Stamp Duty Rs. _____/-
Reg. Fee Rs. _____/-

WITHINTHEJURISDICTIONOFJT. SUB-REGISTRAROFFICE,NAGPUR (CITY)

AGREEMENT TO SELL

In Respect of Residential Apartment / Flat No. _____
On _____ Floor of a Building to be known &styled as

"PRERNA HEIGHT"

Sale Consideration Rs. _____/-
Market Value Rs. _____/-

Rate Rs. _____/- Per Sq.Mtr.
As per Item No. _____ onPage No. _____.

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This **AGREEMENT TO SELL** is executed on this ____ **th day of** _____, **2022**at Nagpur.

BETWEEN

1) **Smt. Deokubai Deoraoji Nemad**
Aged about 76 Years, Occupation – Household
R/o. 149, Surendra Nagar, Nagpur – 440 015.
(PAN – ACJPN 9015 B)
(UID No. 5839 5081 8081)

2) **Mr. Krishna @Krushna Devraoji Nemad**
Aged about 63 Years, Occupation – Business
(PAN – ACJPN 9014 A)
(UID No. 2399 2455 5091)
(Mobile No. 94 221 08033)

3) **Mrs. Vijaya Krishna @ Krushna Nemad**
Aged about 53 Years, Occupation – Household
(PAN – ACJPN 9026 E)
(UID No. 4372 3891 1577)

4) **Smt. Durga Prakash Nemad**
Aged about 53 Years, Occupation – Household
(PAN – ACJPN 9024 G)
(UID No. 4482 9751 9711)

5) **Miss. Nutan Prakash Nemad**
Aged about 29 Years, Occupation – Student
No. 2 to 5 R/o. 2, Nehru Nagar,
Khamla Road, Nagpur – 440 015.
(PAN – BBSPN 1171 P)
(UID No. 4796 0191 1342)

6) **Mrs. Vijayashri Vishal Ramde** *(Name After Marriage)*
Miss. Vidya Prakash Nemad *(Name Before Marriage)*
Aged about 34 Years, Occupation – Household
No. Trimurti Nagar, Nagpur – 440 022.
(PAN – AMUPN 6877 C)
(UID No. 4571 3018 2245)

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7) **Mr. Vilas Deoraoji Nemad**
Aged about 56 Years, Occupation – Agriculturist
(PAN – ABYPN 8144 P)
(UID No. 5249 8265 8279)
(Mobile No. 98 223 66153)

8) **Mrs. Hema Vilas Nemad**
Aged about 54 Years, Occupation – Household
No. 7 & 8 R/o. 149, Surendra Nagar, Nagpur – 440 015.
(PAN – ACGPN 2447 Q)
(UID No. 6927 6037 4078)

9) **Mr. Sanjay Deoraoji Nemad**
Aged about 57 Years, Occupation – Business
(PAN – AAXPN 1472 G)
(UID No. 8917 8437 0157)
(Mobile No. 98 223 68676)

10) **Mrs. Sunita Sanjay Nemad**
Aged about 53 Years, Occupation – Household
No. 9 & 10 R/o. 29, Anand Apartment, Near Aavalebabu School, Income Tax Colony, Hingna Raod, Jaitala, Nagpur – 440 036.
(PAN – ACJPN 9023 B)
(UID No. 5989 3854 2839)
Vendor Nos. 1 to 10
Through their Power of Attorney Holder –
M/s. Shrungar Developers
(PAN – ABSFS 2667 J)
A Partnership Firm having its
Office at – Nelco Society, Trimurti Nagar, Nagpur – 440 022.
Through its Partners -
Mr. Milind S/o. Pundlikrao Sambhe
Aged about 47 Years, Occupation - Business
R/o. 401, Maharshi Vinayak Apartment, Near Skating Ground, Swawlambi Nagar, Nagpur – 440022.
(PAN - AFWPS 4532 C)
(UID No. 8354 8512 1568)
(Mobile No. 98 22240847)

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(hereinafter referred to as the**"Vendors"**,which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **"Vendors"**, as well as his/her/their heirs, legal representatives, executors, administrators, successors, assigns and attorneys) of the **First Part;**

AND

Mr. _____
Aged about ___ Years, Occupation – _____
R/o. _____
_____
(PAN – _____)
(UID No. _____)
(Mobile No. _____)

(hereinafter referred to as the **"Purchaser/s"**,which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **"Purchaser/s"**, as well as his/her/their, heirs, legal representatives, executors, administrators, successors and assigns andattorneys) of the **Second Part;**

M/s. Shrungar Developers
(PAN – ABSFS 2667 J)
A Partnership Firm having its
Office at – Nelco Society, Trimurti Nagar, Nagpur – 440 022.
Through its Partners -
Mr. Milind S/o. Pundlikrao Sambhe
Aged about 47 Years, Occupation - Business
R/o. 401, Maharshi Vinayak Apartment, Near Skating Ground, Swawlambi Nagar, Nagpur – 440022.
(PAN - AFWPS 4532 C)
(UID No. 8354 8512 1568)
(Mobile No. 98 22240847)

(hereinafter referred to as the **"Confirming Party"**,which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said **"Partnership Firm"**, its partners as well as his/her/their, heirs, legal representatives,executors, administrators, successors and assigns and attorneys) of the of the **Third Part;**

