AGREEMENT TO SALE

SUB REGISTRAR OFFICE, NAGPUR (CITY),

AGREEMENT TO SALE FOR RS. ……../- (RUPEES …….. ONLY)
MARKET VALUE OF RS. ……/- (RUPEES ……..S ONLY)
STAMP DUTY OF RS. ……/- (RUPEES …… ONLY)

THIS AGREEMENT TO SALE is made and executed at NAGPUR on this ____ Day of **…….. 2021**, BETWEEN:

SHRI. SANJAY S/o. NILKANTHRAO CHIMURKAR,

[P. A. No. AAZPC5954G]

[AADHAR No. 6302 3763 9227]

Aged about 58 years, Occupation – Business,

Resident of 5 – A, Dagalayout, North Ambazari Road, Nagpur 440033, Tahsil and District – Nagpur**,** hereinafter called as the "**VENDOR**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"Vendor"** as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

SHRI/MRS. _____
[P. A. No. _____]
[AADHAAR No. _____]
Aged about _____ years, Occupation – _____,
Resident of _____, hereinafter called as the **"PURCHASER"** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"Purchaser",** as well as his/her respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

"NAKSHATRA INFRAA"

[P. A. No. AAWPF6941D]

A Registered Partnership Firm [**Registration No. NG000005218**]

Having its Office at Apartment No. 204, Patel Tower, Plot No. 201, Besa, Nagpur – 440 033, Tahsil and District Nagpur, acting through its **Authorized Partner :-**

SHRI. SUDHIR S/o. RAMBHAU GINDHEWAR,

Aged about 50 years, Occupation – Business,

Resident of Plot No. 52, Ramkurshna Housing Society, Narendra Nagar, Nagpur – 440

015, Tahsil and District Nagpur.

Hereinafter referred to as the **"DEVELOPER / PROMOTER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"DEVELOPER FIRM"** as well as its Partner and Partners, their legal representatives, executors, administrators, successors, liquidators, their respective heirs and assigns of the **OTHER PART.**

WHEREAS the above named **Vendor** is the absolute owner in possession with all heritable and transferable rights therein of **ALL THAT** Piece and Parcel of land bearing **Plot No. 2 (Two),** (as per Nagpur Improvement Trust Release Letter) Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2, P. H. No. 44** of **MOUZA – JAITALA,** bearing **City Survey No. 177** and **Sheet No. 32,** situated at Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, **Ward No. 74**, in Tahsil and District **NAGPUR**, which is more particularly described in **Schedule – "A"** hereunder written. (Herein afterwards referred as the **"Project Land"** for sake of brevity and convenience).

TITLE HISTORY:-

WHEREAS originally, All that piece and parcel of Agricultural land admeasuring 0.82 Hectares (2.05 Acres) forming a Northern Portion of entire land bearing Khasra No. 84 & 85 total area admeasuring 5.21 Hectares of Mouza – Jaitala, P. H. No. 44, bearing City Survey No. 177 and Sheet No. 32, held in Bhumiswami Rights situated at Jaitala, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Ward No. 74, in Tahsil and District NAGPUR, belongs to (1) Shri. Nilkanthrao S/o. Ganpatrao Chimurkar, (2) Shri. Vijay S/o. Nilkanthrao Chimurkar, (3) Shri. Ravindra S/o. Nilkanthrao Chimurkar, (4) Shri. Sanjay S/o. Nilkanthrao Chimurkar, (5) Smt. Nirmala W/o. Babanrao Dawle, (6) Shri. Prabhakar S/o. Pandurang Shivankar & (7) Shri. Lahu @ Laxman S/o. Manikrao Konde, having acquired the same from Shri. Mukund S/o. Puroshottam Dhabe & ten others, by Registered Sale Deed Dated 09-09-1992, which is duly registered at the Office of Sub-Registrar, Nagpur - 8, in Addl. Book No. 1, Volume No. 94 on Pages 62 to 67 at Serial No. 3147(P) on 14-09-1992**; AND**

WHEREAS, during the course of time the above named, Shri. Nilkanthrao S/o. Ganpatrao Chimurkar left for heavenly abode on 27-12-1998 and consequence upon his death his undivided share in the said property devolved upon his legal heirs (Sons & Married Daughters) namely (1) Shri. Vijay S/o. Nilkanthrao Chimurkar, (2) Shri. Ravindra S/o. Nilkanthrao Chimurkar, (3) Shri. Sanjay S/o. Nilkanthrao Chimurkar, (4) Smt. Nirmala W/o. Babanrao Dawle, (5) Smt. Veena W/o. Dinkarrao Kshirsagar, (6) Smt. Mona W/o. Shailesh Bangde**,** & his widow namely Smt. Sunanda WD/o. Nilkanthrao Chimurkar. Subsequently aforesaid Smt. Sunanda WD/o. Nilkanthrao

Chimurkar, also left for heavenly abode on 05-09-2008**; AND**

WHEREAS, during the course of time one of the Owner namely Shri. Prabhakar S/o. Pandurang Shivankar also left for heavenly abode on 01-03-2008 however during his lifetime he executed his last will in respect of his undivided share in the aforesaid property and bequeath the same in favour of his co-owner namely Shri. Sanjay S/o. Nilkanthrao Chimurkar**; AND**

