SHAYONA CO-OPERANT

Add.: Basement-5, Plot No. 10, Rishabh Appt., Ganeshnagar, Azamshahlayout, Nagpur-440009
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This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the PROMOTER/SELLER and ALLOTTEE/PURCHASER. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

MODEL FORM OF AGREEMENT

This Agreement made at.....this.....day of..... in the year Two Thousand and Twenty Four between

01. **SHAYONA CO-OPERANT,** {PAN : ADJFS8226L} a Partnership concern acting through it's authorized Partner SHRI JIGNESH S/O POONAMBHAI PATEL, aged about 48 years, Occupation : Business, Resident of Sarju Town, Wathoda, Nagpur – 440009 and/or SHRI PRAVIN S/O MAYABHAI PATEL, aged about 57 years, Occupation : Business, Resident of Indiradevi Town, Near KDK Collage, Wathoda, Nagpur – 440009, hereinafter known and referred to as the "SELLER/PROMOTER" which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER/SELLER as well as it's Partners their heirs, legal representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART,

AND;

02. **SHRI** .....,
{PAN : .....} {UID : ..... }
aged about ..... years, Occupation : .....,

03. **SMT. .....,**
{PAN : .....} {UID : ..... }
aged about ..... years, Occupation : .....,

Both Resident of ...., here-in-after known and referred to as the **"ALLOTTEE/PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER /PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

WHEREAS, the PROMOTER/SELLER is the owner of Kh No. 24/1 admeasuring about 15,300 Sq. Mtrs. out of piece and parcel of sanctioned Lay Out known as SHAYONAM TOWN bearing Kh. No. out of 24/1, (as per Mahabhulekh Record Kh. No. 24/1), admeasuring about 1.53.00 Hectares i.e. about 15300.00 Sq. Mtrs., Mauza : TARODI (KH), bearing P.H. No. 33, Nagpur (Gramin), within the limits of the Administrator Bidgaon- Tarodi (KH)- Pandhurna Municipal Council, Tahsil : Kamptee, District : Nagpur and more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land"),

01. That, originally the said land bearing old Kh. Survey No. 40/2, admeasuring about 1.51 Hectares was purchased by Shri Manohar Parasram Narad and Shri Raju Parasram Narad from Shri Gangadhar Fagoji Chakole and others by Sale Deed dt. 05.11.1981 registered with Joint Sub Registrar – 2 Nagpur at Book No. 1 at Sr. No. 1913 dt. 05.11.1981.

02. That, under the Resurvey, remeasurement, consolidation proceedings, the land of old Kh. Survey No. 40/2, was renumbered as New Kh. Survey No. 24/1

03. That, one of the co-owner Raju Parasram Narad expired intestate on 12.10.2020 and on his death his share in the said land was inherited by his widow Smt. Madhuri Raju Narad, son Shri Yash Raju Narad and daughters Ms. Snehal Raju Narad and Ms. Pallavi Raju Narad and their names were mutated in revenue records as the co-owners of the said land.

04. That, said (i) Shri Manohar Parasram Narad (ii) Smt. Madhuri Raju Narad, (iii) Shri Yash Raju Narad (iv) Ms. Snehal Raju Narad and (iv) Ms. Pallavi Raju Narad sold the said land of Kh. No. 24/1 to M/s Shayano Co-Operant by Sale Deed dated 18.08.2021 registered with Sub Registrar, Kamptee at Book No. 1 at Sr. No. 5905 dated 18.08.2021 and the name of M/s Shayano Co-Operant was mutated in revenue records as the sole and exclusive owner of the said land vide Ferfar No. 724.

05. That M/s Shayano Co-Operant submitted a lay out plan to Nagpur Metropolitan Region Development Authority and the Nagpur Metropolitan Region Development Authority granted sanction to the said Lay Out submitted by GRNATOR which was sanctioned vide Letter bearing No. E.E./NMRDA/DPC/Agree/988 dated 17.08.2023 and since the area comes under the jurisdiction of newly formed Bidgaon-Tarodi (Kh)-Pandhurna Municipal Council the submitted Group Housing Building Plans which are sanctioned by Bidgaon-Tarodi (Kh)-Pandhurna Municipal Council vide Letter bearing No. 185 dated 30.01.2024 and earlier Agreement dated 17.08.2023.