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Where the context so require, words & expression referring to the Parties hereto jointly or individually also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS,the Vendors are the joint, full & an absolute ownersof ALL THAT piece and parcel of land bearing **Municipal Corporation House No. 504/E/1,** containing by total admeasuring 481.877 Sq.Mtrs. + 481.877 Sq.Mtrs. + 484.30 Sq.Mtrs.=**1448.054 Sq.Mtrs (or 15586.85 Sq.Ft.)** *(as per Sale Deeds & Mutation Entries)* and **1448.0380 Sq.Mtrs.** *(as per Building Plan &Regularization Letter issued by the NIT),* being a portion of the entire land bearing **Survey / Khasra No. 15/6 & 15/15,** having **Sheet No. 187-A/14, City Survey No. 21/1 & 21/2** of **Mouza – Jaitala,**P.H. No. 44, situated at –NMC Ward No. 74, Shree Gruh Nirman Sahkari Sanstha Ltd., Nagpur within the limits of N.I.T. & N.M.C. Nagpur, Tehsil and District Nagpur.(Hereinafter referred to as the**"Said Plot of Land").**

BRIEF HISTORY OF THE PROPERTY

Whereas–

That, the abovesaid entire land ofSurvey/Khasra No. 15/15is converted into Non-Agricultural Use for Residential Purpose by the Order passed by the Sub Divisional Officer, Nagpur on 16/11/1970 vide **Revenue Case No. 118/A-2/70-71.**

That, the land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.),being a portion of entire land bearing Survey/Khasra No. 15/15 of Mouza – Jaitala, Originally belonged to Mr. Yashwant Durgaji Nitnawre and 5 others.

Lateron, the abovementioned land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.) purchased by M/s. Steel & Allied Enterprises, a partnership firm from Mr. Yashwant Durgaji Nitnawre and 5 others, by way of a registered Sale Deed, dtd. 28/12/1982, which is duly registered before the Jt. Sub-registrar, Nagpur in Book No. 1 at Sr.No. 7282 on even date.

Lateron, the land admeasuring 5185 Sq.Ft. (or 481.877 Sq.Mtrs.) out of the abovementioned land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.) purchased by Shree Gruh Nirman Sahakari Sanstha Ltd., Nagpur through its President – Mr. Rajiv Prabhakar Dhoble from M/s. Steel

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& Allied Enterprises, by way of a registered Sale Deed, dtd. 07/07/2000, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Addnl. Book No. 1, Volume No. 1189 on Page No. 59 to 64 at **Sr.No. 2009**, having Document No. 2574 (P).

Lateron, the remaining land admeasuring 5185 Sq.Ft. (or 481.877 Sq.Mtrs.) out of the abovementioned land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.) purchased by Shree Gruh Nirman Sahakari Sanstha Ltd., Nagpur through its President – Mr. Rajiv Prabhakar Dhoble from M/s. Steel & Allied Enterprises, by way of a registered Sale Deed, dtd. 07/07/2000, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Addnl. Book No. 1, Volume No. 1189 on Page No. 65 to 70 at **Sr.No. 2010**.

Lateron, the land admeasuring 5185 Sq.Ft. (or 481.877 Sq.Mtrs.) out of the abovementioned land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.) purchased by **Vendor No. 1 to 4** and Late Mr. Prakash Deoraoji Nemad from Shree Gruh Nirman Sahakari Sanstha Ltd., Nagpur through its President – Mr. Rajiv Prabhakar Dhoble, by way of a registered Sale Deed, dtd. 01/01/2001, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Addnl. Book No. 1, Volume No. 1205 on Page No. 139 to 144 at Sr.No. 42 (P), having Document No. 41 (P).

Lateron, the land admeasuring 5185 Sq.Ft. (or 481.877 Sq.Mtrs.) out of the abovementioned land admeasuring 10370 Sq.Ft. (or 963.754 Sq.Mtrs.) purchased by **Vendor No. 1 & 7 to 10** from Shree Gruh Nirman Sahakari Sanstha Ltd., Nagpur through its President – Mr. Rajiv Prabhakar Dhoble, by way of a registered Sale Deed, dtd. 01/01/2001, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Addnl. Book No. 1, Volume No. 1205 on Page No. 145 to 150 at Sr.No. 43 (P), having Document No. 42 (P).

That, the land admeasuring 0.05 H.R. out of Survey/Khasra No. 15/6 of Mouza – Jaitala, Originally belonged to Smt. Anjanabai Ganpat Thool, Mr. Shivshankar Ganpat Thool, Mr. Vinod Ganpat Thool and Mr. Dipak Ganpat Thool.

Lateron, the abovenamed land owners executed a Partition Deed on 14/02/1990, which is duly registered before the Jt. Sub-registrar,

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Nagpur No. 1 in Addnl. Book No. 1, Volume No. 1587 on Page No. 102 to 107 at Sr.No. 2352(P) on even date and by way of said Partition Deed, the land admeasuring 484.30 Sq.Mtrs. having acquired by Smt. Anjanabai Ganpat Thool, Mr. Shivshankar Ganpat Thool, Mr. Vinod Ganpat Thool.

Lateron, the land admeasuring 5213 Sq.Ft. (or 484.30 Sq.Mtrs.) out of Survey/Khasra No. 15/6 of Mouza – Jaitala, purchased by **Vendor No. 2, 7, 9 and Late Mr. Prakash Deoraoji Nemad**from Smt. Anjanabai Ganpat Thool, Mr. Shivshankar Ganpat Thool, Mr. Vinod Ganpat Thool, by way of a registered Sale Deed, dtd. 19/03/2002, which is duly registered before the Jt. Sub-registrar, Nagpur No. 9 in Book No. 1at Sr.No. 787/2002 with the Consent of Mr. Dipak Ganpat Thool.

