

AGREEMENT OF SALE AND BUILDING CONSTRUCTION

Valued at Rs. _____/-
[Rs. _____ Only]
MARKET VALUE- Rs. _____/-
(Rs. _____)
ITEM NO. _____ PAGE NO. ____
MOUZA-PARSODI

This **AGREEMENT OF SALE AND BUILDING CONSTRUCTION**, is made and executed at Nagpur on this ____ day of _____ 2012, **BETWEEN M/s. SHEWALKAR DEVELOPERS LIMITED**, a Company duly registered under the provisions of Companies Act 1956, having its registered place of business at “**Shewalkar Arcade**”, Laxmi Bhavan Square, W. H. C. Road, Dharampeth, Nagpur, through its **Managing Director Shri Ashutosh S/o. Ram Shewalkar**, aged about 50 yrs., Occ- Business, Resident of 80, Daga Layout, North Ambazari Road, Nagpur the **OWNER/ VENDOR/DEVELOPER**, hereinafter referred to and called as the **PARTY NO.1**, which term and expression shall, unless repugnant to the context or meaning thereof always mean and include the said **PARTY NO.1**, its successors, executors, administrators, liquidators, attornies etc., **OF THE FIRST PART**; (PAN NO.-AEPPS8104N)

AND

Shri. _____ S/o/W/o _____ aged about
 Yrs, Occupation- _____, R/o.
 _____ the "PURCHASER, hereinafter
 referred to and called as the "PARTY NO. 2", which term and expression
 shall, unless repugnant to the context or meaning thereof mean and include
 the said PARTY NO. 2., his /her heirs, legal representatives, assign,
 executors, attornies etc., OF THE SECOND PART; [PAN NO-
]

WHEREAS, the PARTY NO.1 by virtue of Sale deed dated 1st September 2008 purchased a property admeasuring 1700 sq. mtrs from and out of land bearing Khasra No.16/1 of Mouza Parsodi, bearing City Survey No. 82, Sheet No. 113, situated at Subhash Nagar, Hingna Raod, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.112 Tahsil and District Nagpur, from Smt. Hirabai wd/o Dashrath Fulsunge which was duly registered before the Joint Sub Registrar, Nagpur on the even date at Sr. No. 4794/2008. On the same day i.e. on 1st September, 2008, the PARTY NO. 1, out of the total land of 1700 Sq. mtrs, sold 209.49 Sq. mtrs of land on northern side to Shri. Harish S/o Dashrath Fulsunge, by way of the sale deed which was duly registered before the Jt. Registrar, Nagpur on the even date at Sr. No. 4795/2008. As such on execution of said Sale deed, the PARTY NO. 1 absolutely and exclusively owns 1490.51 Sq. mtrs of land which is described in detail in Schedule 'A' of this deed, and is hereinafter referred to as the said property. The PARTY NO. 1, desires/intends to develop said property into Residential cum Commercial Complex consisting of various apartments, shops, offices, stores etc.

AND WHEREAS, the said land and the plot was coming under 1900 unauthorized layout and therefore the earlier owner regularized the said property under the provisions of Maharashtra Gunthewari Developments (Regulation, Up gradation and Control) Act, 2001 and NIT Board Resolution No.15 dt.27/01/2001. A Demand note for regularization of the said plot was issued by NIT, and on making the said payment, the NIT **regularized total area admeasuring 1699.94 Sq. Mtrs and issued a RL letter bearing No. BE**

(W) 1900/ U/L/ 12189 / 1000 dt. 22/05/2009 in favour of Smt. Hirabai Dashratlal Fulsunge. Later on the Nagpur Improvement Trust vide its Letter No. BE (W)/306 dt 20/05/2010 sanctioned the proposal of Sub-division of land of City Survey No. 82 bearing Kh No. 16/1, 16, 16/2 of Mouza-Parsodi, Malik Maqubujza Layout and treated both the sub-divided plots as independent plots and thereby as per the sanctioned plot area statement duly sanctioned by the Building Engineer (W) NIT Nagpur, the share of PARTY NO. 1, Shewalkar Developers Ltd., out of City Survey No. 82 (South Part) comes to 1490.45 Sq. Mtrs and the North Part of 209.49 Sq. Mtrs belongs to Shri Harish Dashrath Fulsunge. Accordingly, name of PARTY NO. 1, M/s. Shewalkar Developers Ltd., through its Managing Director Shri Ashutosh S/o Ram Shewalkar, is duly mutated at City Survey Records vide Ferfar No. 4004 dt 22/10/2008.