WHEREAS, the Revenue Record of the aforesaid property accordingly corrected and the names of deceased namely Shri. Nilkanthrao S/o. Ganpatrao Chimurkar, Smt. Sunanda WD/o. Nilkanthrao Chimurkar & Shri. Prabhakar S/o. Pandurang Shivankar accordingly deleted from the Revenue record and names of married daughters namely Smt. Veena W/o. Dinkarrao Kshirsagar & Smt. Mona W/o. Shailesh Bangde being the legal heirs of deceased Shri. Nilkanthrao S/o. Ganpatrao Chimurkar accordingly mutated in the Revenue Record**; AND**

WHEREAS the aforesaid entire land bearing **Khasra No. 84 & 85** total area admeasuring 5.21 Hectares of Mouza – Jaitala, subsequently measured by the respective Owners in respect of their respective share and portion of land from the Office of City Survey, Nagpur – 3 and the authorities of **City Survey, Nagpur – 3** accordingly issued measurement sheet to the respective Owners and the land owned by the aforesaid Vendor namely Shri. Sanjay Nilkanthrao Chimurkar & his other Co-owners re-numbered as **Survey No. 84-85/2** having an area admeasuring **0.82 Hectares** and revenue Department accordingly issued separate 7/12 Extract in the Name of Shri. Sanjay Nilkanthrao Chimurkar and his other co-owners in respect of their land bearing **Survey/Khasra No. 84-85/2** having an area admeasuring **0.82 Hectares,** bounded by **East – Survey/Khasra No. 84-85/1**, by **West – Survey/Khasra No. 84-85/3**, by **North – Road** and by **South – Khasra Boundary & Nallha; AND**

WHEREAS sometime in the year 1999 the present **Vendor, Shri. Sanjay Nilkanthrao Chimurkar** and his other Co-owners jointly and mutually decided to develop the aforesaid land admeasurement **0.82 Hectares (2.05 Acres) OR 8200 Sq. Mtrs.,** of **Mouza – Jaitala,** into a residential layout comprising several Plots of different dimensions for their own beneficial use and utilization and accordingly they had prepared a common Layout plan consisting total Twenty Plots and mutually decided to effect partition of the aforesaid Twenty undeveloped plots in between themselves, so as to determine their respective Plots, which can be explicitly shared, retained and owned, individually in the said undeveloped layout and accordingly they effected a mutual partition of the said Plots laid in the said undeveloped layout and accordingly the share of each owners was explicitly determined in terms of Plots numbers in the said layout to be retained / owned by them, exclusively and in terms of the said mutual partition, the

Plot No. 2 area admeasuring **1737.8240 Sq. Mtrs.,** follow to the share of the present **Vendor**, **Shri. Sanjay S/o. Nilkanthrao Chimurkar; AND**

WHEREAS in course of time, the entire land comprising **Survey/Khasra No. 84-85/2** having an area admeasuring **0.82 Hectares (2.05 Acres) OR 8200 Sq. Mtrs.,** of **Mouza – Jaitala**, came under **Nagpur Improvement Trust's** Regularization Scheme of the unauthorized **1900 layouts** of **Nagpur City** under the **"Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001".** Taking advantage of the said scheme, the present **Vendor** and his other co-owners have paid initial Deposit of **Rs. 1,000/-** for their each plots (TOTAL 20 PLOTS) total amounting to **Rs. 20,000/- (Rupees Twenty Thousand Only)** to Nagpur Improvement Trust for regularizing their respective Plots**; AND**

WHEREAS subsequently the Nagpur Improvement Trust after completing all necessary legal formalities in respect of regularization of the said layout and the said plots, issued Demand Notes in respect of said Twenty (20) Plots in the name of their respective Owners under the **"Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001"** however **Nagpur Improvement Trust** directed the present Vendor, **Shri. Sanjay S/o. Nilkanthrao Chimurkar** and other Owners to submit necessary documents pertaining to the title of their respective ownership of their respective plots; **AND**

WHEREAS as per the direction and requirement of Nagpur Improvement Trust to submit necessary document in respect of ownership of their respective plots, the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** and others decided to effect partition of the aforesaid Twenty (20) Plots in between themselves, so as to determine actual ownership and title of the their respective plots, which can be explicitly shared, retained and owned, individually or jointly by them in their names and accordingly present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** and others, executed and Registered a **Deed of Partition** in between themselves which is duly Registered at the Office of **Sub-Registrar, Nagpur – 1** on **04-08-2018** at **Serial No. 4122/2018** and as per said Deed of Partition Dated 04-08-2018 the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** become the exclusive Owner of the said **Plot No. 2**, total area containing by admeasurement **1722.90 Sq. Mtrs.,**; **AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** submitted **Deed of Partition Dated 04-08-2018** with the Nagpur Improvement Trust and the present Owner also paid entire Regularization charges for regularizing the said **Plot No. 2,** to the Nagpur Improvement Trust and on payment of Development Charges, **Nagpur Improvement Trust,** through its **Building Engineer (WEST),** regularized the aforesaid **Plot No. 2,** containing by admeasurement **1378.3040 Sq. Mtrs**., under the