Lateron, the aforesaid **Mr. Prakash Deoraoji Nemad**left for heavenly abode on 13/10/2013 and consequent upon his death/demise his undivided share and interest out of the abovementioned land of said Survey / Khasra devolved upon his legal heirs i.e. **Vendor No. 4 to 6**jointly by way of intestate succession, being the only surviving legal heirs of the deceased.

As a result, the Present Owners / Vendorshereinabove named have now became the joint, full and an absolute ownersof the aforesaid plots of land with heritable and transferable rights therein and the same is also accordingly mutated his/her/their name in all relevant records of Government, therefore, the Vendorshave full right to execute & register the present Deed/Instrument under his/her/theirsignature.

That, the layout plan of the said Survey / Khasra is regularized by the Nagpur Improvement Trust as per the Permit for Regularisation of UnauthorisedConstruction of the House/ Plot Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 and NIT Board Resolution No. 15, Dated 27/01/2001.

The said property described in the Schedule hereunder is in the scheme of 1900 of Nagpur Improvement Trust.

That, the abovenamed Vendors had given an application to Nagpur Improvement Trust, Nagpur for issuance of Regularization Letter hence, Nagpur Improvement Trust issued Regularization Letter in the name of abovenamed Vendors, vide Permit No. 6414, Case No. 2008040869,

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Layout No. 1900/20080815219 on 19/08/2019 regarding the said plots of land and Net Area regularized 1448.0380 Sq.Mtrs.

Lateron, the said Vendorshave entered into an Agreement for Development with M/s. Shrungar Developers Through its abovenamed Partner/ Confirming Party on 08/02/2018, which is duly registered before the Jt. Sub-Registrar, Nagpur No. 4 in Book No.1 at Sr.No. 808/2018 and it has seen that the proper Stamp duty and Registration fees are paid on the Agreement for Development by the M/s. Shrungar Developers/ Confirming Party.

And, the said Vendors have appointed M/s. Shrungar Developers Through its abovenamed Partneras a Power of Attorney Holder to do certain Acts relevant to the said property on their behalf by virtue of registered General Power of Attorney on 08/02/2018, which is duly registered before the Jt. Sub-Registrar, Nagpur No. 4 in Book No. 1 at Sr.No. 809/2018, Hence, the abovenamed Power of Attorney Holder has every right to execute & register a present Deed / Instrument on behalf of the Present Vendors.

For the cogent reasons and good causes the Vendors and Confirming Party had decided to develop the said plots of land into a **"RESIDENTIAL ESTATE"** by constructing a Multistoried building thereon as per sanctioned plan issued by **Building Engineer (W), Nagpur Improvement Trust, Nagpur**vide its **Building Permit No. B.E (WEST) / Case No. BUL-G-23952/Tracking No. 2021100151/248, Dtd. 13/01/2022.**

After the getting the Sanctioned Planofthe said property, the Vendors and theDeveloper / Confirming Partyhave executed and registered a Deed of Declaration in respect of the said property under Section-2 of the Maharashtra Apartment Ownership Act, 1970 on _____ which is duly register before the Jt. Sub-Registrar, **Nagpur No.**____in Book No.1 at **Sr.No.** _____**/2022**and thePurchaser/shereby agrees to remain bound by the terms of the said Deed of Declaration.

The Vendorsand Confirming Partyhave decided to develop the said Plot/s of land into a **Residential Estate** by Constructing a Multistoried Buildingthereon consisting various self contained separate apartments, flats therein.

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The said Residential Estate known and styled as **"PRERNA HEIGHT"**consists of **46 Residential Apartments/Flats / Units in the said multistoried Building/Tower/Scheme / Height / Plaza proposed to be constructed on the said plots of land, having Ground &7Upper Floors**in the said building and all these Units are capable of individual utilization on account of having their own exits to common areas and facilities of the building.

That,the said scheme on the said Land / Plot/s along with the undivided Proportionate share in the said Land / Plot/s of which theVendors, Confirming Party& the Purchaser/s is/are also agree on the terms and conditions described hereunder.

After detailed negotiations between the partieshereto the VendorsandConfirming Party have agreed to sell and thePurchaser/s, has/have agreed to purchase the Schedule property (Apartment/Flat/Unit) specified in the schedule hereunder written on the terms and conditions as mentioned hereunder.

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

1) That, the Vendors and Confirming Party will sell and Purchaser/s will purchase the Schedule property (Apartment/Flat/Unit)specified in the schedule hereunder writtenfor a valuable consideration detailed in the Schedule of payment appearing hereinafter, wherein the manner of mode of payment are detained in abovesaid plot/s of land together with entire RCC Superstructure comprising **Apartment / Flat No.** _____on the _____ **Floor,** togetherwith _____**%** Undivided Share and Interestof the said plot/s of land and more Particularly described in the schedule hereunder written.

2) That, inclusive of the total consideration for the transfer of the said undivided share and interest in the said plot of land, but exclusive of the deposits and charges for the installation of electric and charges for the installation of electric and water meters.