WHEREAS the PARTY NO.1, with a desire to develop the said property by demolishing the old structure and to construct a multistoried building thereon consisting of various self contained Apartments / Offices / Shops / Stores etc., and to sell the same along with the undivided proportionate share and interest in the land to the interested prospective purchasers, prepared a building plan of the proposed multistoried building to be named as **“SHEWALKAR LAKE VIEW”** to be constructed on the said land/property and submitted the same for sanction to the Competant Authority NIT. The Nagpur Improvement Trust, vide its Building Permit No. B.E. (West)/Case No. 1877/Tracking No. 2011033157/355 dated 30/04/2011, sanctioned the building plan submitted by PARTY NO. 1

AND WHEREAS, the property referred in the Schedule "A" and “B” is already submitted to the provisions of the Maharashtra Apartment Ownership Act 1970 by executing and registering a **DEED OF DECLARATION** under section 2 in Form -A of the said Act, with the Sub Registrar No. 3 Nagpur at Sr. No. 4779 dated 29/08/2011 and as such the property hereby sold shall be governed by the provisions of the Maharashtra Apartment Ownership Act 1970.

AND WHEREAS the PARTY NO.2 being desirous of owning an Apartment /

Office/Shop/Store in the said multistoried building with transferable and heritable rights, approached the **PARTY NO.1**. The **PARTY NO.2** has seen and approved the building plan referred above and also the title documents of the said property and has satisfied himself / herself, in respect of building plan and also satisfied himself/herself regarding the title of the **PARTY NO.1**, to the said property as good, valid, legal and marketable. After considering all the relevant aspects and after detail negotiations with the **PARTY NO.1**, the **PARTY NO. 2**, herein has chosen, booked and agreed to purchase a **Apartment/Office/Shop/Store** bearing No. _____ on the _____ **Floor** of the Building to be named as “**SHEWALKAR LAKE VIEW**”, which is more elaborately described in the Schedule ‘B’ annexed hereto and shown in the red colour in the map annexed herewith and further agreed to pay / provide / contribute the entire cost of construction thereof together with the cost of undivided proportionate share in land, to **PARTY NO.1**, on the terms and conditions appearing hereunder.

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

1. THAT, the **PARTY NO.1** shall sell and the **PARTY NO.2** shall purchase undivided proportionate _____% share and interest in the land described in Schedule ‘A’, together with the entire RCC super structure i.e. **Apartment/Office/Shop/Store** No. _____ on the _____ **Floor** in the proposed building to be named as “**SHEWALKAR LAKE VIEW**”, having total **Built-up Area** of _____Sq. Ft. (_____Sq.Mtrs.), **Super built-up area** _____ Sq. Ft. (_____ Mtrs.), which is more particularly described in detail in the **Schedule ‘B’** annexed hereunder and shown in red colour in the map annexed hereto.
2. THAT, the total consideration of the **Apartment/Office/Shop/Store** _____ on the _____ **Floor** together with _____% undivided share and interest in the land, has been agreed and fixed at **Rs.** _____/- [**Rs.** _____only], which includes **Rs.** _____/- (**Rs.** _____only), towards the cost of _____% undivided proportionate share in the land and **Rs.** _____/- (**Rs.** _____ only)

towards the cost of construction of the **Apartment/Office/Shop/Store** and the same is agreed to be paid by the **PARTY NO. 2**, to the **PARTY NO.1** in the manner provided herein below:

