDOR** fails to abide by the time schedule for completing the project and handing over the Apartment to the **PURCHASERS**, the **VENDOR** agrees to pay to the **PURCHASERS**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **PURCHASERS**, for every month of delay, till the handing over of the possession. The **PURCHASERS** agrees to pay to the **VENDOR**, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the **PURCHASERS** to the **VENDOR** under the terms of this Agreement from the date the said amount is payable by the **PURCHASER** (s) to the **VENDOR**.

4.2 Without prejudice to the right of the **VENDOR** to charge interest on delayed payment, if the **PURCHASER** commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the **VENDOR** shall serve a notice of 15 days in writing to the **PURCHASERS** informing its intention to terminate this Agreement and if the **PURCHASERS** fails to rectify the breach as mentioned by the **VENDOR** within a period of 15 days, then the **VENDOR** shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination **VENDOR** is

not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the **PURCHASERS** shall apply for refund at their own effort and cost.

If the **PURCHASERS** wishes to cancel the agreement due to reasons not attributable to the default of the **VENDOR**, then the **VENDOR** shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment/Row House has been booked by other **PURCHASERS**. In the event of cancellation by **PURCHASERS**, the **VENDOR** is not responsible to refund any taxes and duties such as VAT, GST stamp duty and registration charges which were paid to the Government and the **PURCHASERS** shall apply for refund at their own effort and cost.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the **VENDOR** in the said building and the Apartment/Row House as are set out in **Annexure - 'D',** ***annexed hereto***.

6. The **VENDOR** shall give possession of the Apartment/Row House to the **PURCHASER** on or before **31st March 2030**, but subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the **VENDOR** any other reasonable cause and the **PURCHASERS** agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the **VENDOR**. If the **VENDOR** fails or neglects to give possession of the Apartment/Row House to the **PURCHASERS** on account of reasons beyond his control and of his agents by the aforesaid date, then the **VENDOR** shall be liable on demand to refund to the **PURCHASERS** the amounts already received by it in respect of the Apartment/Row House with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **VENDOR** received the sum till the date the amounts and interest thereon is repaid.

Provided further that the **VENDOR** shall not deliver the actual physical possession of the said Apartment/Row House to the **PURCHASERS** until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the **PURCHASERS** in full to the **VENDOR** hereto.

Provided further that the **VENDOR** shall be entitled to reasonable extension of time for giving delivery of Apartment/Row House on the aforesaid date, if the completion of building in which the Apartment/Row House is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

If the **VENDOR** completes the construction before time, then the **PURCHASERS** hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

7.1 PROCEDURE FOR TAKING POSSESSION – The **VENDOR** upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the **PURCHASERS** as per the agreement shall offer in writing the possession of the Apartment/ Row House to the **PURCHASERS** in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the **VENDOR** shall give possession of the said Apartment/ Row House to the **PURCHASERS**. The **VENDOR** agrees and undertakes to indemnify the **PURCHASERS** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **VENDOR**. The **PURCHASERS** agree(s) to pay the maintenance charges as determined by the **VENDOR** or Association of **PURCHASER**S, as the case may be.

7.2 The **PURCHASERS** shall take possession of the Apartment/ Row House within 15 days of the written notice from the **VENDOR** to the **PURCHASERS** intimating that the said Apartment/ Row House is ready for use and occupancy.

7.3 THAT the **PURCHASERS** hereby agrees not to occupy the said Apartment/ Row House without prior written permission of the **VENDOR** else **PURCHASERS** shall be treated as a trespasser.

7.4 THAT the **VENDOR** does hereby agree with the **PURCHASERS** 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 GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from **PURCHASERS,** the **VENDOR** 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/ Row House hereby agreed to be sold in favour of the **PURCHASERS** or the nominee(s) appointed by the **PURCHASERS** and get the same duly registered at the costs of **PURCHASERS** in accordance with the law in force provided the **PURCHASERS** shall have also paid the entire agreed cost of construction of the

Apartment/ Row House chosen by the **PURCHASERS** to the **VENDOR**.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the **PURCHASERS** jointly with the other Co-owners thereof. However the Apartment/ Row House chosen by **PURCHASERS** in the proposed multistoried building shall be owned and possessed by the **PURCHASERS** exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment/ Row House Owners for the purpose of maintenance.