3) The cost of the schedule property(Apartment / Flat / Unit)together with the undivided share and interest of the proposed building so agreed above is estimated at **Rs.** _____/- **(Rupees** _____ **only)** which the Purchaser/s has/have

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agreed to pay to the Vendors/ Confirming Partyin the following manner,

SCHEDULE OF PAYMENTS

Rs. _____/- (Rupees _____ Only)paid by the Purchaser/s to the Vendors / Confirming Party by way of _____ on _____ at the time of Booking.

Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendors / Confirming Party by way of _____ on _____ at the time of registration of this Agreement to Sell.

Rs. _____/- (Rupees _____ Only) Agreedto be paid by the Purchaser/s to the Vendors / Confirming Party as per the direction given by the RERA Authority or in the following manner :

a) **10 %** Including above payment immediately after the execution and registration of this agreement to sell.

b) **05 %** at the time of completion of plinth.

c) **05 %** after completion of the First slab of the said Building.

d) **05 %** after completion of the Second slab of the said Building.

e) **05 %** after completion of the Third slab of the said Building.

f) **10 %** after completion of the Fourth slab of the said Building.

g) **10 %** after completion of the Fifth slab of the said Building.

h) **10 %** after completion of the Sixth slab of the said Building.

i) **10 %** after completion of the Seventh slab of the said Building.

j) **10 %** after completion of the Eighth slab of the said Building.

k) **10 %** at the time of completion of all the walls, internal plaster.

l) **05 %** at the time of completion external plumbing, external plaster,water pump, electrical fitting, paving of areas and all other requirements.

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m) **05 %** at the time of registration of Sale Deed and Possession of the Schedule Property (Apartment / Flat / Unit).

Rs. _____/- (Total Rupees _____ only)

The Vendors / Confirming Party hereby acknowledge the receipt of the payment transferred by the purchaser/s and the Purchaser/s has/have further agreed to pay the balance amount as per the abovementioned schedule of payment.

4) It is agreed that all taxes, revenues, cesses will be borne by Purchaser/s along with other Owners (Apartments / Flats / Units) of the undivided share & interest in the said plot of land jointly and proportionality from the date of the handling over possession of the schedule property.

5) That, in the case of default by the Purchaser/s in making the payment of any of the above installments including the purchaser/s failing to secure the financial assistance from the financial Bank's/ Institution's for any reasons whatsoever the Vendor / Confirming Party may in it's absolute discretion and on written request from the purchaser/s grant a grace of maximum thirty days only subject to the Purchaser/s paying an interest at the rate of 24 percent on the defaulted amount from the date of default till the date of actual payment thereof, along with an amount of Rs.50,000/- in one lump sum towards penalty.

6) That,it is also specifically agreed by the Purchaser/s that the schedule of payment as stipulated in above para's is the essence of the contract. Naturally, therefore this agreement shall automatically stand terminated / cancelled immediately on the next day of the date of expiration of the grace period if any granted by the Vendors / Confirming Party in writing. The Vendors / Confirming Party shall then have the full right, authority and liberty to allot or sell the schedule property chosen by the purchaser/s to any other intended purchaser/s and the amount paid till that day by him/her/them shall be refunded by the Vendors / Confirming Party to thePurchaser/s without any interest. However, the purchaser/s shall not be entitled to claim the refund; until the schedule property is sold or agreed to be sold by the Vendors /Confirming Party

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to any other person or persons and due consideration is received by the Vendors / Confirming Party from the new prospective buyer.

7) That,it is specifically agreed by the purchaser/s that he / she / they shall not have any right or authority to transfer by way of sale the property chosen by him / her / them as mentioned in the schedule to any other party before the execution of Sale Deed in his/her/their favour unless and until the complete consideration amount is paid by the Purchaser/sor unless and until the written permission is obtained from the Vendors/Confirming Party.

8) That, the PURCHASER/S has/have perused, verified and inspected all relevant deeds, documents as to right, title and authority of the Vendors&Confirming Party and also understood, seen and approved the specifications appended hereto and forming the part of this agreement. He / She / Theyalso has / have personally seen and verified the spot, site, structure, complex, building etc.The PURCHASER/S is/are full satisfied with the right, title and authority of Vendors / Confirming Party as well as the condition, type, user and specifications of the said property and after being so satisfied, the PURCHASER/S has/have agreed to purchase it (Apartment / Flat / Unit).A copy of all documents including the specifications, design, plan etc. has been furnished and handed over to the PURCHASER/S and he / she / they acknowledge/s the same.Hereinafter, it shall not be open for the PURCHASER/S to question the rights, title and / or authority of the Vendors / Confirming Party before any forum or to make any claim in respect therefore, nor shall PURCHASER/S make any claim, complaint or objection as to the user, situation, and construction work of the said property or respecting to any facilities or amenities thereof.The PURCHASER/S understands, agree and confirm that the specifications, facilities and amenities in the said proposed building are as per his/her/their wishes and desires to the full satisfaction of PURCHASER/S in all respects.

9) That,the possession of the Vendors / Confirming Party over the said piece and parcel of the land shall remain unimpeded till the entire building is constructed thereon and completed in all respects and the

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schedule property therein are made available for occupation and delivered to the respective buyers including the Purchaser/s.