MANNER OF PAYMENT

S.No.	MANNER OF PAYMENT	<i>Amount</i>
1	Paid at the time of execution of this agreement vide Chq No. dated drawn on Branch Nagpur.	
2.	To be paid in ____ Equal Monthly Installments to be paid from the date of agreement, on or before 10 th day of each English Calendar month, commencing from _____ to _____ each amounting to Rs./-.	
3.	To be Paid at the time of Execution and registration of Sale deed	
	TOTAL	===== /-

[Rs. _____Only]

- a. **THAT**, the construction cost mentioned herein above is estimated / calculated on the basis of prevailing market rates of the building material and the same are quoted hereunder as the Basic Rates, which are estimated on the basis of specification in schedule “C” only.

BASIC RATES

1. Cement	Rs. 260.00	Per Bag
2. Steel	Rs. 40000.00	Per M.T.
3. Bricks	Rs. 3500.00	Per 1000 Nos.
4. Wood	Rs. 3000.00	Per Cubic feet

- b. **THAT**, it is specifically agreed that, the PARTY NO.1 shall not claim any increase in the total cost of the said **Apartment/Office/Shop/Store**, if there is increase / rise in price of the above said material to the extent of 5% over the basic rates. Any increase / rise above 5% of the basic rates, the PARTY NO. 2 shall pay such extra amount to PARTY NO.1. This additional cost shall be worked out, taking into consideration the total quantity of the material utilised / consumed, for the construction of the said **Apartment/Office/Shop/Store** chosen by

PARTY NO. 2. The said cost shall be calculated / worked out by the Architect of PARTY NO.1, which shall be final and binding on PARTY NO. 2 and in no case shall be subject to any dispute or challenge.

- c. THAT, the PARTY NO. 2 shall adhere to the time bound schedule of payment, without any deviation and shall pay the agreed instalment on or before the stipulated date. It is specifically agreed to and understood by the PARTY NO. 2 that time mentioned in payment schedule is essence of this agreement. However without prejudice to the aforesaid stipulation, the PARTY NO.1 may in its absolute discretion grant a grace period of three months only to the PARTY NO. 2 provided the PARTY NO. 2 requests for the same in writing to PARTY NO. 1. On grant of such grace period, the PARTY NO. 1 shall be liable to pay an interest at the rate of One Rupee per day per thousand on the defaulted amount for first month, One Rupee and Fifty Paise per day per thousand for the 2nd month and Two Rupees per day per thousand for third month, to PARTY NO.1. It is further specifically agreed that, if the PARTY NO. 2 does not pay or fails to pay the amount even in the grace period of three months, then the present agreement shall IPSO FACTO come to an end to its entirety, without any further notice or reference to PARTY NO.2. In such event the PARTY NO.1 shall be at liberty to sell the said **Apartment/Shop/Office/Store** to anybody of its choice and the PARTY NO.1 shall return to PARTY NO.2 the amount which has been received by it from PARTY NO. 2 under this agreement without interest, after selling the said Shop to any third person and on receiving the consideration from him and after deducting 10% amount of the total cost of the said Shop/Office/Store, towards quantified liquidated damages. Similarly in case the PARTY NO.1 grants any extension of time for payment of any instalment beyond the stipulated period of three months, the same shall not be construed as a waiver of any of the terms of this agreement.
- d. **THAT**, the aforesaid cost of **Apartment/Office/Shop/Store** does not include any charges or security deposit and / or ORC charges to be paid to the concern department or PARTY NO.1, for obtaining Electric and Water Meters, Stamp Duty Charges, Registration and legal Charges, Service Tax, VAT Tax etc., and the same shall be paid separately by the PARTY NO.2 to the PARTY NO.1 besides the cost as hereinabove stipulated.
- e. **THAT**, in case the PARTY NO.2 desires the PARTY NO.1 to undertake any additional /extra item(s) of work, besides the specifications

appended hereto, then in such case, he /she shall pay the extra cost thereof as may be estimated by PARTY NO.1 in advance to the PARTY NO.1.