"Maharashtra Gunthewari Developments (Regulation, Upgradation & Control) Act, 2001" vide its **Release Letter / Permit No. 6290** dated **21-06-2019** in the name of present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar; AND**

WHEREAS the area of the aforesaid **Plot No. 2** was admeasuring **1737.8240 Sq. Mtrs.**, however during the process of regularization and after deducting Tangent area 14.92 Sq. Mtrs., and area under open and amenities Space 344.60 Sq. Mtrs., the Nagpur Improvement Trust regularized the area admeasuring **1378.304 Sq. Mtrs.,** in respect of the said **Plot No. 2**; **AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** later on applied for conversion of the aforesaid **Plot No. 2,** containing by admeasuring **1378.3040 Sq. Mtrs.,** being a portion of entire land bearing **Survey/Khasra No. 84-85/2** of **Mouza – Jaitala,** for **Non-Agricultural Use** and as per Order passed by the **Additional Tahsildar, Nagpur,** in **Revenue Case No. 4306/ N. A. P. 34 / 2018 – 19, Mouza – Jaitala, Dated 02.06.2019** converted the said **Plot No. 2** for **Non-Agricultural (Residential) Use; AND**

WHEREAS the present **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** solely enjoying vacant and peaceful possession of the said **Plot No. 2,** containing by admeasurement **1378.3040 Sq. Mtrs.,** without any claim, dispute, defect in title or hindrance from any person with all heritable and transferable rights therein and his name is also duly recorded in the Record of City Survey, Nagpur and also in the record of Nagpur Municipal Corporation as the sole and absolute Owner in possession of the said property and he has absolute right to deal with the said plot of land per his aspiration and preference; **AND**

WHEREAS the above named **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** keenly interested in developing the said **Plot No. 2 (Two),** (as per Nagpur Improvement Trust Release Letter) Containing by admeasuring **1378.3040 Sq. Mtrs., (OR 14,836.06 Sq. Fts.)** being a portion of entire land bearing **Survey / Khasra No. 84 & 85/2**, P. H. No. 44 of **MOUZA – JAITALA**, by constructing a multistoried apartment scheme comprising several residential cum commercial units thereon but having no experience of building construction, the above named Vendor has decided to entrust the entire work of development of the said plot of land and construction of apartment **scheme/project** over the said property to a reputed **Developer/Builder/Promoter** of Nagpur City and accordingly he entrusted the entire work of construction of the proposed multistoried commercial cum residential apartment **scheme/project** to / in favour of "**NAKSHATRA INFRAA" [P. A. No. AAWPF6941D]** A Registered Partnership Firm [**Registration No. NG000005218**] having its Office at Apartment No. 204, Patel Tower, Plot No. 201, Besa, Nagpur – 440

033, acting through its **Authorized Partners :- (1) Shri. Sudhir S/o. Rambhau Gindhewar & (2) Shri. Prakash S/o. Mahadeorao Gaikwad,** the **Developer/Promoter** hereinabove named by virtue of deeds of **"Agreement of Development, Promotion & Sale",** dated **13.11.2020** which is duly registered at the Office of **Sub-Registrar, Nagpur – 3** at **Serial No. 4339/ 2020; AND**

WHEREAS the above named **Developer/Promoter "NAKSHATRA INFRAA"** has accordingly prepared a **Building Plan** of the proposed Residential cum Commercial Apartment scheme propose to be constructed on the **Plot No. 2** Containing by admeasuring **1378.3040 Sq. Mtrs.,** to be known and styled as **"N VIBHA ANNEX"** building and the said **Building Plan** is duly sanctioned and approved by the **Deputy Engineer, Town Planning Department** of the **Nagpur Municipal Corporation** vide its **Building Permit No. 338/BP/Jaitala/TP/NMC/201707195 Dated 02-08-2021; AND**

WHEREAS Vendor and Promoter hereby states and declares that there are no impediments attached to the said project land and that there are no tenants or illegal encroachments on the said Project Land and that the Vendor has clear possession over the project land. The project land is freehold property and for establishing title, presently no separate permission is required to be obtained from the Government or any other Statutory Authority; **AND**

WHEREAS in terms and conditions of the **"Agreement of Development, Promotion & Sale",** dated **13.11.2020** the **Developer/Promoter "Nakshatra Infraa"** is in possession of the said project land and the **Developer/Promoter** is entitled and enjoined upon to construct building on the project land in accordance with recitals hereinabove; **AND**