THAT the **VENDOR** reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the **PURCHASERS** shall not prevent or obstruct the **VENDOR** in so utilizing and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments/Row Houses shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the **PURCHASERS** that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments /Row Houses are constructed thereon by the **VENDOR** and in such case the **PURCHASERS** shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of **PURCHASERS,** the **PURCHASERS** shall permit the **VENDOR** and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The **PURCHASERS** is well aware that the Promoter will construct buildings based on Future Potential. The **PURCHASERS** assures that after possession of the said Apartment/ Row House he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 FAILURE OF PURCHASER TO TAKE POSSESSION OF APARTMENT/ ROW HOUSE : Upon receiving a written intimation from the **VENDOR** as per clause (8.1) the **PURCHASERS** shall take possession of the Apartment/ Row House from the **VENDOR** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the **VENDOR** shall give possession of the Apartment/ Row House to the **PURCHASERS**. If the **PURCHASERS** fails to take the possession of the Apartment/ Row House within such period then the **PURCHASERS** shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the **VENDOR**. Further **PURCHASERS** shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the **PURCHASERS**.

7.7 THAT the **PURCHASERS** shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment/Row House and not cause any damage to the structural portions. In the like manner the **PURCHASERS** shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the **PURCHASERS**, then in such event, **PURCHASERS** will be solely responsible for any consequences which may arise. The **PURCHASERS** shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

The maintenance of Apartment/ Row House is the primary responsibility of the **PURCHASERS** and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment/Row House is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.

The **PURCHASERS** shall carry out at their own cost all internal repairs to the said Apartment/ Row House and maintain the Apartment/ Row House in the same condition, state and order in which it was delivered by the **VENDOR** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartment/ Row House is situated or the Apartment/ Row House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **PURCHASERS** committing any act in contravention of the above provisions, the **PURCHASERS** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The **PURCHASERS** shall not demolish or cause to be

demolished the Apartment/ Row House or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/ Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/ Row House is situated and shall keep the portion, sewers, drains and pipes in the Apartment/ Row House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/ Row House is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/ Row House without the prior written permission of the **VENDOR** and/or the Society or the Limited Company

The **PURCHASERS** shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/ Row House in the compound or any portion of the said land and the building in which the Apartment/ Row House is situated.

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

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

8.1 The **PURCHASERS** shall use the Apartment/ Row House or any part thereof or permit the same to be used only for purpose of *residence for carrying on any Residential (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the **PURCHASERS** that the **VENDOR** shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the **PURCHASERS** will neither object/disturb it, nor obstruct it's visibility in any way. The **VENDOR** shall not pay, nor the **PURCHASERS** shall demand any rent etc. for any signs displayed by the **VENDOR**.

9.1 That the **VENDOR** has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered **before Sub Registrar Office, Nagpur-7, AT Sr.No.728, Dt. 27.01.2020**. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the **PURCHASERS** and her/his/their successors in title.

9.2 THAT the **PURCHASERS** agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment/ Row House Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

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

9.4 The **VENDOR** shall, after execution of Sale Deeds of all the Apartments/Row Houses in the said Building, cause to be transferred to the said Association of Apartment/Row House Owners, all the right, title and the interest of the **VENDOR** and/or the owners in the said structure of the Building or wing in which the said Apartment/Row House is situated.

9.5 Within 15 days after notice in writing is given by the **VENDOR** to the **PURCHASERS** that the Apartment/ Row House is ready for use and occupancy, the **PURCHASERS** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the

Apartment/ Row House) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the **PURCHASERS** shall pay to the **VENDOR** such proportionate share of outgoings as may be determined after calculation.

The **PURCHASER** further agrees that till the **PURCHASER**'s share is so determined the **PURCHASER** shall pay to the **VENDOR** of **Rs.30,000/-** in addition to consideration amount towards meter installation, cable and transformer charges to the vendor and **Rs.20,000/-** towards water connection charges including all expenses **and Rs.20,000/-** towards provisional building maintenance charges for 1 year.