- f. **THAT**, over and above the cost mentioned above, the PARTY NO. 2 shall pay an amount of Rs. 5.00 lakhs (Rs. Five lakhs only) to PARTY NO. 1 towards as one time maintenance charges of the common areas and facility for a period of 15 years commencing from the date of execution of Sale deed. The common areas and facilities would include the Staircase, Parking, Lift, Terrace, Passage, Sump, Security, Periodical Painting of the entire building (not any independent/individual apartment/office/shop/store) etc.
- g. **THAT**, the PARTY NO. 2 understands that the agreed cost does not include any liability arising out of any levy of the provident fund for the casual construction workers, and as such if any statutory scheme is framed in this regard then in such event, the PARTY NO. 2 shall clear/discharge the liability so created/ accrued and keep the PARTY NO.1 indemnified. The records maintained by the PARTY NO.1 in respect of such labours and/or the estimation of its Architect shall be conclusive and binding on the PARTY NO.2.
3. **THAT**, the PARTY NO. 2 has finally chosen to purchase/own the **Apartment/Office/Shop/Store** No. _____ on the _____ **Floor** of the building **“SHEWALKAR LAKE VIEW”** and the same is more particularly described in the Schedule ‘B’ written below.
4. **THAT**, the property described in the schedule ‘B’ hereby agreed to be sold to PARTY NO.2 is free from encumbrances of all kinds whatsoever.
5. **THAT**, the PARTY NO.1 specifically assures that they have the absolute and marketable title and they are entitled to convey the title in respect of the property in favour of PARTY NO.2. However the PARTY NO.2 has also seen and verified all the title documents of the said property, owned by PARTY NO.1, and has satisfied himself / herself / themselves regarding the same and has no further query.
6. **THAT**, the property hereby agreed to be sold shall be taken to be correctly described in the schedule hereunder written and the same shall be sold subject to the outgoing agreements, restrictions and rights of the PARTY NO.1. In case, if any mis-statement, error or omission is found or discovered, the same shall not annul this agreement nor shall any compensation be allowed in this regard to

PARTY NO. 2 but all the same, such mis-statement, error or omission shall be subject to correction by the parties hereto.

7. THAT, the PARTY NO.1 shall commence carry on the construction and shall complete the same within 18 months from the date of commencement thereof, subject, however to the conditions and things out of control of the PARTY NO.1 and further the availability of cement, steel bricks and other materials in the open market and also subject to punctual payment of the installments on the stipulated dates by the Party No.2 to the PARTY NO.1 and emergencies beyond the control of the PARTY NO.1 in which case, the period of completion of construction shall be automatically deemed to have been extended according to the requirements of the PARTY NO.1.
8. **THAT**, it is agreed and admitted by the PARTY NO. 2 that the PARTY NO.1 shall remain exclusive incharge of entire construction in all respects, without any let, hindrance or interference by PARTY NO.2 and under no circumstances the PARTY NO. 2 or any other person employed by him/her/them or acting on his/her/their behalf, shall enter into any agreement of the building construction or contract in respect of his / her Shop with any Engineer, Architect, Building contractor, or advisory agency and if any such contract is made, the same shall be inoperative, illegal, null, void and shall not bind the PARTY NO.1. That during the course of the building construction, the PARTY NO.2 may with two days prior intimation / permission of the PARTY NO.1, enter upon the said plot of land to inspect the plans, specifications and the building materials, if available on site.
9. **THAT**, it is understood by the PARTY NO.2 that the proposed construction is heterogeneous in nature, comprising of R.C.C. and Brick works. It is understood by the PARTY NO. 2 that short coming inherent to the heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footing are likely to occur and will not be treated as defects. Further it is agreed by the PARTY NO. 2 that on account of practical constraints there will be made an allowance of five percent variation on either side in dimensions shown in sanctioned plan or mentioned in the agreement and no compensation shall be given to the PARTY NO.2 for such variations.
10. **THAT**, it is understood and agreed by the PARTY NO. 2, that due to heterogeneous nature of construction and construction joints between

masonry and concrete or any such other joint, leakages or seepage of water is likely to occur and this will not be treated as defect in construction. The cost of any specialized treatment of water proofing or stopping such leakage and seepage will be borne and paid by the PARTY NO.2, separately. It is also understood and agreed by the PARTY NO.2 that plastered masonry and concrete are not water proof in nature and there is a chance of leakage, seepage through them if exposed to rain water or any wet condition. This will not be treated as defect and no compensation shall be given to the PARTY NO.2 for such happening.

