AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this __ (Date) day of _____ (Month), 20____,

By and Between

ASHOK VATIKA, A PARTNERSHIP FIRM, [PAN NO ABYFA0119P], having its registered office @ 866, Jagnath Budhwari, Pachpaoli Road, Kumbharpura, Nagpur – 440017, acting through its Partners, (1) SHRI ASHOK NANDANRAO DHAPODKAR, R/o. 866, Jagnath Budhwari, Pachpaoli Road, Kumbharpura, Nagpur – 440017 (2) SHRI BHARAT ASHOK DHAPODKAR, R/o. 866, Jagnath Budhwari, Pachpaoli Road, Kumbharpura, Nagpur – 440017; all herein above named hereinafter referred to as **"OWNER / DEVELOPER / PROMOTER",** or PARTY OF FIRST PART; (which expression shall always mean and include the Owner / Developer / Promoter itself, their partners, their heirs, legal representatives, successors, agents);

AND

Mr._____, (Aadhar no. _____) son of _____ aged about _____ residence at _____, (PAN _____), hereinafter referred to as the **"PURCHASER/S / ALLOTTEE/S"** or **PARTY OF SECOND PART;** (which expression shall always mean and include the allottee himself / herself / themselves, his / her/ their heirs, legal representatives, successors, agents and all other person/s acting through him / her / them),

[The Owner / Developer / Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"];

WHEREAS, the Owner / Developer / Promoter is the absolute and lawful owner absolute and lawful owner of All That Piece & Parcel of Land Bearing Plot No. 3 having an area admeasuring 1185.62 Sq. Mtrs., (as per Sale Deed) & 1183.67 Sq. Mtrs. (as per Release Letter), being part & portion of entire land bearing Kh. No. 12/1 & 21, Ph. No. 07, of Mouza – Dabha, bearing Sheet No. 30 & 32, Cts No. 256, (as per Cts Mutation), Municipal House No. 754/A/3, Tah. & Dist. Nagpur, AND;

WHEREAS, originally after verification of revenue records I found that, the immovable property bearing Kh. No. 12/1 & 21 (Part) of Mouza - Dabha, having total area admeasuring 1.09 H.R., & 1.42 H.R. respectively was originally owned by Shri Kashinath Deshbhratar and consequent upon his death his only legal heirs namely Smt Bayabai K. Deshbhratar, Shri Maniram K. Deshbhratar, Shri Revnath K. Deshbhratar, Shri Gunwanta K. Deshbhratar, Shri Gopal K. Deshbhratar, Shri Shishupal K. Deshbhratar, Sau Lila H. Shende, Sau Vimlabai S. Rangari, Sau Kamlabai J. Gajbhiye then jointly became the absolute legal co-owners of the said property by way of succession and their names were also recorded on 7/12 abstract as absolute legal owner thereof, AND;

WHEREAS, the aforesaid title holders then decided to carved layout scheme on the said land and accordingly prepared a layout map of the same comprising of plot/s of different sizes therein and out of the said layout scheme Plot No. 3 admeasuring about 1185.62 Sq. Mtrs., was agreed to purchase by Shri Pravin S. Raut and accordingly the title holders then executed

agreement to sell with respect to the said Plot No. 3 in his favor on dated 06.01.1999, AND;

WHEREAS, during the course of time, Smt Bayabai K. Deshbhratar, then left for heavenly abode leaving behind her Shri Maniram K. Deshbhratar, Shri Revnath K. Deshbhratar, Shri Gunwanta K. Deshbhratar, Shri Gopal K. Deshbhratar, Shri Shushupal K. Deshbhratar, Sau Lila H. Shende, Sau Vimlabai S. Rangari, Sau Kamlabai J. Gajbhiye ass the only legal heirs who all the jointly executed registered Power of Attorney in favor of Sahil Builders and Developers through its partners Smt Poonam S. Jham with respect to the area admeasuring 0.28 H.R. out of the Kh. No. 12/1 & area admeasuring 0.52 H.R. out of Kh. No. 21 in total area admeasuring 0.80 H.R. and the same was registered at Sr. No. 33 on dated 08.01.2004 before the Sub-registrar No 4 Nagpur and also for an area admeasuring 0.80 H.R. of Kh. No. 12/1 which was registered at Sr. No. 136 on dated 08.01.2004 registered before the Sub-registrar No 1 Nagpur, AND;