10) That, the Vendors / Confirming Party shall be exclusively in charge of the construction of the proposed building including that of the schedule property chosen by Purchaser/s till the handing over the possession of the schedule property to the Purchaser/s in all respects without any let or hindrance or interference by Purchaser/s or any other person and under no circumstances the Purchaser/s shall employ or enter in to any building contract of his/her/their schedule property with any engineer/ architect/building contractor or any other supervisory agency and such contract / sub contract if made by the purchaser/s shall be void and not at all binding upon the Vendors / Confirming Party.

11) That,the Purchaser/s shall not object to the activity of construction of the said scheme / complex / building even after the possession of the premises purchased by him/her/ them is/are delivered, on any ground including that of nuisance.

12) The Purchaser/s agree/s to pay the charges of installation of Electric meter and water meter for his / her / their premises shared as per the demand of the M.S.E.B., N.M.C., N.I.T. and Competent Authority Separately apart from the consideration amount.

13) The purchaser/s and/or his/her/their successors in titles shall from time to time perform all the stipulations and conditions as may be levied by the Association of Flat / Apartment owners regarding the occupation and use of the building of the Flat/Apartment/Unit therein and shall pay and contribute regularly maintenance charges as decided by the Association of Apartment / Flat / Unit ownerswhich will be increased as per the convenience and welfare of the Association. If the Schedule Property owner defaults in paying maintenance charges for three consecutive months then after due notice action can be taken against the default members by the said association by way of disconnecting the water supply and the electricity.

14) That, all taxes, revenues ceses,ground rent, etc. as may be assessed and or levied over the said property shall be borne by Purchaser/s jointly along with other prospective buyers from the date of handing over possession to him/her/them.

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15) It is agreed that any tax which may be payable and or assessed as per the provisions of the Maharashtra Sales Tax on the transfer of Property in goods involved in the execution of the works contract Act. 1985 shall be borne and agreed to be paid by the Purchaser/s over and above the agreed contract rate.The Service Tax, VAT, Taxes, GST on works contracts and all other Taxes & expenses levied by the Govt. shall be borne and paid by the purchaser/s for Apartment / Flat / Unit chosen by him / her / them.

16) That, the Purchaser/s undertakes and agrees that he/she/they will not dismantle or make any alteration in his/her/their premises which will cause inconvenience to the other owner/s in the building and that too in contravention with the sanctioned building plan. In case the purchaser/s makes any kind of alterations or additions in contravention with the sanction plans he/she/they shall be solely held liable and responsible for the same and it will be his/her/their responsibility to get the same sanctioned from the concerned sanctioning authority.

17) That,if the Purchaser/s desires to carry out any alterations or additional items of work to be done in the chosen premises, then he/she/they shall intimate the Vendors/Confirming Party in writing three months from the date of this Agreement.the alteration so desired shall be as per prevailing building rules and permissible within structural and architectural limitations and shall be treated as additional amount of expenses to carryout such extra work as per Vendors/Confirming Party, the cost thereof shall be borne and paid by the PURCHASER/S individually in addition to the consideration agreed as above.The Vendors/Confirming Party reserves the right to accept or refuse partly or wholly any alterations or additions as may be desired by the purchaser/s.The decision of the Vendors/Confirming Party in this matter shall be final and binding on the Purchaser/s.

18) That, the right of the Vendors/ Confirming Party to utilize the increased FSI in future is absolute and they reserves the same as agreed.

19) That, the Purchaser/s shall not erect any additional construction on the available open space or on the top or on pergolas or on terrace of the complex / Apartments even if the F.S.I. relating to the said Plot of land

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is increased at any subsequent date due to any reason whatsoever, it shall be the sole and exclusive right of Vendors / Confirming Party to consume and utilize such enhanced F.S.I. without being required to pay any compensation either to the Association of Apartment Owners jointly or severally any, under any nomenclature whatsoever.The parties also understands hereto, that the Terrace which would be formed in the proposed APARTMENT Scheme, shall always belong to the Vendors/Confirming Party.

20) That,once the Possession of Schedule Property(Apartment / Flat / Unit) is delivered to the Purchaser/s it will be the exclusive responsibility of the Purchaser/s to maintain it jointly with the other prospective buyers of the said building.

21) That, the Vendors / Confirming Party shall complete the said unit and make the said unit available for the Occupation to the Purchaser/s within a Period of ____**months** from the date hereof subject only to Vis-Major and Government Policies and availability of the construction materials in the open market, provided that the Purchaser/s has/have followed the payment schedule strictly.The completion of building shall mean the completion of Civil Work and SHALL NOT include the Electricity and water Connections to be given by the respective Authorities and also the work kept unfinished on the requisition of the Purchaser/s for facilitating him/her/them to do the furnishing or any other work, which is not specified in this Agreement.

That, during the period of building construction, Purchaser/s may, with due intimation to the Vendors / Confirming Party may come to building, for inspecting the site / building plans etc, if available on site.

22) That, the common areas and facilities shall always remain undivided and no partition or division or sub-division of any part thereof will be carried out by the Purchaser/s separately or jointly with any other owners in the said building / scheme.

23) That, the Construction cost of the said unit/schedule property is estimated on the basis of the specifications and the basic rates.

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24) That, the Purchaser/s understands that the proposed Construction is of heterogeneous in nature comprising the R.C.C. and brick work and particularly described in specifications mentioned.It is understood by the Purchaser/s that any shortcomings inherent to the heterogeneous nature of Construction like those due to unequal contraction or expansion or uneven settlement of footings is likely to occur and will not be treated as defects.