11. **THAT**, the PARTY NO.1 shall not be liable to pay compensation or to make good any defect in the proprietary items such as Lift, Pump, Sanitary and Plumbing fitting etc., used in the construction of the said **Apartment/Office/Shop/Store** and proper claim regarding this shall directly be made by the PARTY NO. 2, to the manufacturer of such items, keeping the PARTY NO.1 indemnified.
12. **THAT**, the PARTY NO. 2 agree to pay to the PARTY NO.1 the Sales tax, Turn over tax, Works contract tax, Service Tax, VAT Tax, if any, levied by the Govt. or the semi Govt. or the local authority in relation to the property hereby agreed to be sold.
13. **THAT**, if the Maharashtra State Electricity Board insists upon the installation of power transformer for this scheme, then in such a case the PARTY NO.2 agree & undertake to provide and contribute the proportionate cost thereof which shall be besides the cost hereinabove agreed to paid by him/her.
14. **THAT**, the PARTY NO.1 shall not deliver the actual physical possession of the **Apartment/Office/Shop/Store** agreed to be purchased by PARTY NO.2, unless and until the PARTY NO.2 pays the entire amount of the consideration and the charges for installation of the Electric meter, Extra items, Water meter, Legal expenses including the Stamp duty, Registration fees, Sales tax, Turnover tax, Works contract tax, Service Tax, VAT Tax, etc to the PARTY NO.1, in respect of the said property hereby agreed to be purchased.
15. **THAT**, the PARTY NO. 2 shall not be entitled to occupy the said **Apartment/Office/Shop/Store** except and until the possession thereof is duly handed over by the PARTY NO.1 by issuing a possession letter in this regard. The possession of PARTY NO.2 in absence of the possession letter, over the said Apartment would be illegal and that of a trespasser.

16. **THAT**, the possession of the **Apartment/Office/Shop/Store**, along with the undivided proportionate share in the land will be delivered to the PARTY NO. 2 at the time of execution and registration of the sale deed and on receipt of the entire amount stated above and on completion of the entire building in all respect and made available for occupation. On execution of the sale deed the PARTY NO. 2 shall hold and enjoy the said plot of land jointly with co-owners thereof with heritable and transferable rights therein.
17. **THAT**, any variation in the actual area of the **Apartment/Office/Shop/Store**, on completion would be charged extra at the prevailing market rate at the time of handing over of the possession and the payments shall be made as per the actual area of the **Apartment/Office/Shop/Store** as per the final sanctioned plan and Deed of Declaration.
18. **THAT**, the PARTY NO.2 shall pay and discharge all the outgoing liabilities and shall also pay the due ground rent, premiums to the concerned authorities from the date of sale deed or the date of delivery of the possession or from the date of assessment made by the competent authority over the said property, whichever is earlier. The possession of the **Apartment/Office/Shop/Store** shall be handed over the PARTY NO. 2 on receipt of entire Sale consideration or on registration of the Sale Deed, which ever is earlier.
19. **THAT**, the PARTY NO. 2 shall not let, sublet, transfer, assign or create third party interest in the premises, until all the dues payable by the PARTY NO.2 to the PARTY NO.1 under this agreement are fully paid up and only if the PARTY NO.2 had not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the PARTY NO. 2 has intimated in writing to the PARTY NO.1 and obtained permission thereof.
20. **THAT**, the PARTY NO.1 do hereby agree to execute the Sale Deed of the proportionate undivided share in land and the **Apartment/Office/Shop/Store** hereby agreed to be sold in favour of the PARTY NO.2, jointly with the other co-owners thereof on receipt of the entire consideration, all Taxes, Electric and Water meter installation deposits/ Charges, stamp duty, Registration charges, Legal advisors professional fees for preparation of the requisite documents, and all other charges as may be legitimately recoverable from the PARTY NO.2.
21. **THAT**, the PARTY NO.1 has right and authority to incorporate such

