

AGREEMENT TO SELL FOR RS. /- ONLY
(RUPEES ONLY)
MARKET VALUE RS. /-ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this
_____ Day of BETWEEN : M/S. RAJVAIBHAV INFRA, (Income Tax PAN
AAOFR-0903-R), a Partnership Firm duly registered under the Indian Partnership Act,
1932 having its Office at Plot Nos. 45-46, Omkar Nagar Square, Shukla Nagar, Opp.
Shivdham Mandir, Babulkheda, Nagpur and acting through its Partners (1) SHRI.
PRAKASH S/o BALKRISHNA BENDE, Aged about 61 Years, Occupation – Business,
Resident of Plot No. 8, Tilak Nagar, Nagpur, Tahsil and District - NAGPUR AND (2)
SHRI. PARESH S/o VRIJLAL PATEL, Aged about 44 Years, Occupation – Business,
Resident of 35, Laxmi Niwas, Lakadganj, Nagpur, Tahsil and District - NAGPUR,
hereinafter called the VENDOR, which expression shall unless repugnant to the context
or meaning thereof, always mean and include the said PARTNERSHIP FIRM and its
PARTNERS, as well as, their respective heirs, legal representatives, executors,
administrators, successors and assigns of the ONE PART.

AND

Contd. . . .

MRS./SHRI. _____ W/o-S/o _____, Aged about _____ years, Occupation - _____, (Income Tax PAN _____), Resident of _____, Nagpur, Tahsil and District - NAGPUR, hereinafter called

the PURCHASER, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and parcel of land containing by admeasurement 2136.80 Sq. Mtrs. (OR 23000.52 Sq. Ft.), (as per City Survey Records i.e. 1939.7 Sq. Mtrs. of City Survey No. 326 of Mouza – Ambazari and 290.10 Sq. Mtrs. of City Survey No. 1527 of Mouza – Lendhra, thus total area of 2129.80 Sq. Mtrs. and as per Sale Deed the area is 2166.89 Sq. Mtrs.), including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/31 respectively of Mouza – Lendhra and Ambazari respectively, situate at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Shri. Sadashivrao S/o Krishnarao Buty, being his separate property; AND

WHEREAS the aforesaid Shri. Sadashivrao Krishnarao Buty lateron in his turn transferred/sold the said entire property by way of sale to Shri. Gopalrao S/o Sakham Kher, by a Sale Deed Dated 15-10-1940, which is duly registered at the Office of the Sub-Registrar, Nagpur in Addl. Book No. I, Volume No. 7 on Pages 217 to 219 at Sr. No. 1135 on even date; AND

WHEREAS the said Shri Gopalrao Sakham Kher lateron constructed a Double Storeyed Residential House the then standing on the said Plot of land, bearing Corporation House No. 133, City Survey Nos. 326 and 1527 and Sheet Nos. 25/19 and 25/31 of Mouza – Lendhra and Ambazari in accordance with the duly sanctioned and approved Plan; AND

WHEREAS during his life time the aforesaid Shri. Gopalrao Sakham Kher executed his LAST WILL AND TESTAMENT on 12-08-1963 and thereby he created Life interest only of his Wife Mrs. Rakhmabai alias Godutai Kher in the aforesaid property and upon her demise he gave and bequeathed the aforesaid entire property to his 2 sons namely (1) Shri. Narayan Kher and (2) Dr. Vinayak Kher absolutely forever with heritable and transferable rights therein in equal proportion; AND

WHEREAS the aforesaid Shri Gopalrao Sakham Kher left for heavenly abode on 01-12-1968 and consequent upon his death/demise, the aforesaid Smt. Rakhmabai alias Godutai Kher for her life time only and her aforesaid 2 sons namely

(1) Shri Narayan Gopalrao Kher and (2) Dr. Vinayak Gopalrao Kher became the Joint/Co-owners of the aforesaid property in terms of the aforesaid Will Dated 12-08-1963; AND

WHEREAS during the course of time the aforesaid Smt. Rakhmabai alias Godutai Kher also left for heavenly abode on 15-12-1975 and consequent upon her death/demise, her aforesaid 2 sons namely (1) Shri Narayan Gopalrao Kher and (2) Dr. Vinayak Gopalrao Kher became the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein in equal proportion in terms of the aforesaid Will Dated 12-08-1963; AND