It is understood and agreed by the Purchaser/s that due to heterogeneous nature of Construction and Construction joints between masonry and concrete or any such other joints, leakage of seepage of water is likely to occur and this will not be treated as defect in construction.The cost of any specialized treatment for water proofing or stopping such leakage and seepage if all occurs will be borne and paid by the Purchaser/s separately.It is also understood and agreed by the Purchaser/s that plastered masonry and concrete are not waterproofing nature and there is a chance of leakage / Seepage through time if exposed to rain water or any wet condition. This will not be treated as a defect and no compensation shall be given to the Purchaser/s.

25) That, the Vendors / Confirming Party shall not be liable to pay any compensation to make good if any defect in proprietary items used in the Construction of the Schedule Property and proper claim regarding, this, shall directly be made by the Purchaser/s to the manufacturer of such item keeping Vendors / Confirming Party indemnified.

26) That, the Purchaser/s shall when called upon by Vendors / Confirming Party sign and execute all documents and instruments pertaining to the said building and premises Chosen by him / her / them.

27) That, until all empty space index of density of the said plot is not fully consumed the Vendors / Confirming Party will be entitled to carryout additional construction without interruption or hindrances from / by the Purchaser/s. In case of any-rise in floor space index of plot is given by the competent authority the Vendors / Confirming Party shall have exclusive right to sell or allot the additional construction to any person of her/his/their choice.In that event also, the Purchaser/s would not be entitled to claim any amount from the Vendors/Confirming Party for the proposed construction due to increase in F.S.I. The Vendors/

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Confirming Party would solely be entitled to sell the Schedule Property and to appropriate the sale proceeds.

28) That, in the event of the Purchaser/s committing breach of any of the terms and conditions herein contained, this agreement shall IPSOFACTO come to an end and the amounts contributed by him/her/them towards the cost of construction (Apartment / Flat / Unit) shall be refunded to him/her/them by the Vendors / Confirming Party as mentioned in above para's hereinabove mentioned after deducting there from a sum equal of 25 percent of the amount paid by him/her/them till that date for the construction of the premises chosen by him/her/them by way of liquidated damages and in such event the Vendors / Confirming Party will have full liberty to resale the Schedule Property to any other person.

29) That, the Purchaser/s shall not be entitled to claim and the Vendors / Confirming Party shall not deliver the possession to the purchaser/s of the premises chosen by him/her/them unless the entire sale price as herein above agreed to is full paid by him/her/them to the Vendors / Confirming Party in full and final settlement.Hence, possession of duly completed Apartment shall be handed over simultaneously with the payment of the balance amount.

30) That, the Purchaser/s shall inspect and only after satisfying himself/herself / themselves in all respect as regards the premises chosen by him/her/ them take possession and give a possession letter.It is also agreed by the purchaser/s that once the possession of the Schedule Property is taken by him/her/them. He/She/They shall loose every right to obtain or complaint about anything in any manner whatsoever as regards the premises chosen by him/her/them.

31) The Purchaser/s understand that the super built-up area of Schedule Property includes internal dimensions of all rooms, kitchen, drawing, dinning, bath, W.C. internal passages, balcony area, parking as well as share in common areas & services and the consideration amount is settled for which Apartment / Flat / Unit under sale with share in common areas, services etc.

32) That, the description of the Schedule Property shall be taken to be correctly described, and any mis-statement, error or omission will always be subject to the correction by the parties hereto and the

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Purchaser/s will not have any right to claim any compensation for such correction.

33) That,in case any Hoarding, Neon Signs or Tower of any company is installed on the terrace or on any portion of the property as mentioned in the schedule or any revenue is earned in such like manner then the Vendors / Confirming Party shall have the sole rights and authority to appropriate the profits therefrom and the purchaser/s shall not have any right to claim any share in the profit therein.The purchaser/s shall also have No-Objection for the display of the same.After formation of the society by the apartment/flat owners.

34) That, All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to has/have delivered and served if sent to Purchaser/s by registered post at his/her/their above mentioned addressed.

That, the Purchaser/s undertakes to notify in writing any change in his/her/their above address to the Vendors/ Confirming Party.

35) That, the Purchaser/s shall bears charges of modification to the built-up premises chosen by the Purchaser/s, but if such changes or modification shall tantamount to deviation from the Plan, than in such event Purchaser/s shall alone be responsible for any action, penalty, or compounding fee taken / Imposed / levied by the Competent Authority and he/she/they shall always keep the Vendors / Confirming Party indemnified against the same.

36) That, the Purchaser/s is/are further known that no member of the Schemes shall obstruct the worker, technicians, observers or Engineers to have access to the Schedule Property from time to time during reasonable hours as may be necessary for repairs, maintenance and replacement etc. in the common areas and facilities therein or damages to the common areas and facilities or to other Owners (Apartments / Flats / Units) of the said building and if in future if there is any increase in the F.S.I. no other than the Vendors / Confirming Party shall have the right over the increased F.S.I. and other Owners of the building shall not claim any right of interest over the increased F.S.I. and Existing terrace.

37) That, the abovesaid Vendor/s has/have obtained a Registration Certificate of Project from the Maharashtra Real Estate Regulatory

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Authority under Section 5 of the said Act having **Project Registration No.** _____on _____ issued by the Hon'ble Secretary, MahaRERA and the said Certificate enclosed herewith.