WHEREAS the **Promoter** has proposed to construct upon the project land, **1 (One) Building,** having Basement and partly Ground Floor for Parking and there will be **11 (Eleven) Commercial Shop Block** on the **Ground Floor** and total **36 (Thirty Six) Residential Apartments,** i.e **Six (6) Apartments** each on the **First, Second, Third, Fourth, Fifth** and **Sixth floor** respectively, therefore the Building will comprise of total 11 Shop Blocks and 36 Residential Apartments therein in accordance with the Building Plan, Design and Specifications approved by the Nagpur Municipal Corporation and as may be further modified and approved from time to time in future, provided that before modifying / altering any change in the Building Plan, Design and Specifications, the **Promoter** shall obtain prior consent in writing from the Purchaser only in case such modifications / alterations, which may adversely affect the nature and structure of Apartment of the Purchaser, except any alteration or addition required by the Nagpur Municipal Corporation and / or Government Departments or Statutory Authorities or due

to change in any law or regulations, however in case in future Nagpur Municipal Corporation and / or Government Departments or any Statutory Authorities sanction additional Apartments on Seventh / Eighth floor in such event no express consent is required by the Vendor and the Promoter from the Purchaser for construction of such additional apartments ; AND

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

WHEREAS the Purchaser has expressed his desire and willingness to purchase Residential **Apartment No. _____,** having **Carpet Area of _____ Sq. Mtrs. [Built Up Area – _____ Sq. Mtrs.],** situated on the **_____ Floor** in the proposed "**N VIBHA ANNEX"** building from the Promoter**; AND**

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

WHEREAS prior to payment of any money and execution / registration of this Agreement to Sell, the Purchaser has thoroughly and carefully perused all original Title Deeds & Documents, Building Plan, Requisite Permissions, Clearances, Certificates, etc. and Specifications of the said Project disclosed by the Promoter and satisfied himself about title of the Vendor to the said property and / or its right and authority to sell the same on ownership basis. The Purchaser hereby affirms and confirms that the Promoter has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and the Purchaser has no further or any other information nor disclosure required from the Promoter before booking and purchasing the said Apartment; AND

WHEREAS the authenticated copies of Certificate of Title issued by an Advocate or the Attorney at Law of the Vendor and the Promoter, authenticated copies of City Survey Property Card and other relevant Revenue Records showing nature of the title of the Vendor to the project land on which the building is proposed to be

constructed by the Promoter have been annexed hereto and marked as Annexure - "A" and Annexure – "B", respectively; **AND**

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

WHEREAS the Promoter has got approvals from Nagpur Municipal Corporation of the Building Plan, Elevations, Sections, Specifications of the proposed Building and shall obtain the balance approvals from various Statutory Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; **AND**

WHEREAS while sanctioning the Building Plan, the Nagpur Municipal Corporation and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **Promoter** while developing the project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building shall be granted by the Nagpur Municipal Corporation**; AND**

WHEREAS the **Promoter** has accordingly commenced construction of the said Building in accordance with the sanctioned Building Plan**; AND**

WHEREAS subsequently, the **Vendor, Shri. Sanjay S/o. Nilkanthrao Chimurkar** (being the **Grantor**), executed a "**Deed of Declaration**" under **Section 2** of the "**Maharashtra Apartment Ownership Act"**, **1970** and thereby subjected the entire scheme of **"Vibha Heights"** to the provisions of "**Maharashtra Apartment Ownership Act, 1970"** and the bye -laws appended thereto. The said **Deed of Declaration** is duly registered at **Serial No. _____/_____** on dated **_____** at the office of **Sub-Registrar No. ___**, **Nagpur; AND**

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

WHEREAS the Vendor, the Promoter and the Purchaser are relying on

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

WHEREAS, the **PURCHASER** hereinabove named has satisfied himself /herself/themselves in respect of the **VENDOR'S and DEVELOPER** 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 **developer** 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 **DEVELOPER** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, Registration No. **……**; ***AND***,

WHEREAS, the **DEVELOPER** has appointed structure Engineer for the said proposed construction building ……., Maharashtra who is duly registered Nagpur improvement Trust vide registration no……. and Nagpur Municipal corporation vide registration no……., AND

WHEREAS, the **DEVELOPER** has appointed **Architect** ……., Maharashtra who is duly registered Nagpur improvement Trust vide registration no. ……..; ***AND***,

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

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchase by the **PURCHASERS** have been, ***AND***,

WHEREAS, the **PURCHASERS** have applied to the **DEVELOPER and owner** for purchase of **Apartment No. …… on …….. Floor,** the carpet area of the said Apartment is **……. square meters;** Wash Varanda/Open Balcony Carpet area is **…….. square meters in "N VIBHA ANNEX",** of the said proposed construction Project along with **……..%** undivided share in the said plot no.2*; **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 is defined as the net usable floor area of an apartment, 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. 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 entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open/covered parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