06. That, the use of the said land is converted into non agricultural use / purposes by virtue of the Order/Sanad granted u/s 42-A of the Maharashtra Land Revenue Code, 1966 by the Tahsildar Kamptee in Revenue Case No. 06/NAP-34/Mauza : Tarodi (Kh)/Kamptee/2022-23 dt. 28.11.2022 and net plotable area sanctioned is 11921.82 Sq. Mtrs. having applicable FSI.

07. That M/s Shayano Co-Operant got the sanction of building plans of buildings/ apartment scheme to be erected on the said land from the Administrator Bidgaon-Tarodi (Kh)-Pandhurna Municipal Council vide Building Permit No. न.पं.बि./बांध.पर./१८५/२०२४ दिनांक ३०/०१/२०२४.

08. That, said M/s Shayano Co-Operant got the Group housing residential building to be known as SHAYONAM TOWN consisting of various Tenements / Row House / Tenement and submitted the said proposed buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dt. 20.02.2024 registered with Sub Registrar, Kamptee at Book No. 1 at Sr. No. 1537 dt. 20.02.2024 and the proposed project is known as “SHAYONAM TOWN”,

AND WHEREAS the PROMOTER/SELLER is entitled and enjoined upon to construct building on the project land in accordance with the recitals here-in-above;

AND WHEREAS the PROMOTER/SELLER is in possession of the project land;

AND WHEREAS the PROMOTER/SELLER has proposed to construct on the project land Sixty Three (63 Row House / Tenement) Buildings, having consisting of Sixty Three (63 Row House / Tenement) Residential Row House / Tenement in the said project and to be collectively known and styled as **"SHAYONAM TOWN"**;

AND WHEREAS the PROMOTER/SELLER is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the ALLOTTEE/PURCHASER /PURCHASER is offered Row House / Tenement in the Project known as SHAYONAM TOWN being constructed on the said project land, by the PROMOTER/SELLER

AND WHEREAS the PROMOTER/SELLER 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 PROMOTER/SELLER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority MAHARERA bearing No. _____; authenticated copy is attached in Annexure 'F';

AND WHEREAS the PROMOTER/SELLER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER/SELLER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the aforesaid the PROMOTER/SELLER has sole and exclusive right to sell the Row House / Tenement in the said building/s to be constructed by the PROMOTER/SELLER

on the project land and to enter into Agreement/s with the ALLOTTEE/PURCHASER /PURCHASER of the Row House / Tenement to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE/PURCHASER /PURCHASER, the PROMOTER/SELLER has given inspection to the ALLOTTEE/PURCHASER /PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER/SELLER's Architects Ms. Sarju Pravin Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the PROMOTER/SELLER M/S Dwivedi & Khedkar Advocates, authenticated copies of Property card showing the nature of the title of the PROMOTER/SELLER to the project land on which the Row House / Tenement are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTER/SELLER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Row House / Tenement agreed to be purchased by the ALLOTTEE/PURCHASER /PURCHASER, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the PROMOTER/SELLER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building AND WHEREAS while

sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER/SELLER 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/s shall be granted by the concerned local authority.

AND WHEREAS the PROMOTER/SELLER has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the ALLOTTEE/PURCHASER /PURCHASER has applied to the PROMOTER/SELLER for allotment of Row House / Tenement No. ..... being constructed in the said Project,

AND WHEREAS the carpet area of the said Row House / Tenement is _____ square meters and "carpet area" means the net usable floor area of an Row House / Tenement, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row House / Tenement for exclusive use of the ALLOTTEE/PURCHASER /PURCHASER or verandah area and exclusive open terrace area appurtenant to the said Row House / Tenement for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the Row House / Tenement.