WHEREAS, during the course of time, the aforesaid layout scheme of Kh. No. 12/1 & 21 of Mouza – Dabha, came within the purview of Regularization of Unauthorized Layout / Construction Scheme (1900 Layout Scheme) of Nagpur Improvement Trust, Nagpur and after completing all the formalities the Regularization authority finally sanctioned the layout map of the aforesaid layout scheme. In view of the above, the then title holder also applied to regularize his plot & after completing all the required formalities, Nagpur Improvement Trust regularized the said Plot No. 3 under aforesaid Maharashtra Gunthewari Developments Act, 2001 & issued its Release Letter, on dated 12.01.2016 regularizing a total Plot area admeasuring 1183.67 Sq. Mtrs., by Building Engineer, N.I.T., Nagpur, vide Permit No. 18, AND;

WHEREAS, earlier to that, Shri Maniram K. Deshbhratar & Others acting through their power of attorney holder, Sahil Builders and Developers through its partners Smt Poonam S. Jham executed registered sale deed with respect to the said Plot No. 3 in favor of Shri Pravin S. Raut on dated 10.05.2013 registered at Sr. No. 1423 before the Sub-registrar No. 8 Nagpur, as a result of which then Shri Pravin S. Raut became the absolute legal owner of the same, AND;

WHEREAS, Shri Gopal K. Deshbhratar, Shri Shishupal K. Deshbhratar & Smt Mandaini G. Lakudkar and Others then executed registered Confirmation Deed with respect to the aforesaid transaction which was registered at Sr. No. 3236 on dated 20.09.2014 before the Sub-registrar No. 8 Nagpur, AND;

WHEREAS, Shri Pravin S. Raut then executed registered sale deed with respect to the said plot of land in favor of Ashok Vatika, a Partnership Firm, through its Partners Shri Ashok A. Dhapodkar & Shri Bharat A Dhapodkar on dated 16.06.2022 registered at Sr. No. 3670 before the Sub-registrar No. 8 Nagpur, as a result of which then the said partnership firm became the absolute legal owner of the same and the name of the title holder then also recorded on all the Government, Semi-Government records as absolute legal owner/s thereof, AND;

WHEREAS, the title holder then vide registered Transfer Deed registered at Sr. No. 10620 on dated 07.12.2022 before the Sub-registrar No. 4 Nagpur, purchased TDR from Shri Pahilaj J. Sachani bearing TDR Certificate No. 01/A dated 26.04.2018, AND;

WHEREAS, the title holder decided to develop the aforesaid land/s into residential estate by constructing a multi-storied building thereon comprising of different Apartment/s / Family Units and with the same view prepared a building map of the same which was sanctioned by the

Building Engineer, N.I.T., Nagpur, on dated 24.11.2023 vide Permit No. BE (West) Case No. 20035221/Tracking No. 2022133382/196, AND;

WHEREAS, the title holder then also submitted the entire property to the provisions of the Maharashtra Apartment Ownership Act 970 thereby executed and registered Deed of Declaration on dated 15.12.2023 at Sr. No. 9375 before the Sub-registrar No. 8 Nagpur, AND;

WHEREAS, the Owner / Developer / Promoter does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Owner / Developer / Promoter has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority, AND;

WHEREAS, the Owner / Developer / Promoter is in possession of the project land and the Owner / Developer / Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove; AND;

WHEREAS, the Owner / Developer / Promoter has proposed to construct on the project land a Multi-Family Residential building thereon comprising of different Apartment/s / Flat/s / Unit/s thereon as per sanction plan/s, AND;

WHEREAS, the Owner / Developer / Promoter 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 Owner / Developer / Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Owner / Developer / Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings to which the proposed Purchaser/s shall not object or raise any objection or otherwise interfere in any manner whatsoever, however, the proposed Purchaser/s shall be entitled to inspect the work of his / her / their Unit / Flat/s / Apartment/s from time to time at all reasonable hours to which the Owner / Developer / Promoter shall not object, AND;