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 sale deed the **PURCHASERS** shall have to pay the sum of **Rs. ……/- (Rupees ……. only)**only to the developer, being payment of the sale consideration of the Apartment agreed to be sold by the **developer** to the **PURCHASERS** and the **PURCHASERS** have agreed to pay **DEVELOPER** the sale consideration amount 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 AND DEVELOPER** is required to execute a written Agreement for sale of said Apartment with the **PURCHASERS** for the sale in respect of the said apartment and therefore, **VENDOR, DEVELOPER** 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 **DEVELOPER** hereby agrees to sell and the **PURCHASERS** hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Buildings consisting of **Ground Floor and 6 (SIX) Upper Floors**. The Ground Floor having 11 commercial shops and on the back side op said shop having parking area so also said building having basement parking and 1st floor to 6th floor having 6 residential apartments on each floor to be proposed construction by the **DEVELOPER** 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 **PURCHASER** shall have to obtain prior consent in writing of the **DEVELOPERS** in respect of variations or modifications, which may adversely affect the Apartment of the **PURCHASERS,** except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The **PURCHASERS** hereby agrees to purchase, residential apartment/commercial shop from the **DEVELOPER** the **DEVELOPER** hereby agrees to sell to the **PURCHASERS Apartment No. …….. on …….. Floor,** the carpet

area of the said Apartment is **……. square meters;** Wash Varanda/Open Balcony Carpet area is **…….. square meters in "**N VIBHA ANNEX"**,** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule D** for the total sale consideration of **Rs. ……/- (Rupees ……. only) along with additional amount of SGST and CGST on consideration amount** . After due discussions, diligence between the **DEVELOPER** and the **PURCHASERS,** the **PURCHASERS** hereby agrees to purchase from the **VENDOR** and the Promoter agrees to sell to the **PURCHASERS** the Said Apartment for a lump sum consideration **Rs. ……../- (Rupees ……..only)** shall be paid by **PURCHASERS** to the **VENDOR** towards the said Apartment hereinafter referred to as the **"Consideration amount".** The **VENDOR AND DEVELOPER** specifically declares and the **PURCHASERS** hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment, 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** have agreed that , they shall be paid total sale consideration amount of **Rs. …….. alongwith additional amount of Central and state G.S.T. to Vendor in the** following manner by way of cheque/ D.D./home loan/ housing loan Etc.:-

SCHEDULE – "E"

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the **DEVELOPER** 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 **DEVELOPER**) up to the date of handing over the possession of the said Apartment. The **PURCHASERS** specifically agrees to pay to the **DEVELOPER** all such Taxes & Insurance Premium as and when demanded and shall always keep the **DEVELOPER** indemnified against the same. In the event of implementation of Goods of Service Tax (GST) Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the **PURCHASERS.** It shall be obligatory on the part of **PURCHASERS** to pay the amount of GST etc. simultaneously with the payment of each installment.

1.e The **PURCHASERS** do 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) @ ……% 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 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 **DEVELOPER**.

1.h THAT during the period of building construction the **PURCHASERS** with Two days' advance intimation to the **DEVELOPER**, 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 **DEVELOPER** 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 **DEVELOPER**. If there is any reduction in the carpet area beyond the defined limit, then the **DEVELOPER** shall refund the excess money paid by the **PURCHASERS** within 90 (Ninety) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the **PURCHASERS.** If there is any increase in the carpet area allotted to **PURCHASERS**, the DEVELOPER 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 **DEVELOPER** to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/them names as the **DEVELOPER** may in its sole discretion deem fit and the **PURCHASERS** undertakes not to object/demand/direct the **DEVELOPER** to adjust her/his payments in any manner.

2.1 THAT, the **DEVELOPER** 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 to the **PURCHASERS,** obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the **DEVELOPER** as well as the **PURCHASERS.** The **VENDOR** AND DEVELOPER shall abide by the time schedule for completing the project and handing over the Apartment 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 **DEVELOPER** as provided in clause 1 (c) herein above. **("Payment Plan")**.

3. The **VENDOR** hereby declares that the ***Floor Space Index available*** *as on date in respect of the project land is …… Square Meters only and VENDOR has planned to utilize Floor Space Index of ……. 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 ……** as proposed to be utilized by it on the project land in the said Project and **PURCHASERS** has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the **DEVELOPER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **DEVELOPER** 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 **DEVELOPER** fails to abide by the time schedule for completing the project and handing over the Apartment to the **PURCHASERS,** the **DEVELOPER** 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 **DEVELOPER**, 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 **PURCHASERS** (s) to the **DEVELOPER**.

4.2 Without prejudice to the right of the **DEVELOPER** to charge interest on delayed payment, if the **PURCHASERS** commits three defaults on making payment as per the stages mentioned **Schedule – "E"** then the **DEVELOPER** 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 **DEVELOPER** within a period of 15 days, then the **DEVELOPER** shall be entitled to terminate this Agreement and deduct 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 90 days of termination without any interest and PURCHASER shall not having any rights to claim any interest on the said amount. In the event of termination **DEVELOPER** 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 for that DEVELOPER AND VENDOR shall not be responsible .

If the **PURCHASERS** wishes to cancel the agreement due to reasons not attributable to the default of the **DEVELOPER**, then the **DEVELOPER** shall deduct 15% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other **PURCHASERS** . In the event of cancellation by **PURCHASERS,** the **DEVELOPER** 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

DEVELOPER in the said building and the Apartment as are set out in **Annexure - 'D',** ***annexed hereto***.