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

AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the PROMOTER/SELLER a sum of Rs. ...../- (Rupees ....) only, being part payment of the sale consideration of the Row House / Tenement agreed to be sold by the PROMOTER/SELLER to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the PROMOTER/SELLER both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has agreed to pay to the

PROMOTER/SELLER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the PROMOTER/SELLER has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority MAHARERA bearing No. .....;

AND WHEREAS, under section 13 of the said Act the PROMOTER/SELLER is required to execute a written Agreement for sale of said Row House / Tenement with the ALLOTTEE/PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER/SELLER hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Row House / Tenement.

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

1. The PROMOTER/SELLER shall construct the said building/s consisting of Ground and First Floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the PROMOTER/SELLER shall have to obtain prior consent in writing of the ALLOTTEE/PURCHASER in respect of variations or modifications which may adversely affect the Row House / Tenement of the ALLOTTEE/PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1a. The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER/SELLER and the PROMOTER/SELLER hereby agrees to sell to the ALLOTTEE/PURCHASER Row House / Tenement No. ..... having carpet area admeasuring ..... Sq. Metres in the project known as SHAYONAM TOWN (hereinafter referred to as "the Row House / Tenement") as shown in the Floor plan thereof

hereto annexed and marked Annexures C-1 and C-2 for the consideration of RS. ...../- (RS. ..... ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Row House / Tenement including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1b. The ALLOTTEE/PURCHASER has paid on or before execution of this agreement a sum of RS _____ (RUPEES _____ ONLY) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that PROMOTER/SELLER the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the PROMOTER/SELLER after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the Plinth of the building or wing in which the said Row House / Tenement is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the slabs including podiums and stilts of the building or wing in which the said Row House / Tenement is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the walls, internal plaster, floorings doors and windows of the said Row House / Tenement.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Row House / Tenement.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Row House / Tenement is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the PROMOTER/SELLER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Row House / Tenement is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Row House / Tenement to the ALLOTTEE/PURCHASER on or after receipt of occupancy certificate or completion certificate.

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/SELLER by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER/SELLER) up to the date of handing over the possession of the Row House / Tenement.

1(d) 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 PROMOTER/SELLER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER/SELLER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The PROMOTER/SELLER may allow, in its sole discretion, a rebate for early payments of equal instalments

payable by the ALLOTTEE/PURCHASER by discounting such early payments @ .....% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE/PURCHASER by the PROMOTER/SELLER.

1(f) The PROMOTER/SELLER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/SELLER. If there is any reduction in the carpet area within the defined limit then PROMOTER/SELLER shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the PROMOTER/SELLER shall demand additional amount from the ALLOTTEE/PURCHASER 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(g) The ALLOTTEE/PURCHASER authorizes the PROMOTER/SELLER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER/SELLER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the PROMOTER/SELLER to adjust his payments in any manner.

Note: Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instilments linked to number of floors.

2.1 The PROMOTER/SELLER 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 Row House / Tenement to the ALLOTTEE/PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Row House / Tenement.

2.2 Time is essence for the PROMOTER/SELLER as well as the ALLOTTEE/PURCHASER. The PROMOTER/SELLER shall abide by the time schedule for completing the project and handing over the Row House / Tenement to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASER s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the ALLOTTEE/PURCHASER 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 PROMOTER/SELLER as provided in clause 1(b) herein above. ("Payment Plan").

3. The PROMOTER/SELLER hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and PROMOTER/SELLER 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 PROMOTER/SELLER has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Row House / Tenement based on the proposed construction and sale of Row House / Tenement to be carried out by the PROMOTER/SELLER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER/SELLER only.

4.1 If the PROMOTER/SELLER fails to abide by the time schedule for completing the project and handing over the Row House / Tenement to the ALLOTTEE/PURCHASER, the PROMOTER/SELLER agrees to pay to the ALLOTTEE/PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the

ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to the PROMOTER/SELLER, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the PROMOTER/SELLER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER (s) to the PROMOTER/SELLER .