38) That, the title of the above named owners/ vendors and confirming party is/are duly verified through their Advocateand has certified that the title of the present owners/ vendors and confirming party is clean clear and free from all encumbrance, with ample right of development of the said Plots of land and Schedule Property, as well the entire subjects matter property or any part thereof.

39) That, In the circumstances, the owners/ vendors and confirming partyhave the exclusive right to develop the said land and construct the same, as per the title and sanctioned Building Plan and to enter into Agreement for Sale/Sale Deed such plot/s/construction/schedule property/undivided share etc.Withprospective purchaser/s thereof under the provisions of the Transfer of Property Act. The owners/ vendors and confirming partyhave applied for, and is granted of due registration under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

40) That, the purchaser/s, after satisfying himself/herself/themselves as regards the title of the vendors and confirming partyto the said property/Schedule Property and after inspection of the entire documents of title as specified in the above referredTitle opinion and the approved plan/map and after inspecting the site and satisfying himself/herself/themselves as to the completion of the various phases of workand has now agreed to purchase the schedule property. The Purchaser/s has/ have agreed to acquire the schedule property or for the consideration and on the terms and conditions set out hereinafter.

41) That, The purchaser/s has/ have demanded from the vendors and confirming partyand the vendors and confirming partyhave given inspection to the Purchaser/s of all the documents of title relating to the said Land and Schedule Property, N.A. Assessment or the Building Plan/Mapin respects of the said plot/s and the common areas and the specific rights therein, as hereby agreed to be sold.

42) That,the Purchaser/s of the Schedule Property in the said Land shall not have any right to make sub-division of the plot and schedule property and always subjects to be applicable rules, regulation and bye-laws.

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43) That, the Purchaser/s shall not have individual right, title, claim or interest in respects of the amenity spaces, open spaces, terrace right, parking space etc. and the said entire Land and the right of the Purchaser/s are confined only to the undivided share of the said plots of land hereby agreed to be sold, it being expressly agreed subjects to the applicable rules, regulation and bye-laws.

44) The Vendors and Confirming partyhereby represents and warrants to the Allotted/ purchaser/s as follows:-

45) The Vendors and Confirming partyhave clear and marketable title with respects to the projects land/ plot and the requisite right to carry out development upon the projects land and also has/have actual, physical and legal possessionof the project land for the implementation of the projects.

46) The Vendors and Confirming partyhavefawful right and requisite approvals from the competent Authorities to carry out development of the projects and shall obtain requisite approvals from timetotime to the development of the projects.

47) There are no litigation pending before any Court of law with Respects to the Projects land or projects except those disclosed in the title report; there are no prohibitory order transfer of the plot.

48) All approvals, licenses and permits issued by competent authorities with respects to the projects land are valid and subsisting and have been obtained by following due process of law.

49) The Vendors and Confirming partyhave not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respects to the projects land, including the projects and the said plot which will, any manner, affect the rights of Purchaser/s under this Agreement/ Deed.

50) The Vendors and Confirming partyconfirms that the Vendors and Confirming partyare not restricted in any manner whatsoever from selling the said Plot/s, undivided share, schedule property to the Purchaser/s in the manner contemplated in this Deed.

51) That, Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the

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Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

52) That, the Purchaser/s of the undivided share of the plot, schedule property sold hereunder and all the Purchaser/s of undivided share of the plot, schedule propertyin the said Land shall not have any right to make sub-division of the plot and always subjects to be applicable rules, regulation and bye-laws.Purchaser/s shall not have individual right, title, claim or interest in respects of the amenity spaces, open spaces, terrace, parking space, balcony etc. and the said entire Land and the right of the Purchaser/s are confined only to the owner of the undivided share of the plot/schedule propertyhereby sold, it being expressly agreed subjects to the applicable rules, regulation and bye-laws.

53) That, in case the Conveyance is executed in favor of the Ultimate Body before the disposals by the Owner/Vendors and Confirming Party of all the Building / Project on the said Land, then in such case, the Owner/ Vendors and Confirming Party shall join in the Ultimate Body as members holding such unsold plots/building and as and when such plots/building are sold to third party at the discretion of the Owner/ Vendors and Confirming Party, the Ultimate Body shall admit as members the Purchasers of such plots / building / schedule property / flats/units without charging any premium, transfer fees, or any other extra payment.

54) That, it is further agreed by the Parties hereto that, they shall follow all the terms & conditions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

55) That, all Taxes of the State Government and Central Government such as GST, VAT and others shall be paid by the Purchaser/s of the undivided share of the said plots of land / schedule property.

56) That, the Vendors and Confirming Party have completed all the legal formalities withrespect to the right, title and interest in respect of the project land / building on whichthe said projectis to beconstructed. The Vendors herein abovenamed having exclusiverighttosellthe Apartments/Units/Schedule Propertyinthesaidprojecttobeconstructed by the Confirming Party on the project land and is fully competent

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toenterintoagreement/swiththePurchaser/s ofltheApartments/Units/Schedule Propertyandtoreceivethesalepriceinrespectthereof.

57) The Vendors / Confirming Party has entered intoa standard agreementwithitsArchitectswho is registered with the Council of Architecture, and suchagreement is as per the agreement prepared by the Council of Architecture,and the Vendors / Confirming Party has appointed a structural engineer for the preparation ofthe structural design and drawings of the said project/buildings, and theVendors / Confirming Party acceptstheprofessionalsupervisionoftheArchitectandstructural engineertillthecompletionofthesaidproject.