terms, conditions, stipulations and restrictive covenants in the sale deed which are not specifically mentioned in the deed. The PARTY NO.1 has submitted the said entire multistoried building to the Provisions of Maharashtra Apartment Ownership Act by executing and registering the Deed of Declaration on 29th August, 2011, which is duly registered before the Jt. Registrar No. 3, Nagpur at Sr. No. 4779/11. All the terms and conditions stated in the said Deed of Declaration shall be binding on PARTY NO. 2. The PARTY NO. 2 shall not have any objection for the same.

22. **THAT**, the PARTY NO.1 reserves unconditional rights to erect any additional construction on the available open space or on the top or the terrace of the building, or otherwise also and in such contingency, the PARTY NO.2 shall not be entitled to obstruct or object for the same. It is further agreed and understood by the PARTY NO.2 that in the event of any increase in the permissible F. S. I. in relation to the said plot of land, there shall be an automatic proportionate reduction in the undivided proportionate share in land of the PARTY NO.2 and in such contingency the PARTY NO.2 shall not be entitled to claim any refund or damages from the PARTY NO.1. Similarly the PARTY NO.1 shall also be entitled to utilise and use the said additional F. S. I. for additional construction and to sale the same to the prospective purchasers with facility to use and enjoy the available common areas and facilities The PARTY NO. 1 shall further be also entitled to load TDR over the said property and also be allowed/entitled to make the construction in proportion to the TDR and sale the same to prospective buyer..
23. **THAT**, the PARTY NO.2 herein has specifically agreed that even after taking over the possession of the **Apartment/Office/Shop/Store** chosen by him/her, he/she will not obstruct, object or prevent the PARTY NO.1 in any manner whatsoever in carrying on and completing the construction work of any part of the building, which may include the storage of the building material.
24. **THAT**, the PARTY NO.2 shall not be entitled to erect any structure on the open space or use the same in a manner, causing inconvenience to the other purchasers/co-owners.
25. **THAT**, even after the sale deed is executed, the PARTY NO.2 shall not be allowed to make, any additions or alterations in the **Apartment/Office/Shop/Store** without the prior permission of PARTY NO.1. In case the PARTY NO.2 makes or executes any alteration or

addition without the permission of PARTY NO.1, he / she shall be solely liable for the consequences thereof.

26. **THAT**, the PARTY NO. 2 shall not disturb the elevation of the building any time in future and shall take due care to maintain the decency of the elevation of the building / complex.
27. **THAT**, the PARTY NO. 2 shall use the Apartment for the residential purpose only and shall use the Office/Shop/Store for business activities only. The PARTY NO. 2, shall not use the said Office/Shop/Store for running the liquor shop, Gambling house, Pub, Bar, Lottery Shop or for storing the inflammable or the explosive substances, or for any illegal activity, or for any other activity prohibited by law.
28. **THAT**, the PARTY NO. 2 shall observe and perform all the rules and regulations, which the society or an association of apartments may adopt at its inception and the addition, alteration or amendments thereof, that may be made for time to time for protection and maintenance of the said building and the Apartment therein and for observance and performance of the building rules and regulations and byelaws for the time being of the concerned local authority, government and other public bodies. The PARTY NO.2 shall also observe and perform all the stipulations and conditions laid down by the association of apartment owners, regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this agreement.
29. **THAT**, the PARTY NO. 2 shall individually pay the corporation taxes, in respect of the property hereby agreed to be sold by PARTY NO.1, from the date of its making assessment by Nagpur Municipal Corporation. Similarly the PARTY NO. 2 shall also pay Cess, N.A. assessment or any other dues or outgoings in respect of the property hereby agreed to be sold, from the date of the assessment made by any competent authority. The PARTY NO.2 also agrees to pay to the PARTY NO.1 the Sales tax, Turn over tax, Works contract tax, if any, levied by the Govt. or the semi Govt. or the local authority in relation to the property hereby agreed to be sold. The PARTY NO.2 has accepted and agreed to pay applicable VAT Tax as well as Service Tax on total Sale Value at the time of execution of sale deed and the

PARTY NO.2 does hereby also indemnify the PARTY NO.1 towards the liability to pay VAT [Value Added Tax] & Service Tax in respect of this Sale transaction.