4.2 Without prejudice to the right of PROMOTER/SELLER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTEE/PURCHASER to the PROMOTER/SELLER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/PURCHASER committing three defaults of payment of installments, the PROMOTER/SELLER shall at his own option, may terminate this Agreement:

Provided that, PROMOTER/SELLER shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER, by Registered Post AD at the address provided by the ALLOTTEE/PURCHASER and mail at the e-mail address provided by the ALLOTTEE/PURCHASER , of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/PURCHASER fails to rectify the breach or breaches mentioned by the PROMOTER/SELLER within the period of notice then at the end of such notice period, PROMOTER/SELLER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER/SELLER shall refund to the ALLOTTEE/PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER/SELLER) within a period of thirty days of the termination, the installments of sale consideration of the Row House / Tenement which may till then have been paid by the ALLOTTEE/PURCHASER to the PROMOTER/SELLER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with

particular brand, or price range (if unbranded) to be provided by the PROMOTER/SELLER in the said building and the Row House / Tenement as are set out in Annexure 'E', annexed hereto.

6. Period for conveyance of title, by PROMOTER/SELLER, to legal entity of allottees in case of single building project .– The PROMOTER/SELLER shall (subject to his right to dispose of the remaining Row House / Tenement, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate in favour of the ALLOTTEE / PURCHASER.

7. The PROMOTER/SELLER shall give possession of the Row House / Tenement to the ALLOTTEE/PURCHASER on or before ..... day of .....20___. If the PROMOTER/SELLER fails or neglects to give possession of the Row House / Tenement to the ALLOTTEE/PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER/SELLER shall be liable on demand to refund to the ALLOTTEE/PURCHASER the amounts already received by him in respect of the Row House / Tenement with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER/SELLER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER/SELLER shall be entitled to reasonable extension of time for giving delivery of Row House / Tenement on the aforesaid date, if the completion of building in which the Row House / Tenement 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.

8.1 **Procedure for taking possession** - The PROMOTER/SELLER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Row House / Tenement, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the PROMOTER/SELLER shall give possession of the Row House /

Tenement to the ALLOTTEE/PURCHASER. The PROMOTER/SELLER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTER/SELLER. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTER/SELLER or association of ALLOTTEE/PURCHASER s, as the case may be. The PROMOTER/SELLER on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

8.2 The ALLOTTEE/PURCHASER shall take possession of the Row House / Tenement within 15 days of the written notice from the PROMOTER/SELLER to the ALLOTTEE/PURCHASER intimating that the said Row House / Tenement are ready for use and occupancy:

8.3 **Failure of ALLOTTEE/PURCHASER to take Possession of Row House / Tenement:** Upon receiving a written intimation from the PROMOTER/SELLER as per clause 8.1, the ALLOTTEE/PURCHASER shall take possession of the Row House / Tenement from the PROMOTER/SELLER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER/SELLER shall give possession of the Row House / Tenement to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 8.1 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

8.4 If within a period of five years from the date of handing over the Row House / Tenement to the ALLOTTEE/PURCHASER, the ALLOTTEE/PURCHASER brings to the notice of the PROMOTER/SELLER any structural defect in the Row House / Tenement or the building in which the Row House / Tenement are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER/SELLER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/PURCHASER shall be entitled to receive from the PROMOTER/SELLER, compensation for such defect in the manner

as provided under the Act. In case any defects, found the proprietary items used in construction of said Residential Family Unit / Tenement, the PURCHASER/S shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter /Confirming Party shall always cooperate and assist the PURCHASER/S in this regard. It is specifically brought to the notice of the PURCHASER/S that on account of extreme tropical climate, contraction and expansion result in hair cracks to wall and such hair cracks shall not be treated as defects. Provided further that in case of any change or modification to the Specification are affected at the request of the PURCHASER/S, then the defect Liability will not be applicable to such modified Specification items. Similarly if the PURCHASER/S has made modifications, changes or repairs and alterations to the Residential Family Unit / Tenement resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect.