6. The **DEVELOPER** shall give possession of the Apartment to the **PURCHASERS** on or before **31 day of March 2025**, 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 **DEVELOPER** 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 **DEVELOPER**. If the **DEVELOPER** fails or neglects to give possession of the Apartment to the **PURCHASERS** on account of reasons beyond his control and of his agents by the aforesaid date, then the **DEVELOPER** shall be liable on demand to refund to the **PURCHASERS** the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **DEVELOPER** received the sum till the date the amounts and interest thereon is repaid. Further purchaser is agreed that he will not claim any rent or damages from developers and vendors towards delaying in possession of thee apartment however purchaser shall claim damages towards rent in that event developer will responsible to pay Rs. 500 per month towards rent cum damages charges and in that event purchaser would not be claim any damages under clause 4.1 and out of these two whichever is less that amount always be payable by the developer to the purchaser towards rent cum damages.

Provided further that the **DEVELOPER** shall not deliver the actual physical possession of the said Apartment 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 **DEVELOPER** hereto.

Provided further that the **DEVELOPER** shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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 **DEVELOPER** 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 **DEVELOPER** 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 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 **DEVELOPER** shall give possession of the said Apartment to the **PURCHASERS.** The **DEVELOPER** agrees and undertakes to indemnify the **PURCHASERS** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **DEVELOPER**. The **PURCHASERS** agree(s) to pay the maintenance charges as

determined by the **DEVELOPER** or Association of **PURCHASERS,** as the case may be.

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

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

7.4 THAT the **DEVELOPER** 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 **DEVELOPER AND 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 hereby agreed to be sold in favor 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 chosen by the **PURCHASERS** to the **DEVELOPER**.

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 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 Owners for the purpose of maintenance.

THAT the **DEVELOPER** 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 **DEVELOPER** 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 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 are constructed thereon by the **DEVELOPER** 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 favor of **PURCHASERS,** the **PURCHASERS** shall permit the **DEVELOPER** 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 he/she/they shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 FAILURE OF PURCHASERS TO TAKE POSSESSION OF APARTMENT : Upon receiving a written intimation from the **DEVELOPER** as per clause (8.1) the **PURCHASERS** shall take possession of the Apartment from the **DEVELOPER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the **DEVELOPER** shall give possession of the Apartment to the **PURCHASERS.** If the **PURCHASERS** fails to take the possession of the apartment 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 **DEVELOPER**. 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 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 is the primary responsibility of the **PURCHASERS** and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.

The **PURCHASERS** shall carry out all internal repairs at her/him/their own cost in the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the **DEVELOPER** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 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 without the prior written permission of the **DEVELOPER** 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 in the compound or any portion of the said land and the building in which the Apartment is situated.

7.8 If within a period of five years from the date of handing over the Apartment 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 **DEVELOPER** any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **DEVELOPER** at its own cost and in case it is not possible to rectify such defects, then the **PURCHASERS** shall be entitled to receive from the **DEVELOPER**, 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, the **PURCHASERS** shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the **DEVELOPER** 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 resulting in damages of any nature, then under such circumstances the **DEVELOPER** shall not be liable for repairing the said defect.

8.1 The **PURCHASERS** shall use the Apartment 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 **DEVELOPER** 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 **DEVELOPER** shall not pay, nor the **PURCHASERS** shall demand any rent etc. for any signs displayed by the **DEVELOPER**.

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-……, AT SR.NO……. DT……**. 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 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 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 Owner or Owners.

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

9.5 Within 15 days after notice in writing is given by the **DEVELOPER** to the **PURCHASERS** that the Apartment 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) 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 **DEVELOPER** such proportionate share of outgoings as may be determined after calculation.

The **PURCHASERS** is agreed that, the **PURCHASERS** shall pay Rs.75,000/- (Rupees seventy five Thousand only) in addition to consideration amount towards meter installation, cable and transformer charges to the **DEVELOPER** and Further Rs.1,00,000/- (Rupees one lacs only) for 2 BHK each apartment, Rs.1,25,000/- (Rupees one lacs twenty five thousand only) for 3BHK each apartment and Rs. 50,000/- for each shop towards lump- sum amount for 5 years building maintenance charges i.e. "N VIBHA ANEEX" and this amount is non- refundable to any concerned person of apartment and shop owners ; And,

That the **PURCHASERS** is agreed that the above charges and maintenance amount shall be paid to **DEVELOPER** before handing over the possession of the said Apartment, shop , Further maintenance amounts so paid by the **PURCHASERS** to the **DEVELOPER** shall not carry any interest and remain with the **DEVELOPER** towards lump-sum amount for 5 years maintenance charges and said amount is non- refundable at any cost to the **PURCHASERS**. So also said maintenance charges shall not be claimed by PURCHASERS/management of said building to the association of apartment owner in future as this amount fully non-refundable from **DEVELOPER**.