WHEREAS, the Owner / Developer / Promoter has already registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. ……. Dated …… , AND;

WHEREAS, the Owner / Developer / Promoter has sole and exclusive right to sell the Row / Houses / Apartment/s / Unit/s in the said building/s to be constructed by the Owner / Developer / Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Owner / Developer / Promoter to receive the sale consideration in respect thereof, AND;

WHEREAS, on demand from the allottee, the Owner / Developer / Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Owner / Developer / Promoter's Architects Shri _____ 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 Owner / Developer / Promoter, authenticated copies of Property Card, Building Map/s, NA Order, other necessary title document/s showing the nature of the title of the Owner / Developer / Promoter to the Project Land on which the Flat/s Apartment/s / Unit/s are to be constructed have been annexed hereto, AND;

WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Owner / Developer / Promoter 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;

WHEREAS, the authenticated copies of the plans and specifications of the Flat/s / Apartment/s / Unit/s agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto, AND;

WHEREAS, the Owner / Developer / Promoter 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 Owner / Developer / Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority, AND;

WHEREAS, the Owner / Developer / Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans, AND;

WHEREAS, the Allottee / Purchaser/s being desirous of owing some Flat/s / Apartment/s / Unit/s in the said multistoried building for his/her/their Residential use with heritable and transferable rights therein has approached and applied to the Owner / Developer / Promoter & expressed his / her / their desire and willingness to purchase the Undivided ……% share and interest in the said Plot No. 3 together with the entire R.C.C. Superstructure comprising Flat/s / Apartment/s / Unit/s **No. ……** covering a Carpet area admeasuring of ……. Sq. Mtrs, Built-up area of …….. Sq. Mtrs., of "……", AND;

WHEREAS, the carpet area of the said Flat/s / Apartment/s / Unit/s is square meters and "carpet area" means the net usable floor area of an Flat/s / Apartment/s / Unit/s, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/s / Apartment/s / Unit/s for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/s / Apartment/s / Unit/s for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/s /

Apartment/s / Unit/s, 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 Purchaser/s / Allottee has paid to the Owner / Developer / Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Flat/s / Apartment/s / Unit/s agreed to be sold by the Owner / Developer / Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner / Developer / Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Owner / Developer / Promoter the balance of the sale consideration in the manner hereinafter appearing, AND;

WHEREAS, the Owner / Developer / Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at …….. bearing no. …….. AND;

WHEREAS, under section 13 of the said Act the Owner / Developer / Promoter is required to execute a written Agreement for sale of said Flat/s / Apartment/s / Unit/s with the Allottee / Purchaser/s, 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 Owner / Developer / Promoter hereby agrees to sell and the Allottee / Purchaser/s hereby agrees to purchase the said Flat/s / Apartment/s / Unit/s, AND;

WHEREAS, before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the Purchaser / Allottee of site, all the documents of title relating to the project land and the Building plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s 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. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, Building Plan/s, and Specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said Flat/s / Apartment/s / Unit/s scheme and facilities in the said Flat/s / Apartment/s / Unit/s scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1) **That,** the Owner / Promoter / Developer shall construct / develop the said land and is earmarked for the purpose of building a residential project, comprising Flat/s / Apartment/s / Unit/s consisting of Stilt / Podiums / Ground and Upper Floors on the project land. The Project shall consists of Separate Flat/s / Apartment/s / Unit/s to be constructed by the Owner / Promoter Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

   Provided that the Owner / Developer / Promoter Party shall have to obtain prior consent in writing of the Purchaser/s / Allottee in respect of variations or modifications which may adversely affect the Flat/s / Apartment/s / Unit/s of the Purchaser/s / Allottee except any alteration or addition required by any Government authorities or due to change in law.