WHEREAS the aforesaid Shri Narayan Gopalrao Kher and Dr. Vinayak Gopalrao Kher lateron jointly decided to develop a Piece of land containing by admeasurement 941.88 Sq. Mtrs. comprising the SOUTHERN PORTION of the said entire land into a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein. And accordingly by two separate Agreements Dated 11-10-1991 and 04-11-1991 they agreed to sell the said Southern Portion to M/s. Pradhan Builders, a Partnership Firm having its Office at Nagpur for its Development upon the several terms and conditions contained therein. They further retained the remaining Portion of the said Plot of land containing by admeasurement 1194.92 Sq. Mtrs. (As per the records of City Survey area is 1187.92 Sq. Mtrs.) for their exclusive use and occupation; AND

WHEREAS the said M/s. Pradhan Builders later on developed the said Southern Portion into a Residential Estate by constructing a Multistoried Building thereon known and styled as "INDRAPRASTHA APARTMENTS" consisting of various self contained separate Apartments therein in accordance with the sanctioned Building Plan approved and sanctioned by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/1440/18363 Dated 19-08-1993 and further sold/transferred the same to various prospective buyers by various duly registered Sale Deeds. The said Southern Portion of the said property is also submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration on 17-09-1993 and the same is also duly registered at the Office of the Sub-Registrar, Nagpur-8 at Sr. No. 2972(P) on even date; AND

WHEREAS as the measurement of the aforesaid entire land was not shown correctly in the City Survey Records and consequentially therefore the S.L.R., Nagpur vide its Order No. Bhu-5/CTS R-1743/1993 corrected the area and as such the said entire property is now correctly recorded in the City Survey Record as (i) City Survey No. 326 of Mouza – Ambazari containing by admeasurement 1839.7 Sq. Mtrs. and (ii) City Survey No. 1527 of Mouza – Lendhra containing by admeasurement 290.10 Sq. Mtrs. thus total area of 2129.80 Sq. Mtrs.; AND

WHEREAS during the life time of the aforesaid Shri Narayan Gopalrao Kher and Dr. Vinayak Gopalrao Kher, they jointly executed their joint Will on 09-11-1994 and thereby they gave and bequeathed their aforesaid property to (1) Smt. Asha Vinayak Kher, (2) Shri Sanjay Vinayak Kher, (3) Shri Mohan Vinayak Kher and (4) Mrs. Veena Vinayak Deshpande jointly absolutely forever with heritable and transferable rights therein; AND

WHEREAS the aforesaid Shri Narayan Gopalrao Kher left for heavenly abode on 05-08-1998 (he died bachelor) and Dr. Vinayak Gopalrao Kher also left for heavenly abode on 19-05-2005 and consequent upon their deaths/demises the aforesaid (i) Smt. Asha Vinayak Kher, (ii) Shri. Sanjay Vinayak Kher, (iii) Shri. Mohan Vinayak Kher and (iv) Mrs. Veena Vinayak Deshpande have become the Joint/Co-Owners of the aforesaid property in terms of the aforesaid Joint Will Dated 09-11-1994. In the like manner consequent upon the death of the aforesaid Dr. Vinayak Gopalrao Kher, his share in the aforesaid property is also devolved upon the aforesaid persons namely Smt. Asha Vinayak Kher and others hereinabove named by way of intestate succession, being the only legal heirs of the deceased. As a result therefore the said Smt. Asha Vinayak Kher and others became the Joint/Co-Owners of the property comprising ALL THAT piece and parcel of land containing by admeasurement 1194.92 Sq. Mtrs. (OR 12862.11 Sq. Ft.) (As per records of City Survey the area is 1187.92 Sq. Mtrs.), being a portion of the entire land bearing City Survey No. 1527, Sheet No. 25/19 of Mouza – LENDHRA and City Survey No. 326, Sheet No. 25/31 of Mouza - AMBAZARI TOGETHERWITH the then existing Structure standing thereon, bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/31 respectively of Mouza – Lendhra and Ambazari respectively, situate at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR with heritable and transferable rights therein; AND