DEVELOPER shall be responsible for providing and maintaining the essential services out of maintenance charges collected from the **PURCHASERS** more particularly described in **Schedule – "F"**, upto 5 years after handover the possession of the said apartment. It is agreed and understood by the **PURCHASERS** that the Maintenance Amount payable by the **PURCHASERS** to the **DEVELOPER** for maintaining the project for 5 years. **DEVELOPER** hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and **DEVELOPER** shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment/shop **PURCHASERS** and this maintenance fund will not be misused by the **DEVELOPER** for any other purpose upto 5 years. That on or before completion of 5 years term of said building the **DEVELOPER** shall formation of Society and handover the said society to the apartment owners jointly and collectively , thereafter it's society discretion to collect maintenance charges monthly, quarterly , half yearly and yearly and said maintenance charges shall be paid by PURCHASERS to society as per society terms and condition. The **DEVELOPER** shall have sole discretion to decide actual utilization of the maintenance charges collected from the **PURCHASERS** and no **PURCHASERS** shall be entitle to challenge the same on the ground of reasonability and/or preference.

10. REPRESENTATIONS AND WARRANTIES:

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

i. The **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER AND VENDOR** having every 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 entered into development agreement with DEVELOPER and the VENDOR and DEVELOPER having every right to execute any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of **PURCHASERS** under this Agreement;

x. The **VENDOR AND DEVELOPER** confirms that the **VENDOR AND DEVELOPER** are not restricted in any manner whatsoever from selling the said Apartment 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 in favour of the **PURCHASERS,** the **DEVELOPER** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xiii. The **VENDOR** AND DEVELOPER have 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 **DEVELOPER** 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 , thus that the demand for water will be fulfilled either through borewell or through tanker or any other available source. 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/ **DEVELOPER** indemnified at all times.

xvi. The terrace space adjacent to the Apartment shall belong exclusively to the respective **PURCHASERS** of the Apartment 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 **DEVELOPER** 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 may come, hereby covenants with the **VENDOR AND DEVELOPER** as follows :-

i. To maintain the Apartment at the **PURCHASERS** own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. Not to store in the Apartment 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 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 is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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/shop and maintain the Apartment in the same condition, state and order in which it was delivered by the **DEVELOPER** to the **PURCHASERS** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 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 without the prior written permission of the **DEVELOPER** and/or the Association of the Apartment Owners.

vi. Not to do or perform any activity, which will result in damages to the said Apartment 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 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 in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the **DEVELOPER** within fifteen days of demand by the **DEVELOPER**, 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 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 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 or part with the possession of the Apartment until all the dues payable by the **PURCHASERS** to the **DEVELOPER** under this Agreement are fully paid up and only if the **PURCHASERS** 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 **DEVELOPER**.

xi. The **PURCHASERS** shall observe and perform all the rules and regulations which the Association of the Apartment 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 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 Owners regarding the occupancy and use of the Apartment 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 Owners, the **PURCHASERS** shall permit the **DEVELOPER** 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 in the said Project remain unsold, even after completion of 5 years of the buildings, then the **DEVELOPER** shall bear and pay the 2% of regular Maintenance Charges payable on expenditure of per month for such unsold Apartments.

12. The **DEVELOPER** shall maintain a separate account in respect of sums received by the **DEVELOPER** 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 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 hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **DEVELOPER** 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** AND **DEVELOPER** 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 **DEVELOPER** does not create a binding obligation on the part of the **DEVELOPER** 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 **DEVELOPER**. If the **PURCHASERS**(s) fails to execute and deliver to the **DEVELOPER** this Agreement within 30 (thirty) days from the date of its receipt by the **PURCHASERS** and/or appear before the Sub-Registrar for its registration as and when intimated by the **DEVELOPER**, then the **DEVELOPER** shall serve a notice to the **PURCHASERS** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the **PURCHASERS,** application of the **PURCHASERS** shall be treated as cancelled and all sums deposited by the

PURCHASERS in connection therewith including the booking amount shall be returned to the **PURCHASERS** 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/ SHOP /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 PURCHASERS / 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 **PURCHASERS** of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 **PURCHASERS** has to make any payment, in common with other **PURCHASERS**(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 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. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the **DEVELOPER AND VENDOR** through its authorized signatory at the **DEVELOPER**'s Office, or at some other place, which may be mutually agreed between the **DEVELOPER** and the **PURCHASERS,** in Nagpur after the Agreement is duly executed by the **PURCHASERS** and the **VENDOR** AND **DEVELOPER** 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 AND DEVELOPER** 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** AND **DEVELOPER** will attend such Office and admit execution thereof.

25. DEVELOPER specifically communicates to the **PURCHASERS** that the **PURCHASERS** shall make the payments for Consideration Amount to the

DEVELOPER by Demand Draft or by local cheques drawn in the name of **M/S ……**, or by electronic mode of transfer.

NEFT/ RTGS details are as under:

ount Holder Name : **……..**,
ii. Bank Name : **……,**
iii. Branch : **……,**
iv. Account Number : ……**,**
v. IFSC code : **……..,**
vi. Account type : **Current A/c,**

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

NAME OF PURCHASERS :- **……,**
……,
PURCHASERS'S ADDRESS :- **……..** :-
_____

NAME OF VENDOR **:-** ……
OFFICE OF VENDOR **:-** ……..
NOTIFIED EMAIL ID :- ……..