   1.a (i) The Allottee hereby agrees to purchase from the Owner / Developer / Owner / Developer / Promoter Party and the Owner / Developer / Promoter Party hereby agrees to sell to the Allottee Flat/s / Apartment/s / Unit/s No. _____ of the type …… of carpet area admeasuring ..... sq. metres on ..... floor in the building _____ / wing (hereinafter referred to as "Flat/s / Apartment/s / Unit/s ") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ..... including Rs. ..... being 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 Flat/s / Apartment/s / Unit/s including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

   (ii) The Allottee hereby agrees to purchase from the Owner / Developer / Promoter Party and the Owner / Developer / Promoter Party hereby agrees to sell to the Allottee garage bearing Nos___ situated at ___ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-

   (iii) The Allottee hereby agrees to purchase from the Owner / Developer / Promoter and the Owner / Developer / Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No/s_ situated at _____Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the Flat/s / Apartment/s / Unit/s including garages/covered parking spaces is thus Rs._____

1(c) The Allottee 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 Owner /

Developer / Promoter the balance amount of Rs ..... (Rupees ……) in the following manner :-

i) Rs. _____/- (Rupees _____) Only ***(not exceeding 30% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on execution of this Agreement.

ii) Rs. _____/- (Rupees _____) Only ***(not exceeding 45% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (Rupees _____) Only ***(not exceeding 70% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the slabs and stilts of the building or wing in which the said Apartment is located.

iv) Rs. _____/- (Rupees _____) Only ***(not exceeding 75% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Rs. _____/- (Rupees _____) Only ***(not exceeding 80% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Rs. _____/- (Rupees _____) Only ***(not exceeding 85% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Rs. _____/- (Rupees _____) Only ***(not exceeding 95% of the total consideration)*** agreed to be paid by the Purchaser to the Vendor 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 Apartment is located.

viii) Rs. _____/- Balance Amount of (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. **(RUPEES_____ ONLY)**

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Flat / Apartment / Unit by way of Value Added Tax, Service Tax, 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 Owner / Developer / Promoter) up to the date of handing over the possession of the Flat / Apartment / Unit.

1(e) 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 Owner / Developer / Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Developer / Promoter 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, which shall only be applicable on subsequent payments.

1(f) The Owner / Developer / Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee 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 by the Owner / Developer / Promoter.

1(g) The Owner / Developer / Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Owner / Developer / Promoter. If there is any reduction in the carpet area within the defined limit then Owner / Developer / Promoter shall refund the excess money paid by Allottee 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. If

there is any increase in the carpet area allotted to Allottee, the Owner / Developer / Promoter shall demand additional amount from the Allottee 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(h) The Allottee authorizes the Owner / Developer / Promoter 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 Owner / Developer / Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner / Developer / Promoter to adjust his payments in any manner.

2.1 The Owner / Developer / Promoter 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 Flat / Apartment / Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat / Apartment / Unit.

2.2 Time is essence for the Owner / Developer / Promoter as well as the Allottee. The Owner / Developer / Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment / Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Developer / Promoter as provided in clause 1 (c) herein above.

3. The Owner / Developer / Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Owner / Developer / Promoter 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 Owner / Developer / Promoter has disclosed the Floor Space Index of__as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat / Apartment / Unit based on the proposed construction and sale of Flat/s / Apartment/s / Unit/s to be carried out by the Owner / Developer / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Developer / Promoter only.

4.1 If the Owner / Developer / Promoter fails to abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee, the Owner / Developer / Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Owner / Developer / Promoter, interest asspecified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Owner / Developer / Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Owner / Developer / Promoter.

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

Provided that, Owner / Developer / Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Owner / Developer / Promoter within the period of notice then at the end of such notice period, Owner / Developer / Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner / Developer / Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner / Developer / Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat / Apartment / Unit which may till then have been paid by the Allottee to the Owner / Developer / Promoter.

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 Owner / Developer / Promoter in the said building and the Flat / Apartment / Unit as are set out in Annexure 'E', annexed hereto.

6. The Owner / Developer / Promoter shall give possession of the Flat / Apartment / Unit to the Allottee on or before..... day of .....20 . If the Owner / Developer / Promoter fails or neglects to give possession of the Flat / Apartment / Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Owner / Developer / Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat / Apartment / Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner / Developer / Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner / Developer / Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/ Apartment / Unit on the aforesaid date, if the completion of building in which the Flat / Apartment / Unit 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.