WHEREAS one M/s. Rajvaibhav Infra, the Vendor named hereinabove, has purchased the 900 Sq. Mtrs. of F.S.I. out of T.D.R. Certificate No. 28/01/09 Dated 29-03-2014 of ZONE-“B” issued by the Nagpur Municipal Corporation arising out of the piece and parcel of land bearing Reservation No. MNW-100 (C.G.) for Cremation Ground, being a portion of the entire land bearing Kh No. 90 of Mouza – HAJARIPAHAD, bearing City Survey No. 204 and Sheet No. 36, situate at Hajaripahad, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR, which is purchased by it from Shri. Narendra Dharnidharji Gandhi in the name of Smt. Asha Vinayakrao Kher by a Deed of Transfer dated 10-01-2014. Subsequently the Nagpur Municipal Corporation issued a New TDR Certificate to the said Smt. Asha Vinayak Kher, bearing T.D.R. Certificate No. 28/01/09 Dated 29-03-2014 of ZONE-“B”; AND

WHEREAS the aforesaid Smt. Asha Vinayak Kher and 3 others lateron jointly transferred/sold the aforesaid property comprising **(A)** ALL THAT Piece and parcel of land containing by admeasurement 1194.92 Sq. Mtrs. (OR 12862.11 Sq. Ft.) (As per records of City Survey the area is 1187.92 Sq. Mtrs.), out of the entire land containing by total admeasurement 2136.80 Sq. Mtrs. (As per City Survey Records 2129.80 Sq. Mtrs.), being a portion of the entire land bearing City Survey No. 1527, Sheet No. 25/19 of Mouza – LENDHRA and City Survey No. 326, Sheet No. 25/31 of Mouza - AMBAZARI TOGETHERWITH the then existing old Multistoried Building standing thereon consisting of 3 separate Family Units (i.e. Apartments) and a common Hall standing thereon covering a total Built-up area of about 688.232 Sq. Mtrs. (OR 7408.13 Sq. Ft.), including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/31 respectively of Mouza – Lendhra and Ambazari respectively, situate at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR AND **(B)** All the benefits of THE 900 Sq. Mtrs. of F.S.I. out of T.D.R. Certificate No. 28/01/09 Dated 29-03-2014 of ZONE-“B” issued by the Nagpur Municipal Corporation arising out of the piece and parcel of land bearing Reservation No. MNW-100 (C.G.) for Cremation Ground, being a portion of the entire land bearing Kh. No. 90 of Mouza – HAJARIPAHAD, bearing City Survey No. 204 and Sheet No. 36, situate at Hajaripahad, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR by way of Sale to M/s. Rajvaibhav Infra, the Vendor named hereinabove, by a Sale Deed dated 08-05-2015, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 2272 on even date. As a result therefore the Vendor hereinabovenamed has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein; AND WHEREAS the Vendor abovenamed later on decided to develop its aforesaid property comprising ALL THAT Piece and parcel of land containing by admeasurement 1194.92 Sq. Mtrs. (OR 12862.11 Sq. Ft.), being a portion of the entire land bearing City Survey No. 1527, Sheet No. 25/19 of Mouza – LENDHRA and City Survey No. 326, Sheet No. 25/31 of Mouza - AMBAZARI, situate at Hajaripahad, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR alongwith T.D.R. (Transferable Development Rights) of 900 Sq. Mtrs. of F.S.I. into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND WHEREAS a Plan of the Multistoreyed Building proposed to be constructed on

the said Piece of land and to be known and styled as "MEHAR SHELTER" and the same is also duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 07/BP/AMBAZARI/TP/NMC/252 Dated 17-04-2015; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND WHEREAS the Purchaser has also seen and approved the Plan of the proposed Multistoreyed Building; AND

WHEREAS the Purchaser being desirous of owning an Apartment for her/his Residential use in the said proposed Multistoreyed Building with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided proportionate share and interest in the said Northern Portion of the entire Piece of land bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/30 of Mouza – Lendhra and Ambazari respectively TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. on the of a Multistoreyed building proposed to be constructed thereon and to be known and styled as "MEHER SHELTER" and after detailed negotiations she/he has also agreed to pay, provide and contribute the entire cost of construction of the said Apartment as well as the cost of Undivided proportionate share in the said Plot of land to the Vendor hereto; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs90,00,000 /- (Rupees NINTY LAC ONLY) Only upon the following terms and conditions.