9. The ALLOTTEE/PURCHASER shall use the Row House / Tenement or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

10. The ALLOTTEE/PURCHASER along with other ALLOTTEE/PURCHASER of Row House / Tenement in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER/SELLER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROMOTER/SELLER within seven days of the same being forwarded by the PROMOTER/SELLER to the ALLOTTEE/PURCHASER, so as to enable the PROMOTER/SELLER to register the common organization of ALLOTTEE/PURCHASER. No objection shall be taken by the ALLOTTEE/PURCHASER if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

10.1 The PROMOTER/SELLER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the PROMOTER/SELLER and/or the owners in the said structure of the Building / the said Row House / Tenement is situated.

10.2 The PROMOTER/SELLER shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the PROMOTER/SELLER and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

10.3 Within 15 days after notice in writing is given by the PROMOTER/SELLER to the ALLOTTEE/PURCHASER that the Row House / Tenement is ready for use and occupancy, the ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Row House / Tenement) of outgoings in respect of the project land and Building/s namely local taxes, 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 ALLOTTEE/PURCHASER shall pay to the PROMOTER/SELLER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the PROMOTER/SELLER provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the PROMOTER/SELLER shall not carry any interest and remain with the PROMOTER/SELLER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be

paid over by the PROMOTER/SELLER to the Society or the Limited Company, as the case may be.

11. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises keep deposited with the PROMOTER/SELLER, the following amounts:-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs……. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

12. The ALLOTTEE/PURCHASER shall pay to the PROMOTER/SELLER a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the PROMOTER/SELLER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

13. At the time of registration of conveyance of the Row House / Tenement, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/SELLER, the ALLOTTEE/PURCHASER s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project

land, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/SELLER, the ALLOTTEE/PURCHASER's share of Stamp Duty and Registration Charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/SELLER

The PROMOTER/SELLER hereby represents and warrants to the ALLOTTEE/PURCHASER as follows:

i. The PROMOTER/SELLER 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 PROMOTER/SELLER 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. 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;

v. 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 PROMOTER/SELLER 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;

vi. The PROMOTER/SELLER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTER/SELLER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Row House / Tenement which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The PROMOTER/SELLER confirms that the PROMOTER/SELLER is not restricted in any manner whatsoever from selling the said Row House / Tenement to the ALLOTTEE/PURCHASER in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/PURCHASER s the PROMOTER/SELLER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

x. The PROMOTER/SELLER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 PROMOTER/SELLER in respect of the project land and/or the Project except those disclosed in the title report.

15. The ALLOTTEE/PURCHASER /s or himself/themselves with intention to bring all persons into whosoever hands the Row House / Tenement may come, hereby covenants with the PROMOTER/SELLER as follows :-

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

ii. Not to store in the Row House / Tenement 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 Row House / Tenement 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 Row House / Tenement is situated, including entrances of the building in which the Row House / Tenement is situated and in case any damage is caused to the building in which the Row House / Tenement is situated or the Row House / Tenement on account of negligence or default of the ALLOTTEE/PURCHASER in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Row House / Tenement and maintain the Row House / Tenement in the same condition, state and order in which it was delivered by the PROMOTER/SELLER to the ALLOTTEE/PURCHASER and shall not do or suffer to be done anything in or to the building in which the Row House / Tenement is situated or the Row House / Tenement 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 ALLOTTEE/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Row House / Tenement 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 Row House / Tenement or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Row House / Tenement is situated and shall keep the portion, sewers, drains and pipes in the Row House / Tenement 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 Row House / Tenement 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 Row House / Tenement without the prior written permission of the PROMOTER/SELLER and/or the Society or the Limited Company.

v. 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 Row House / Tenement is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Row House / Tenement in the compound or any portion of the project land and the building in which the Row House / Tenement is situated.

vii. Pay to the PROMOTER/SELLER within fifteen days of demand by the PROMOTER/SELLER, 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 Row House / Tenement is situated.

viii. 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 Row House / Tenement by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

ix. The ALLOTTEE/PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row House / Tenement until all the dues payable by the ALLOTTEE/PURCHASER to the PROMOTER/SELLER under this Agreement are fully paid up.