7.1 Procedure for taking possession - The Owner / Developer / Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/s / Apartment / Unit], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Owner / Developer / Promoter shall give possession of the [Flat/s / Apartment / Unit/Plot] to the Allottee. The Owner / Developer / Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner / Developer / Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner / Developer / Promoter or association of allottees, as the case may be. The Owner / Developer / Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat/s / Apartment / Unit within 15 days of the written notice from the Owner / Developer / Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Flat/s / Apartment / Unit/Plot]:**

Upon receiving a written intimation from the Owner / Developer / Promoter as per clause 8.1, the Allottee shall take possession of the [Flat/s / Apartment / Unit/Plot] from the Owner / Developer / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner / Developer / Promoter shall give possession of the [Flat/s / Apartment / Unit/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat/s / Apartment / Unit to the Allottee, the Allottee brings to the notice of the Owner / Developer / Promoter any structural defect in the Flat/s / Apartment / Unit or the building in which the Flat/s / Apartment / Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner / Developer / Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Owner / Developer / Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat/s / Apartment / Unit or any part thereof or permit the same to be used only for purpose of residence only. He / She / They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments 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 Owner / Developer / Promoter, 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 bye-laws of the proposed Society and duly fill in, sign and return to the Owner / Developer / Promoter, within seven days of the same being forwarded by the Owner / Developer / Promoter, to the Allottee, so as to enable the Owner / Developer / Promoter, to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

9.1 The Owner / Developer / Promoter, 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 Owner / Developer / Promoter, and/or the owners in the said structure of the Building or wing in which the said Flat/s / Apartment / Unit is situated.

9.2 The Owner / Developer / Promoter, 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 Owner / Developer / Promoter, and/or the owners in the project land on which the building/s is / are constructed.

9.3 Within 15 days after notice in writing is given by the Owner / Developer / Promoter, to the Allottee that the Flat/s / Apartment / Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/s / Apartment / Unit) 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 Governmentwater 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 shall pay to the Owner / Developer / Promoter, such proportionate share of outgoings as may be determined.

The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Owner / Developer / Promoter, provisional monthly contribution of Rs. _____ per month towards the outgoings.

The amounts so paid by the Allottee to the Owner / Developer / Promoter, shall not carry any interest and remain with the Owner / Developer / Promoter, 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 Owner / Developer / Promoter, to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Owner / Developer / Promoter, 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.

11. At the time of registration of conveyance the Allottee shall pay to the Owner / Developer / Promoter, a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner / Developer / Promoter, 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 or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Owner / Developer / Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Owner / Developer / Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease 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.

12. REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER / PROMOTER

The Owner / Developer / Promoter hereby represents and warrants to the Allottee as follows:

i. The Owner / Developer / Promoter 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 Owner / Developer / Promoter 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 Owner / Developer / Promoter 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 Owner / Developer / Promoter 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 created herein, may prejudicially be affected;

vii. The Owner / Developer / Promoter 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 Flat/s / Apartment / Unit which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Owner / Developer / Promoter confirms that the Owner / Developer / Promoter is not restricted in any manner whatsoever from selling the said Flat/s / Apartment / Unit to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Owner / Developer / Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Owner / Developer / Promoter 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 Owner / Developer / Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/s / Apartment / Unit may come, hereby covenants with the Owner / Developer / Promoter as follows :-

i. To maintain the Flat/s / Apartment / Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/s / Apartment / Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit is situated

and the Flat/s / Apartment / Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit is situated, including entrances of the building in which the Flat/s / Apartment / Unit is situated and in case any damage is caused to the building in which the Flat/s / Apartment / Unit is situated or the Flat/s / Apartment / Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/s / Apartment / Unit and maintain the Flat/s / Apartment / Unit in the same condition, state and order in which it was delivered by the Owner / Developer / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/s / Apartment / Unit is situated or the Flat/s / Apartment / Unit 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 committing any act in contravention of the above provision, the Allottee 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/s / Apartment / Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit without the prior written permission of the Owner / Developer / Promoter 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit in the compound or any portion of the project land and the building in which the Flat/s / Apartment / Unit is situated.

vii. Pay to the Owner / Developer / Promoter within fifteen days of demand by the Owner / Developer / Promoter, 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/s / Apartment / Unit until all the dues payable by the Allottee to the Owner / Developer / Promoter under this Agreement are fully paid up.

x. The Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Flat/s / Apartment / Unit 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 Flat/s / Apartment / Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Owner / Developer / Promoter 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 Flat/s / Apartment / Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Owner / Developer / Promoter 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.