The provisional amounts so paid by the **PURCHASERS** to the **VENDOR** shall not carry any interest and remain with the **VENDOR** towards 1 year maintenance charges .

VENDOR shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the **PURCHASERS** more particularly described in **Schedule – "F"**, until **VENDOR** hands over the maintenance account of the Project to Society and/or Association/Condominium as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier. It is agreed and understood by the **PURCHASERS** that the Provisional Maintenance Amount payable by the **PURCHASERS** to the **VENDOR** is for maintaining the project for 1 years. **VENDOR** hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and **VENDOR** shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment/ Row House **PURCHASERS** and this maintenance fund will not be misused by the **VENDOR** for any other purpose. Upon formation of Society as mentioned above, the **VENDOR** shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the **PURCHASERS** on the **VENDOR** on the maintenance amount. **VENDOR** shall have sole discretion to decide actual utilization of the maintenance charges collected from the **PURCHASER**s and no **PURCHASERS** shall be entitle to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The **VENDOR** hereby represents and warrants to the **PURCHASERS** as follows:

i. The **VENDOR** has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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

iii. The **VENDOR** shall have every right to change and appoint any new consultant as per his discretion & choice.

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

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

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

vii. It is specifically understood and agreed by the **PURCHASERS** that the prospectus other advertising material published by the **VENDOR**'s from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between **VENDOR**'s and **PURCHASERS**. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. The **VENDOR** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **PURCHASERS** created herein, may prejudicially be affected;

ix. The **VENDOR** and/or **VENDOR** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to

the project land, including the Project and the said Apartment/Row House which will, in any manner, affect the rights of **PURCHASERS** under this Agreement;

x. The **VENDOR** confirms that the **VENDOR** is not restricted in any manner whatsoever from selling the said Apartment/ Row House to the **PURCHASERS** in the manner contemplated in this Agreement;

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

xii. At the time of execution of the Sale Deed of the Apartment/ Row House in favour of the **PURCHASERS**, the **VENDOR** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment/ Row House Owners;

xiii. The **VENDOR** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

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

xv. The **PURCHASERS** is fully aware that water connection for said Scheme is not yet obtained from Nagpur municipal corporation as Nagpur municipal corporation has not charge pipe line near the project land , thus that the demand for water will be fulfilled either through well or through tanker or any other available source. The **VENDOR** will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The **PURCHASERS** agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/sanctioning authority/ **VENDOR** indemnified at all times.

xvi. The terrace space adjacent to the Apartment/ Row House shall belong exclusively to the respective **PURCHASER** of the Apartment/ Row House and such terrace spaces are intended for the exclusive use of the respective **PURCHASERS**. The said terrace shall not be enclosed by the **PURCHASERS** till the permission in writing is obtained from the concerned local authority i.e. Nagpur Municipal Corporation and the **VENDOR** or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The **PURCHASERS** or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment/ Row House may come, hereby covenants with the **VENDOR** as follows :-

i. To maintain the Apartment/ Row House at the **PURCHASER**'s own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Row House is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Row House is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Row House is situated and the Apartment/Row House itself or any part thereof without the consent of the local authorities, if required.

ii. The **PURCHASERS** hereby specifically agrees with the **VENDOR** that even after taking over the actual possession of the Apartment/ Row House chosen by **PURCHASERS**, the **PURCHASERS** will not object or prevent or obstruct the **VENDOR** in any way in carrying on and completing the work of other Apartments/Row Houses in the said building and keeping building materials on the available open land.

iii. Not to store in the Apartment/ Row House any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Row House is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/ Row House is situated, including entrances of the building in which the Apartment/ Row House is situated and in case any damage is caused to the building in which the Apartment/Row House is situated or the Apartment/Row House on account of negligence or default of the **PURCHASERS** in this behalf, the **PURCHASERS** shall be liable for the consequences of the breach.