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and parcel of land containing by admeasurement 1194.92 Sq. Mtrs. (OR 12862.11 Sq. Ft.) (As per records of City Survey the area is 1187.92 Sq. Mtrs.), being the NORTHERN PORTION out of the entire land containing by total admeasurement 2136.80 Sq. Mtrs., being a portion of the entire land bearing City Survey No. 1527, Sheet No. 25/19 of Mouza – LENDHRA and City Survey No. 326, Sheet No. 25/30 of Mouza – AMBAZARI TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. covering a Super Built-up area of about Sq. Mtrs. on thefloor of a building constructed thereon and to be known and styled as "MEHAR SHELTER", bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/31 respectively of

Mouza – Lendhra and Ambazari respectively, situate at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the FIRST and SECOND SCHEDULES hereunder written.

(2) THAT the total price agreed is Rs. /- (Rupees ONLY) Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner. The cost so agreed is fixed and not subject to any increase in spite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT :-

Rs. **00000000** /- (Rupees) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ dated. /11/20..., Drawn on _____ Bank, Branch _____ , Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor.

Rs.**000,000** /- (Rupees.) Only agreed to be paid by the Purchaser to the Vendor after completion of Plinth.

Rs. **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Ground Slab.

Rs. **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of First Slab.

Rs. **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Second Slab.

Rs.. **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Third Slab.

Rs.. **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Fourth Slab.

Rs. . **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Fifth Slab.

Rs. . **000,000** /- (Rupees) Only agreed to be paid by the Purchaser to the Vendor after casting of Sixth Slab.

Rs. **0,00,000** /- (Rupees) Only agreed to be paid by the
Purchaser to the Vendor after completion of Brick Work.

Rs. **0,00,000** /- (Rupees) Only agreed to be paid by the
Purchaser to the Vendor after Plastering.

Rs. **0,00,000** /- (Rupees) Only agreed to be paid by the
Purchaser to the Vendor after finishing.

Rs. **0,00,000** /- (Rupees) Only agreed to be paid by the
Purchaser to the Vendor after taking over actual possession of the
chosen Apartment

Rs .00,00,000 /- (TOTAL ONLY)

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*THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates/stages mentioned above. It is specifically agreed and understood by the Purchaser that the time so stipulated for Payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due dates/stages. It is specifically agreed and understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Apartment Together with the Undivided proportionate share and interest in the said Plot/Piece of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendor shall within 3 (Three) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and also after deducting there from a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him shall not be a ground for non payment of any of the installments on due dates/stages.

(3) THAT the Undivided _____ Percent share and interest in the said Plot of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's

title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation.

(5) THAT the said property is believed and shall be taken to be correctly described in the schedule hereunder written and be sold subject to the outgoing agreements, restrictions and right of the Vendor and the other co-owners of the remaining Undivided share in the said Plot of land and the Owners of other built-up spaces/premises in the proposed Building affecting the same and if any misstatement, error or omission shall be discovered, the same shall not annul this Contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Vendor hereinabovenamed is the exclusively in-charge of the entire construction of the proposed Multistoreyed Building in all respects without any let, hindrance or interference any body else. However the Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Vendor shall erect and build the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the Plan as may be sanctioned by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 07/BP/AMBAZARI/TP/NMC/252 Dated 17-04-2015 and the specifications mentioned in "ANNEXURE-A" appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Vendor at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance to the Vendor.

(8) THAT the Vendor has reserved its rights to revise the sanctioned plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(9) THAT the Purchaser has finally chosen to own and possess Apartment No..... on the in the Multistoreyed Building known and styled as "MEHAR SHELTER" proposed to be constructed on the said Plot of land and more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Vendor shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire agreed cost including also the charges for installation of Electric and water meters, legal expenses including stamp Duty,

Registration fees, Service Tax, VAT and all other taxes are paid by her/him in full to the Vendor.

(11) THAT the Vendor shall be exclusive in-charge of the Construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Vendor.

(12) THAT during the period of building construction, the Purchaser with two days' advance intimation to the Vendor may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(13) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said building, the Vendor has executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970, which is duly registered in the Office of the Sub-Registrar, Nagpur - _____, in Book No. 1 at Sr. No. _____ on _____. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his successors-in-title.

(14) THAT the Purchaser agrees to incorporate such terms and conditions, stipulated and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

(15) THAT the available open space (Excluding the restricted area if any provided to the Apartment(s) as mentioned in Deed of Declaration), the common areas and facilities as may be provided in the said Building shall be of common use of all the Apartment owners in the said Buildings/Estate and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment owner or owners.