x. The ALLOTTEE/PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Row House / Tenement 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 ALLOTTEE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Row House / Tenement 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.

xi. Till a conveyance of the structure of the building in which Row House / Tenement is situated is executed in favour of Society/Limited Society, the ALLOTTEE/PURCHASER shall permit the PROMOTER/SELLER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Row House / Tenement is situated is executed in favour of Apex Body or Federation, the ALLOTTEE/PURCHASER shall permit the PROMOTER/SELLER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. The SELLER/PROMOTER submitted the land admeasuring about 11921.82 Sq. Mtrs. related to Kh No. 24/1, Mauza : TARODI (KH), Dist : Nagpur to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing Deed of Declaration dt. 20.02.2024 registered with Sub Registrar, Kamptee at Book No. 1 at Sr. No. 1537 dt. 20.02.2024 and the rules Regulations, conditions of the same shall be binding on the ALLOTTEE/PURCHASER.

That the Society Formation shall be done within a period of Three months of the majority (51%) of allottees having possession their respective Row House / Tenement.

17. The PROMOTER/SELLER shall maintain a separate account in respect of sums received by the PROMOTER/SELLER from the ALLOTTEE/PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Row House / Tenement or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Row House / Tenement hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER/SELLER until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTER/SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER/SELLER executes this Agreement he shall not mortgage or create a charge on the Row House / Tenement 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 ALLOTTEE/PURCHASER who has taken or agreed to take such Row House / Tenement.

20. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the PROMOTER/SELLER does not create a binding obligation on the part of the PROMOTER/SELLER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER 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 ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when

intimated by the PROMOTER/SELLER . If the ALLOTTEE/PURCHASER (s) fails to execute and deliver to the PROMOTER/SELLER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER/SELLER , then the PROMOTER/SELLER shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the ALLOTTEE/PURCHASER , application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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 Row House / Tenement, as the case may be.

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER / SUBSEQUENT ALLOTTEE/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 ALLOTTEE/PURCHASER s of the Row House / Tenement, in case of a transfer, as the said obligations go along with the Row House / Tenement for all intents and purposes.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER (s) in Project, the same shall be in proportion to the carpet area of the Row House / Tenement to the total carpet area of all the Row House / Tenement in the Project.

26. 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.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER/SELLER through its authorized signatory at the PROMOTER/SELLER's Office, or at some other place, which may be mutually agreed between the PROMOTER/SELLER and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the PROMOTER/SELLER 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 .

28. The ALLOTTEE/PURCHASER and/or PROMOTER/SELLER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER/SELLER will attend such office and admit execution thereof.

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

Name of ALLOTTEE/PURCHASER
.....
.....
.....
(ALLOTTEE/PURCHASER 's Address)
Notified Email ID:_____

PROMOTER/SELLER name
M/S SHAYONA CO-OPERANT,
SHAYONAM TOWN
KH. NO. 24/1, TARODI (KH)
Tah: Kamptee, Dist : Nagpur
Notified Email ID: prayonangp@gmail.com

It shall be the duty of the ALLOTTEE/PURCHASER and the PROMOTER/SELLER 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 PROMOTER/SELLER or the ALLOTTEE/PURCHASER, as the case may be.

30. JOINT ALLOTTEE/PURCHASERS

That in case there are Joint ALLOTTEE/PURCHASER s all communications shall be sent by the PROMOTER/SELLER to the ALLOTTEE/PURCHASER 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 ALLOTTEE/PURCHASER s.

31. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

32. 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 MahaRera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. GOVERNING LAW

That 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 Nagpur courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
Description of the Project land and all other details

ALL THAT piece and parcel of land bearing Kh. Survey No. 24/1, {ULPIN : 15902827894}, admeasuring about 1.53.00 He.Aar.Sq.Mtrs., {Plotable land 11921.82 Sq. Mtrs.} Land Revenue Assessments Rs. 4.30 with Occupant Class 1 Bhumiswami Rights, situated at Mauza : TARODI (KH), P. H. No. 33, Tahsil : KAMPTEE and District : NAGPUR within the limits of Bidgaon-Tarodi (Kh)-Pandhurna Municipal Council and the said land is bounded as under :

ON THE NORTH	:	LAND OF KH SURVEY NO. 24/2
ON THE EAST	:	LAND OF KH SURVEY NO. 23 18.00 MT D.P. ROAD
ON THE WEST	:	LAND OF KH SURVEY NO. 25
ON THE SOUTH	:	LAND OF KH SURVEY NO. 17

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SHAYONA CO-OPERANT

Add.: Basement-5, Plot No. 10, Rishabh Appt., Ganeshnagar, Azamshahlayout, Nagpur-440009
Email Id.: sahjanand2311@gmail.com Ph. No.: 9823096779

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER :

.....
SHRI

.....
SMT.

At Nagpur in the presence of WITNESSES:

1. Name
Signature
_____
2. Name
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER
M/S SHAYONA CO-OPERANT
Through its Authorised Partner
SHRI PRAVIN MAYABHAI PATEL

M/S SHAYONA CO. OPERANT
Partner

WITNESSES:

Name
Signature _____ _
Name
Signature
_____

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE ROW HOUSE / TENEMENT ALONG WITH BOUNDARIES IN

DESCRIPTION OF THE ROW HOUSE / TENEMENT

Name of PROJECT : "SHAYONAM TOWN"

Row House / Tenement No.		Carpet Area (Sq.Mtrs)	Enclosed Balcony (Sq.Mtr)	Terrace Area (Sq.Mtrs)	Undivided Share in Land (%)

ANNEXURE
(Specification and amenities for the Residential Row House / Tenement)

FOUNDATION	:	R.C.C. Framed Structure in high strength Cement STRUCTURE and TMT – 500 Grade Steel being in seismic zone precautions and safeguards against earth quake is ensured in structural design.

WALL	:	Red Bricks/ Fly ash Bricks/AAC Block- External 230mm Brickwork / Internal 115 mm / 100 mm Brick work.
FLOORING Lobby and staircase	: :	Marble/Tiles in main lobby on ground floor, Staircase risers & treads in Vitrified Tiles.
Drawing &	:	Quality double charge Vitrified title
flooring Dining Kitchen &	:	Quality double charge Vitrified title
flooring Bedrooms Bathrooms	:	Anti – Skid tiles

Driveway

Kitchen : Granite plat form with stainless steels ink and glazed titles Dado with municipal & bore water connections.

DOORS : Main Door – Steel door. Internal door frames Made of RCC and shutters shall be factory- made flush door with plastic laminate finish with fittings and latch lock.

WINDOWS : Quality anodized aluminium sliding windows.

TOILETS :First quality branded sanitary-ware to all toilets, Jaquar/equivalent Mixers/Diver tors. Provision of geyser connection.

WALL FINISH

External Walls : Sand- face plaster with ANDPAINTING acrylic base fungus resistant texture/plain paint.

INTERNALWALLS	:Cement plaster with putty finish on wall.
DRINKING/	: Underground / Overhead tank direct Water connections to kitchens.
ELECTRICAL	:Havells /Poly cab / RR or equivalent Cable copper multi FITTINGS strand1-Phase concealed wring with MCB and RCCB for Distribution Board. Adequate light points in entire flat. Switches by Legrd and/Panasonic or equivalent, light and plug points in kitchen for refrigerator, microwave oven, mixers, geysers and water purifier, washing machine etc.
PLUMBING	: CPVC pipes and fittings of reputed company for all internal & external concealed piping. UPVC pipes of reputed company with chemical solvent joints for all soil and waste waterline.
TILE CLADDING AND DADO	: Kitchen: Designer glazed tiles Dado above kitchenplatform2 [Two Feet] height. Bathroom and WC : Designer glazed tiles7' [Seven Feet] height.

SCHEDULE ‘B’
FLOOR PLAN OF THE ROW HOUSE / TENEMENT

ANNEXURE – A
Title Report
Details of the Title Report