iv. To carry out at her/his own cost all internal repairs to the said Apartment/Row House and maintain the Apartment/Row House in the same condition, state and order in which it was delivered by the **VENDOR** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartment/ Row House is situated or the Apartment/Row House which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **PURCHASERS** committing any act in contravention of the above provision, the **PURCHASERS** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v. Not to demolish or cause to be demolished the Apartment/ Row House or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Row House or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Row House is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Row House and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Row House is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Row House without the prior written permission of the **VENDOR** and/or the Association of the Apartment/Row House Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment/ Row House and Common area of the Project. The **PURCHASERS** shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/ Row House is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/ Row House in the compound or any portion of the project land and the building in which the Apartment/Row House is situated. Pay to the **VENDOR** within fifteen days of demand by the **VENDOR**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Row House is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Row House by the **PURCHASERS** for any purposes other than for purpose for which it is sold.

x. The **PURCHASERS** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement/Row House or part with the possession of the Apartment until all the dues payable by the **PURCHASERS** to the **VENDOR** under this Agreement are fully paid up and only if the **PURCHASER**S had not been guilty of breach of or nonobservance of any of the terms and conditions of

this Agreement and until the **PURCHASERS** has intimated in writing to the **VENDOR**.

xi. The **PURCHASERS** shall observe and perform all the rules and regulations which the Association of the Apartment/Row House Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments/Row Houses therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **PURCHASERS** shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment/Row House Owners regarding the occupancy and use of the Apartment/Row House in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till handing over the management of said Building maintenance to the Association of Apartment/Row House Owners, the **PURCHASERS** shall permit the **VENDOR** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. In case some of the Apartments/Row Houses in the said Project remain unsold, even after completion of the same, then the **VENDOR** shall bear and pay the 2% of regular Maintenance Charges payable on expenditure of per month for such unsold Apartments/Row Houses.

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

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments/Row Houses or of the said Plot and Building or any part thereof. The **PURCHASERS** shall have no claim save and except in respect of the Apartment/Row House hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **VENDOR** until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any

compensation be allowed in respect thereof to the **PURCHASERS**, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

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

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

17. ENTIRE AGREEMENT : This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent **PURCHASER**s of the Apartment/Row House, in case of a transfer, as the said obligations go along with the Apartment/Row House for all intents and purposes.

20. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules

and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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

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

25. VENDOR specifically communicates to the **PURCHASERS** that the **PURCHASER** shall make the payments for Consideration Amount to the **VENDOR** by Demand Draft or by local cheques drawn in the name of **NEEL GAGAN DEVELOPERS** or by electronic mode of transfer.

NEFT/ RTGS details are as under:

i. Account Holder Name	:	NEEL GAGAN DEVELOPERS
ii. Bank Name	:	CENTRAL BANK OF INDIA
iii. Branch	:	D.N.C. BRANCH, CONGRESS NAGAR

iv. Account Number	:	3104720566
v. IFSC code	:	CBIN0283465
vi. Account type	:	Current A/c

26. That all notices to be served on the **PURCHASERS** and the **VENDOR** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **PURCHASERS** or the **VENDOR** by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF PURCHASERS :- **1) SHRI. _____,**

,**PURCHASER ADDRESS** :- **Resident _____.**

NOTIFIED EMAIL ID :- _____

M/s. "NEEL GAGAN DEVELOPERS,

F.C.I. Godown, Chuna Bhatti, Ajni Nagpur, **Pin No. 440015**

Notified Email ID : jcjneel1971@gmail.com

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

27. JOINT PURCHASERS: In case there are Joint **PURCHASER**s all communications shall be sent by the **VENDOR** to the **PURCHASERS** 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 **PURCHASER**s.

28. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the **PURCHASER**.

29. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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

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

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

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT piece and parcel of plot **area 8066.857 Sq. Mt.** Out of sanctioned plot admeasuring 8966.857 Sq. Mtr. , under the group housing scheme, Mouza-Narsala, P.H.No.37, Khasra no. 5, area 1.21 H.R. out of area 1.32 H.R., But as per "K" Prat and measurement on site proposed sanctioned layout admeasuring 12001.088 Sq.Mt.(area 1.2001088 H.R.) out of admeasuring 12558.291 Sq. Mt. (Area 1.2558291 H.R.) and as per **group housing sanctioned plot area 8966.857 Sq. Mt.. and after deducting Nagpure family convenience shopping** area 557.203 Sq. Mt. and 2 & half Row Houses area 342.797 Sq.Mtr., its total area 900.00 Sq.Mtr. belonging to Nagpure family towards their joint four share and remaining balance admeasuring **8066.857** Sq. Mtr. Owned and possessed by the Vendor as a owner, class-I, Ward No. 77, within the limits of the Nagpur Municipal Corporation, including all other easementary rights appurtenant and belonging thereto, situated at Village – Narsala, in Tahsil – Nagpur and District – Nagpur bounded as under:-