30. **THAT**, the terrace of the entire complex, terrace of all staircase towers, terrace of all lift machine rooms, and the area of all over head tanks of the complex named and styled as '**SHEWALKAR LAKE VIEW**' shall be exclusively owned and possessed by the PARTY NO.1 for ever for their own exclusive use and occupation. The PARTY NO.1 shall be allowed and permitted to use all the above stated terraces for display of Neon Signs or to let out the said area, or give on leave and licence basis to any person, institution, organisation, company of its choice and further shall be allowed to receive rent, licence fees, profits for the said area. The PARTY NO.1 shall have unfettered right and authority to display any type of board, neon signs, banner or/and any advertisement or install a satellite or mobile phone tower on terrace or on any part of the building for which the PARTY NO. 2 shall never be allowed and permitted to raise any objection or claim or ask for any returns, damages or compensation for the same from PARTY NO.1, the PARTY NO. 2 do hereby forward his / her unconditional consent to PARTY NO.1 for doing all the above stated acts and things.
31. **THAT**, except the allotted parking on basement floor and ground floor and the exclusive terrace attached to some Apartment/Flat, the available open space and the common areas and facilities as may be provided in the said building shall always remain common, to be used and enjoyed by all purchasers and no division or partition thereof shall be permitted either jointly or severally by any of the purchaser. The exclusive allotted covered parking area is available by separate allotment letter issued by PARTY NO. 1. No other owner shall have right or easement over the exclusive allotted parking and he/she shall not park his/her vehicle over the said exclusive allotted parking area.
32. **THAT**, in the said scheme there are few Terrace apartments/Flats which are provided with attached terrace. The owner of the said Terrace apartments/Flats shall have exclusive right to use and occupy the said attached terrace and no other apartment owner shall have any right of any kind whatsoever over the said terrace portion. However the said Apartment owner shall not be allowed to make any construction either temporary or permanent over the said open terrace.

33. **THAT**, apartment owner shall not have any right, claim, easement etc. over the parking and landscape area in the front portion of the project exclusively meant for the business complex in the scheme. All the Apartment owners shall park their vehicles in the residential parking area constructed at the back side.
34. **THAT**, the title of the PARTY NO.1 over the said property shall remain undisturbed till the entire building is constructed thereon and the occupation of the Apartments / Stores / Shops / Offices therein, are made available for possession and are delivered to the respective buyers including the PARTY NO.2.
35. **THAT**, nothing contained in this Agreement shall be construed nor shall be deemed as demise or transfer of the interest in the said Apartment or the schedule land or any portion of the land or building in favour of the PARTY NO.2, or any other person, whatsoever. The covenants contained in this Agreement on the part of the PARTY NO.2 are enforceable not only against the PARTY NO.2 but in case of his/her demise, all heirs, legal representatives and against all his/her estate.
36. **THAT**, all notices, intimation to be served upon the PARTY NO.2, are to be served at the address given in the above para, by registered post with A.D. or by UPC and the mere dispatch of the same on the aforesaid address shall be deemed to be good service of the notice or the intimation to the PARTY NO.2, by PARTY NO.1.
37. **THAT**, the PARTY NO.2 shall intimate to the PARTY NO.1 in writing about change in his/her postal address promptly. In case of change in address and non-intimation thereof, all the correspondence on the address given above would be valid and binding on the PARTY NO.2.
38. **THAT**, in case of any dispute arising in relation to the meaning or construction of any of the terms of this Agreement or any matter relating thereto, the same shall be referred to the arbitration of three arbitrators and their decision/award shall be final and binding on the parties hereto.
39. **THAT**, the agreement is subject to the jurisdiction of the competent civil court at Nagpur and the same is to be resorted to only after exhausting the remedy of arbitration.