58) The Purchaser/s herein has demanded from the Vendors / Confirming Party andthe Vendors / Confirming Party has given inspection to the Purchaser/s, of all the documents oftitlerelatingtothesaidprojectdescribedintheSchedulehereunde rwritten and also the plans, designs and specifications of the said buildingprepared by the Architect and of such other documents as are specifiedunder the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder.AfterthePurchaser/senquiry,theVendors / Confirming Party hereinhasrequestedtothePurchaser/s to carry out independent search by appointing his/her/their ownattorney/advocate and to ask any queries, he/she/they have regarding themarketable title and rights and authorities of the Vendors / Confirming Party. The Purchaser/shas/have satisfied himself/herself/themselves in respect of marketable titleandrightsandauthoritiesoftheVendors / Confirming Party herein.That,thePurchaser/s has/have given his/her/their specific confirmation herein that the responsibility of title of thesaidlandbeontheDeveloperupandtiltheconveyanceofthesa idbuilding/phase/wingandthesaidlandthereunder.

59) The authenticated copies of Certificate of Title issued by theattorneyatlaworadvocateoftheVendors / Confirming Party,authenticatedcopiesofProperty card or extract of Village

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/ City or any otherrelevant revenue record showing the nature of the title of the Vendors / Confirming Party tothe project land on which the Apartments are to be constructed.

60) The authenticated copies of the plans of the building/ said projectasapprovedbytheconcernedLocalAuthorityhavebeenan nexedhereto.

61) The authenticated copies of the plans of the buildingasproposedbytheVendors / Confirming Partyandaccordingtowhichtheconstructionofthebuildingsando penspacesareproposedtobeprovidedfor on the said phase have been annexed hereto.

62) The authenticated copies of the plans and specifications ofthe Apartment agreed to be purchased by the Purchaser/s, as sanctioned andapprovedbythelocalauthority.]

63) That, the Sale Deed of the schedule property shall execute and register on completion of all necessary formalities and on receipt of all necessary papers and after the obtaining all require documents for Registration of Sale Deed or within _____ Months from the date of registration of these presents and the same agreed by the Parties hereto.

64) This Agreement is subject to jurisdiction of the Competent Civil Court at Nagpur.

65) That, all expenses on account of preparation of this agreement printing charges payment of stamp duty, registration fees and advocate fees etc. payable thereon have been agreed to be borne and paid by Purchaser/s.

SCHEDULE OF PROPERTY

ALL THAT R.C.C. Superstructure Comprising of **Residential Apartment / Flat No.** _____ on the _____ **FLOOR,** Covering a Carpet area of _____ Sq. Mtrs., & **Built-up area of** _____ **Sq. Mtrs.**of the building to be known &styled as **"PRERNA HEIGHT",** TOGETHERWITHthe _____**% Undivided Share& Interest**in land bearing **Municipal Corporation House No. 504/E/1,** containing by total admeasuring 481.877 Sq.Mtrs. + 481.877 Sq.Mtrs. + 484.30 Sq.Mtrs.=**1448.054 Sq.Mtrs (or 15586.85 Sq.Ft.)** *(as per Sale Deeds &*

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Mutation Entries) and **1448.0380 Sq.Mtrs.** *(as per Building Plan & Regularization Letter issued by the NIT)*, being a portion of the entire land bearing **Survey / Khasra No. 15/6 & 15/15,** having **Sheet No. 187-A/14, City Survey No. 21/1 & 21/2 of Mouza – Jaitala,**P.H. No. 44, situated at – NMC Ward No. 74, Shree Gruh Nirman Sahkari Sanstha Ltd., Nagpur within the limits of N.I.T. & N.M.C. Nagpur, Tehsil and District Nagpurand the said land bounded as under :-

On the East	:	9.00 Mtr. Wide Road and Center County School
On the West	:	Houses of Nimbuni Nagar
On the North	:	Rane Tuition
On the South	:	Apartment Project of Meghdeep Constructions

IN WITNESS WHEREOF the parties hereto have set their respective hands and signed this Agreement to Sellbefore the following attesting witnesses the day & Year on the first abovementioned.

We, Pavan G. Dhimole & Sarang D. Nighot Adv., R/o. Nagpur (Cell No. 9373216587 & 9422829960) do hereby state that this AGREEMENT TO SELL is Drafted by us as per the instructions and documents provided by the parties herein.

1)Smt. Deokubai D. Nemad
2)Mr. Krishna @ Krushna D. Nemad
3)Mrs. Vijaya K. Nemad
4)Smt. Durga P. Nemad
5)Miss. Nutan P. Nemad
6)Mrs. Vijayashri V. Ramde/ Miss. Vidya Prakash Nemad
7)Mr. Vilas D. Nemad
8)Mrs. Hema V. Nemad
9)Mr. Sanjay D. Nemad
10)Mrs. Sunita S Nemad
Vendor Nos. 1 to 10
Through their Power of Attorney Holder –
M/s. Shrungar Developers
Through its Partners –

WITNESSES :

1) _____
Name : _____
Aged : ____ yrs., Occ. : _____
Add. : _____

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(Mr. Milind P. Sambhe)
"Vendors"

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2) _____
Name : _____
Aged : ____ yrs., Occ. : _____
Add. : _____

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(Mr. _____)
"Purchaser/s"

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M/s. Shrungar Developers
Through its Partners –

(Mr. Milind P. Sambhe)
"Confirming Party"

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