(16) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting there from a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages within 3 (Three) Months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be

extinguished and come to an end simultaneously as a matter of course. In such event the Vendor shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer as may be approved by him without any further notice or reference to the Purchaser.

(17) THAT the Purchaser hereby specifically agrees with the Vendor that even after her/his taking over the actual possession of the Apartment chosen by her/him (on receipt of possession letter from Vendor), she/he will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

(18) THAT the Vendor has reserve it's rights to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(19) THAT the Purchaser further agrees to pay to the Vendor any Service Tax if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said Apartment or on the cost of building materials used including the wages paid thereon or the cost of land as the case may be and shall always keep the Vendor indemnified against the same.

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof, whichever may be earlier.

(21) THAT the Vendor shall deliver the actual possession of the Undivided proportionate share and interest in the said Plot of land Together with Apartment No.... on the **FLOOR** in the said proposed Building known and styled as "MEHAR SHELTER" hereby agreed to be sold to the Purchaser or her/his nominee(s) at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for

occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(22) THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else she/he shall be treated as a trespasser.

(23) THAT the Vendor does hereby agrees with the Purchaser that on receipt of the balance sale price/consideration and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp duty and Registration fees and all other taxes and cesses etc. that may be levied and payable at the time of Registration from her/him, it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment No. on the **FLOOR** in favour of the Purchaser or her/his nominee(s) and get the same duly registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by her/him to the Vendor.

(24) THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof including the Vendor. However the Apartment chosen by her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(25) THAT the Purchaser shall pay the Undivided proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of the Undivided share in the said Plot of land to the concerned authorities with effect from the date of Registration of the Sale Deed onwards and shall always keep the Vendor indemnified against such payments.

(26) THAT it is understood by the Purchaser that the Vendor shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(27) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as "ANNEXURE-A". It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of

practical constraints there may be an allowance of plus or minus one percent variation in dimensions shown in the sanctioned plan or mention in this Agreement and no compensation shall be given to the Purchaser for such variations.

(28) THAT the Vendor shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor indemnified against the same. However the Vendor shall install only standard proprietary items in the said Apartment and it shall also see that they are working properly at the time of installation.

(29) THAT all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by registered post at her/his address as described above.

(30) THAT the Purchaser undertakes to notify in writing any change in her/his address to the Vendor.

(31) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and power to - (A) interpret the terms of this Agreement, (B) to settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) to settle the complaints regarding construction etc. The parties hereto are also a liberty to refer any other matter between them to the panel of Arbitrators and the panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding arbitration, the parties hereto specifically agree not to approach any court of law or consumer dispute Redressal forum/commission etc. without first availing the Arbitration proceedings.

(32) THAT all the provisions of Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

(33) THAT all expenses on account of preparation of all kinds of documents, cost of stamp duty, registration fees and all other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser to the Vendor.

(34) THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply to this Agreement.

(35) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and parcel of land containing by admeasurement 1194.92 Sq. Mtrs. (OR 12862.11 Sq. Ft.) (As per records of City Survey the area is 1187.92 Sq. Mtrs.), being the NORTHERN

PORTION out of the entire land containing by total admeasurement 2136.80 Sq. Mtrs., being a portion of the entire land bearing City Survey No. 1527, Sheet No. 25/19 of Mouza – LENDHRA and City Survey No. 326, Sheet No. 25/30 of Mouza – AMBAZARI, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 133, City Survey Nos. 1527 and 326 and Sheet Nos. 25/19 and 25/31 respectively of Mouza – Lendhra and Ambazari respectively, situate at Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST : -	CHARUKESHI APARTMENTS AND
	HOUSE OF SHRI LIMAYE,
ON THE WEST : -	9.00 MTRS. WIDE ROAD,
ON THE NORTH : -	9.00 MTRS. WIDE ROAD,
ON THE SOUTH : -	REMAINING PORTION OF THE SAID
	PROPERTY AND THEN
	INDRAPRASTHA APARTMENTS.

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. on the of a building to be known and styled “MEHAR SHELTER” Proposed to be constructed on the Plot of land covering a Built-up Area of _____ Sq. Mtrs., including/excluding share in Staircase and Balconies for upper Floors.