14. The Owner / Developer / Promoter shall maintain a separate account in respect of sums received by the Owner / Developer / Promoter from the Allottee 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.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/s / Apartment / Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner / Developer / Promoter 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.

16. OWNER / DEVELOPER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner / Developer / Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/s / Apartment / Unit 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 who has taken or agreed to take such Flat/s / Apartment / Unit.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owner / Developer / Promoter does not create a binding obligation on the part of the Owner / Developer / Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owner / Developer / Promoter. If the Allottee(s) fails to execute and deliver to the Owner / Developer / Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner / Developer / Promoter, then the Owner / Developer / Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. 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 Flat/s / Apartment / Unit/plot/building, as the case may be.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTE / SUBSEQUENT ALLOTTEE

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 Allottees of the [Flat/s / Apartment / Unit / Plot], in case of a transfer, as the said obligations go along with the [Flat/s / Apartment / Unit / Plot] for all intents and purposes.

21. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/s / Apartment / Unit to the total carpet area of all the Flat/s / Apartment / Unit in the Project.

23. 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.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner / Developer / Promoter through its authorized signatory at the Owner / Developer / Promoter's Office, or at some other place, which may be mutually agreed between the Owner / Developer / Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Owner / Developer / Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

25. The Allottee and/or Owner / Developer / Promoter 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 Owner / Developer / Promoter will attend such office and admit execution thereof.

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

_____Name of Allottee

_____

_____

(Address)

Notified Email ID:_____

ASHOK VATIKA, A PARTNERSHIP FIRM, having its registered office @ 866,

Jagnath Budhwari, Pachpaoli Road, Kumbharpura, Nagpur – 440017,

Notified Email ID: _____

It shall be the duty of the Allottee and the Owner / Developer / Promoter 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 Owner / Developer / Promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Owner / Developer / Promoter to the Allottee 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 Allottees.

28. **STAMP DUTY AND REGISTRATION :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

29. **DISPUTE RESOLUTION :-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. **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_____courts will have the jurisdiction for this Agreement.

SCHEDULE OF ENTIRE PROPERTY (PLOT)

SCHEDULE 'A'

ALL THAT PIECE & PARCEL OF LAND BEARING PLOT NO. 3 having an area admeasuring 1185.62 Sq. Mtrs., (as per Sale Deed) & 1183.67 Sq. Mtrs. (as per Release Letter), being part & portion of entire land bearing Kh. No. 12/1 & 21, Ph. No. 07, of **Mouza – Dabha,** bearing Sheet No. 30 & 32, Cts No. 256, (as per Cts Mutation), Municipal House No. 754/A/3, Tah. & Dist. Nagpur, & bounded as under :

East	:	Other Layout
West	:	9 Mtr. Wide Road
North	:	Plot No. 4
South	:	Plot No. 2

SCHEDULE OF PROPERTY HEREBY AGREED TO SOLD (FLAT/S / UNIT)

SCHEDULE 'B'

ALL THAT ENTIRE RCC SUPERSTRUCTURE COMPRISING FLAT/S NO. ..... covering a Carpet Area admeasuring ..... Sq. Mtrs., Built-up area of ..... Sq. Mtrs., & having Super Built-up area admeasuring ..... Sq. Mtrs., constructed on the Land Bearing Plot No. 3 having an area admeasuring 1185.62 Sq. Mtrs., (as per Sale Deed) & 1183.67 Sq. Mtrs. (as per Release Letter), being part & portion of entire land bearing Kh. No. 12/1 & 21, Ph. No. 07, of Mouza – Dabha, bearing Sheet No. 30 & 32, Cts No. 256, (as per Cts Mutation), Municipal House No. 754/A/3, Tah. & Dist. Nagpur& the same is bounded as under :

East :

West :

North :

South :

IN WITNESS WHEREOF parties hereinabove named have out of his / her / their free will without any force, undue influence consciously 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.

WITNESSES

1. _____

ASHOK VATIKA

_____ Partner

Bharat Ashokrao Dhapodkar

(Owner / Developer / Promoter)

2. _____

_____

(Shri / Smt. .....)

(Allottee / Purchaser)