Towards East	:-	K.H. No. 9 ;
Towards West	:-	Open Space, convenience shopping area belonging; to Nagpure family and Road ;
Towards North	:-	K.H. No. 2 & 4;
Towards South	:-	K.H. No. 8, 6A and 6B ;

SCHEDULE – "B" ABOVE REFERRED TO

Description of the ROW HOUSE

Name of Building : NEEL VIHAR - 1,

Building No. : 5

Apartment No.	**Floor**	**Carpet Area**	**Open Balcony Area**	**Undivided Share in Land**
____	_____ **Floor**	_____ **Sq. Mt.**	_____ **Sq. Mt.**	_____%

in Tah- Nagpur and Distt:-Nagpur bounded as under:-

East :- _____;

West :- _____;

North:- _____ ;

South:- _____;

SCHEDULE – "C" ABOVE REFERRED TO

[Description of common areas and facilities]

A) The parcel of Land described in paragraph FIRST of this Deed.

B) The entire Parking Facility on Ground Floor having in front & back side of Row houses shall be treated as a Common Area.

C) Main Entrance and Exist Gate along with internal Road of the layout shall be covered under C.C.T.V. Camera.

D) The following facilities located throughout the Row Houses and other proposed apartments .

i) A well with Electric and Motor Pump.

ii) A Sump.

iii) Plumbing net work, throughout the Row House.

iv) Electric wiring network throughout the building.

v) Necessary light and public water connections.

vi) 1 Overhead Water Tanks.

vii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit hereof.

viii) AND in general all apparatus and installations existing for common use.

SCHEDULE – "D" ABOVE REFERRED TO

SPECIFICATIONS OF THE ROW HOUSES,

General:-

1. R.C.C. frame structure standard bricks work,
2. Internal plaster shall single Coat funty finished , external single Coat sandfaced plaster,

Rooms:-

i) 2' x 2' Vitrified tile flooring in living and all bedrooms.

ii) Premium quality putty with primer on internal walls.

iii) Powder Coated Aluminum Window with appropriate M.S.Grill.

iv) Security Steel Door for main Gate.

v) flush doors for other rooms and RCC cement frame.

Kitchen:-

1. 2' x 2' Vitrified tile flooring.
2. Granite Top with stainless steel sink.
3. ceramic tile dado upto lintel Level from kitchen platform.

Bathrooms & Toilets

1. Anti-skid ceramic tile flooring.
2. Ceramic tile ob wall up to lintel level.
3. Superior quality CP fitting.
4. Concealed plumbing.
5. Premium quality EWC & WHB.
6. RCC cement frame and PVC door.

Balconies:

1. 2' x 2' Vitrified tile flooring.
2. Synthetic enamel painted MS Railing.

Electrical fitting:

1. Concealed wiring with modular Fitting (4 ½ point in ach room) Power point in Kitchen and Toilet , A.C. point in Master Bed Room and Living Room,

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

Rs.20,000/- (rupees Twenty Thousand only) towards provisional Row House maintenance i.eNeel Vihar -1,

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMET FOR SALE at

NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

WITNESSES:-

1)

M/S NEEL GAGAN DEVELOPERS, THROUGH ITS PARTNER

NAMELY SHRI. JITENDRA CHHAGANLAL JAIN,

2) **VENDORS,**

SHRI. _____,

PURCHASERS

ANNEXURE –A

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the VENDOR to the project land).

ANNEXURE –B

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

ANNEXURE –C

(Authenticated copies of the Floor plans)

ANNEXURE – D

(Common Facilities for Project land),

ANNEXURE –E

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

ANNEXURE – F

(Common Facilities for Project land),

a) Garden with plantation in open land of layout;
b) Children playing equipments in garden;
c) Jogging track in garden;
d) Main entrance gate and Security guard room in main gate;