40. **THAT**, there shall be two original copies of this Agreement out of which, one shall rest with the PARTY NO.1 and the other shall rest with the PARTY NO.2
41. **THAT**, all the expenses for the preparation of the documents, cost of Stamp duty, Registration fees, Lawyer's fees and all other incidental expenses are to be borne by the PARTY NO. 2.

SCHEDULE "A"

(Description of the Land referred above)

All that piece and parcel of the land admeasuring about **1490.51 Sq. Mtrs. [16044 Sq. Ft.]** being a part or portion of the entire land bearing Khasra No.16/1 of Mouza Parsodi, bearing City Survey No. 82, Sheet No. 113, situated at Subhash Nagar, Hingna Raod, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.112 in Tahsil and District Nagpur and is bounded as under:

- Towards East - **House of Mr. Nitin & Niranjana Fulsunge and Mr. Khusal Wasnik**
- Towards West - **Hingna Road and Jaitala Road**
- Towards North - **House of Shri. Siria and Road**
- Towards South - **House of Shri. Vikas Thakare & Nagose**

SCHEDULE "B"

(Description of Apartment/Office/Shop/Store chosen by PARTY NO. 2)

The undivided proportionate _____% share in land described in Schedule "A", together with all that RCC superstructure comprising **Apartment/Office/Shop/Store No. _____** on the _____ **Floor** of the building to be named and styled as **"SHEWALKAR LAKE VIEW"** proposed to be constructed on the aforesaid portion of land having total **Built-up Area** of _____ **Sq. Ft. (_____ Sq.Mtrs.)** OR Super built-up area _____ **Sq. Ft. (_____ Mtrs.)**. The said **Apartment/Office/Shop/Store** is bounded as under:

- Towards East - _____
- Towards West - _____
- Towards North - _____

Towards South - _____

SCHEDULE "C"

General Specifications For Residential Apartment/Flat

- 1. Structure** : RCC Frame Structure.
- 2. Masonry** : Burnt Brick or C.C. hollow blocks with outer walls of 6" thickness and inner walls of 4½" thickness
- 3. Plastering** : Inside—Smooth Plaster with either niroo or touch up coat of putty
Outside—Rough Sand Faced Plaster with bands & grooves as per elevation design treatment.
- 4. Doors** : Frames in teak wood and panels in flush type with particle board except for toilets, kitchen & balconies.
M.S. Frames with panels in flush type with marine ply for toilet, kitchen and balconies.
Main door panel in full teak wood.
- 5. Windows** : Powder coated Aluminum windows with marble sill.
- 6. Flooring** : Vitrified tiles
- 7. Kitchen Platform:** Granite over kitchen platform.
- 8. Kitchen Sink** : Stainless steel sink with dash board.
- 9. Plumbing** : One Bib tap each in toilet, wash basin & kitchen platform.
One overhead shower in each toilet, Separate taps for Cooler & Terrace water supply
- 10. Toilets** : Ceramic tiles
- 12. Fittings** : One Wash basin common & one in attached toilet.
European or Anglo-Indian seats for toilets, Bath tub with attached toilet.
- 13. Electrification** : Concealed wiring with one light point, one fan point & one plug point in each room. One light point each in sit outs & garden, common circuit up to meter board
- 14. Painting** : Inside – Oil Bond Distemper in three coats.
Oil paint for door frames and panels
Outside – Water Proof Cement Paint in two or three attractive colours as per elevation design treatment

IN WITNESS WHEREOF the parties to this deed have set their respective hands and signed this Agreement of Sale and Building Construction in the presence of the witnesses signing as such on the day and place first above written.

WITNESSES :

FOR SHEWALKAR DEVELOPERS LTD

1. _____

ASHUTOSH SHEWALKAR
MANAGING DIRECTOR
VENDOR /PARTY NO.1

2. _____

SHRI. _____S/o/W/o _____

PURCHASER/PARTY NO. 2