It shall be the duty of the **PURCHASERS** and the **DEVELOPER** 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 **DEVELOPER** or the **PURCHASERS,** as the case may be.

27. JOINT PURCHASERS: In case there are Joint **PURCHASERS** all communications shall be sent by the **DEVELOPER** 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 **PURCHASERS.**

28. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sale, 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 **PURCHASERS.**

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.

SCHEDULE – "A" ABOVE REFERRED TO

Description of the Project land

ALL THAT piece and parcel of Non-Agricultural plot no.2, admeasuring ……..

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : "N VIBHA ANNEX",

APARTMENT NO.	FLOOR	CARPET AREA	Wash Varanda/Open Balcony Carpet area	Undivided Share in Land

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 the basement and back side of commercial shop on the Ground Floor shall be treated as a Common Area.
C) Common passage leading to the Stair Way.
D) The following facilities located throughout the buildings:-
i) 1 (One) Staircase is provided to said proposed construction Building.
ii) 2 (TWO) Lifts to proposed construction Building for 4 Passenger's capacity.
iii) 1 (one)Bore -well with Electric and Motor Pump.
iv) A Sump.
v) Plumbing net work, throughout the building.
vi) Electric wiring network throughout the building.
vii) Necessary light and public water connections.
viii) 1 Overhead PVC Water Tank.
ix) 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.
x) AND in general all apparatus and installations existing for common use.

SCHEDULE – "D" ABOVE REFERRED TO

SPECIFICATIONS OF THE APARTMENT

General:-

1. R.C.C. frame structure standard bricks work,
2. Internal plaster shall funty finished , external cement plaster,
3. Two Lift in building,

Rooms:- **i)** Vitrified tile flooring in living and all bedrooms. ii) smooth finish plaster with two coats of putty with emulsion paints. iii) Aluminum powder coated Sliding windows with M.S.Grill. iv) Main Door- flush door with S.S.Hardware , Internal doors- Laminated flush door and RCC cement frame .

Kitchen:- **1.**Vitrified tile flooring. 2.Green Marble platform with stainless steel sink.3.ceramic tile dado upto lintel level above kitchen platform.

Bathrooms & Toilets:-1. Antiskid ceramic tile flooring; 2.Standard plumbing fitting; 3.Concealed plumbing; 4. RCC cement frame and flush door.

Balconies:- 1. Vitrified tile flooring; 2. painted MS Railing;

Electrical fitting:- Standard switches; Sufficient point in all rooms; Concealed wiring;

SCHEDULE – "F" ABOVE REFERRED TO

MAINTENANCE SCHEDULE

Rs.75,000/-(Rupees seventy five Thousand only) in addition to consideration amount towards meter installation, cable and transformer charges to the **DEVELOPER** and Further Rs.1,00,000/- (Rupees one lacs only) for 2 BHK each apartment, Rs.1,25,000/- (Rupees one lacs twenty five thousand only) for 3BHK each apartment and Rs. 50,000/- for each shop **towards 5 years building maintenance of "N VIBHA ANNEX" and its non-refundable ,**

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LIST OF ANNEXURE

ANNEXURE – A :- Title Report

ANNEXURE –B :- (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 –C :- (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority.)

ANNEXURE –D :- (Authenticated copies of the Floor plans.)

ANNEXURE – E :- **……..**

ANNEXURE –F :-(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority),

ANNEXURE – E :- ……..

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

SHRI. SANJAY S/o. NILKANTHRAO CHIMURKAR,

VENDOR

NAKSHATRA INFRAA THROUGH IT'S AUTHORISED PARTNER

(PURCHASER)

NAKSHATRA INFRAA

Renuka Aptt. Chhatrapati Nagar, Nagpur - 440 015.

ALLOTMENT LETTER

Dt. _____

To,

_____

_____

Subject: - Allotment of Apartment No. _____ on _____ Floor in the project called as "N VIBHA ANEEX" Apartments.

Dear Sir / Madam,

I have a pleasure to confirm that you have been allotted Apartment No. _____ on _____ Floor, having Carpet Area_____ Sq. Mtrs., and Net Built-up area _____ Sq. Mtrs., in " N VIBHA ANNEX" Apartment building, propose to be constructed on ALL THAT Piece and Parcel of land bearing PLOT NO. 2 (Two), As per Nagpur Improvement Trust Release Letter Containing by admeasuring 1378.3040 Sq. Mtrs., (Or 14,836.06 Sq. Fts.) bearing Nagpur Municipal Corporation House No. 653/A/2, being a portion of entire land bearing Survery / Khasra No. 84 & 85/2, P. H. No. 44 of MOUZA – JAITALA, bearing City Survery No. 177 and Sheet No. 32, situated at Chimurkar Layout, Jaitala Road, Nagpur, within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust, Ward No. 75, in Tahsil and District NAGPUR

We are thankful to you for the trust and faith you have shown on us.

Thanking you.

(SHRI. SUDHIR S/o. RAMBHAU GINDHEWAR)

AUTHORIZED PARTNER

For :- "NAKSHARTA INFRAA"

(DEVELOPER/PROMOTER FIRM)