AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ Day of MAY, 2016,

BETWEEN :

(1) SHRI. BHALCHANDRA S/o LATE SHRI JAGESHWAR JOSHI, Aged 60 Years, Occupation - Business, (INCOME TAX PAN ADRPJ-8043-Q), Resident of 93, Canal Road, Ramdaspeth, Nagpur, Tahsil and District – NAGPUR;

(2) SHRI. MORESHWAR S/o LATE SHRI JAGESHWAR JOSHI, Aged 50 Years, Occupation – Business, (INCOME TAX PAN AAPPJ-2999-C), Resident of 93, Canal Road, Ramdaspeth, Nagpur, Tahsil and District – NAGPUR;

(3) SHRI. HEMANT S/o LATE SHRI JAGESHWAR JOSHI, Aged 54 Years, Occupation - Business, Resident of 93, Canal Road, Ramdaspeth, Nagpur, Tahsil and District – NAGPUR,

(4) SHRI SHRIKANT S/o LATE SHRI JAGESHWAR JOSHI, Aged 70 Years, Occupation – Legal Practitioner, (INCOME TAX PAN AAOPJ-3255-C), Resident of 3, Suyog, 2nd Floor, Trimurti Nagar, Ring Road, Nagpur, Tahsil and District - NAGPUR;

(5) DR. (Smt.) VIDYA W/o VASANT TELANG, Aged 68 Years, Occupation - Retired, (INCOME TAX PAN AARPT-4848-G), Resident of B-2, Ujwal Flats, Wardha Road, Nagpur, Tahsil and District - NAGPUR;

(6) MRS. PRADNYA W/o PRAKASH GOVARDHAN, Aged 66 Years, Occupation – Retired, (INCOME TAX PAN AHQPG-8562-J), Resident of Bilaspur Agricultural Stores, Piyaknagar, Bilaspur (M.P.);

(7) MRS. VINITA W/o VILAS KOTWALIWALE, Aged 64 Years, Occupation - Household, (INCOME TAX PAN ARXPK-4640-A), Resident of F-11, _____, Thane;

(8) MRS. KALYANI W/o SUBHASH BUTI, Aged 55 Years, Occupation - Business, (INCOME TAX PAN AGVPB-7835-K), Resident of R. T. Marg, Civil Lines, Nagpur, Tahsil and District - NAGPUR; AND

(9) MRS. POORNIMA W/o GOVIND SHIRPURKAR, Aged 53 Years, Occupation – Household, (INCOME TAX PAN ACPPS-5397-B), Resident of Badkas Chowk, Mahal, Nagpur, Tahsil and District – NAGPUR,

No. 1 to 9 all acting through their duly Constituted Attorney SHRI. BHAVESH S/o DEORAO KUCHANWAR, Aged 34 Years, Occupation – Business (the Sole Proprietor of M/s. SANSKRUTI DEVELOPERS, a Proprietary Concern, having its Office at 71-A, “Shivlochan Apartments”, West High Court Road, Shankar Nagar, Nagpur), Resident of Plot No. 85, New Ramdaspeth, Kachipura, Nagpur, Tahsil and District – NAGPUR,

hereinafter all jointly called the VENDORS, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said VENDORS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

SMT. / MRS. / SHRI. / Ms. _____ W/o - S/o _____ _____, Aged _____ Years, Occupation – _____, (Income Tax PAN. _____), Resident of _____, 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 SECOND PART.

AND

M/s. SANSKRUTI DEVELOPERS, a Proprietary Concern, having its Office at 71-A, “Shivlochan Apartments”, West High Court Road, Shankar Nagar, Nagpur and acting through its sole Proprietor SHRI. BHAVESH S/o DEORAO KUCHANWAR, Aged 34 Years, Occupation – Business, (INCOME TAX PAN AHIPK-6543-E), Resident of Plot No. 85, New Ramdaspeth, Kachipura, Nagpur, Tahsil and District – NAGPUR, hereinafter called the CONFIRMING PARTY, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PROPRIETORY CONCERN and its PROPRIETOR, as well as his heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nazul leasehold Plot No. 93 (NINETY THREE), containing by admeasurement 1238.40 Sq. Mtrs. of Mouza – LENDHRA, bearing City Survey No. 1038 and Sheet No. 51/15 of Mouza – Lendhra, situated at Canal Road, Farmland Layout, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Smt. Saguna Laxmibai W/o Shri M.H. Buch, being her separate and self acquired property, having acquired the same by her from Governor of the Central Provinces and Berar acting through the Deputy Commissioner, Nagpur on Leasehold rights for a term of 26 Years commencing from 01-04-1949 and ending on 31-03-1975 by an Indenture of Lease dated 04-08-1954, which is duly registered at the Office of the Sub-Registrar, Nagpur on 15-09-1954; AND

WHEREAS the aforesaid Smt. Saguna Laxmibai W/o Shri M.H. Buch lateron constructed a Residential House on the said Nazul Leasehold Plot No. 93 (Ninety Three) covering a total Built-up area of 1670 Sq. Ft. bearing Corporation House No. 100, City Survey No. 1038 and Sheet No. 51/15 of Mouza – Lendhra in accordance with the Plan duly sanctioned and approved by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur; AND

WHEREAS the aforesaid Smt. Saguna Laxmibai W/o Shri M. H. Buch lateron in her turn transferred/sold the said Nazul Leasehold Plot No. 93 (Ninety Three) Togetherwith the existing Residential House standing thereon, situated at Canal Road, Ramdaspeth, Nagpur in Tahsil and District – NAGPUR, by way of sale to Smt. Kamlabai W/o Shri Jageshwar Joshi, Mother of the Vendors hereinabovenamed by a Sale Deed dated 12-09-1962, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1, Volume No. 28 on Pages 299 to 309 at Sr. No. 452 on 03-10-1962; AND

WHEREAS the aforesaid Smt. Kamlabai W/o Shri Jageshwar Joshi had sought the loan from The United Commercial Bank, Mumbai and mortgaged her aforesaid property to it by way of security for the repayment of loan. During the course of time the said Smt. Kamlabai W/o Shri Jageshwar Joshi repaid the entire amount of loan togetherwith an interest accrued thereon to the aforesaid Mortgagee Bank i.e. The United Commercial Bank, Mumbai and got the aforesaid property freed and discharged from its mortgage; AND

WHEREAS Agreement dated 14-7-1987 was executed by Smt. Kamalabai Jageshwar Joshi in favour of M/s. Ashirwad Construction Company, Nagpur for sale of the said property and thereafter dispute was raised by M/s. Ashirwad Construction Company, Nagpur. M/s Ashirwad Construction Company has resolved the dispute by accepting an amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lac only) from Developer of the second part as per Demand Draft dated 9-8-2012 drawn on Nirmal Urban Co-operative Bank Limited, Nagpur and has cancelled the agreement of sale dated 14-7-1987 as per cancellation agreement dated 13-8-2012. Accordingly Spl. Civil Suit No. 483/1989 filed by M/s. Ashirwad Construciton Company, Nagpur is being compromised and settled.

WHEREAS during the course of time some dispute arose in between the daughters of Smt. Kamlabai Jageshwar Joshi namely Dr. (Mrs.) Vidya Vasant Telang and 4 others, the Vendor Nos. 2 to 6 and said Smt. Kamlabai and her four sons regarding their respective share and interest in the aforesaid property, which had resulted into the initiation of legal proceedings in the Court of law. And accordingly daughters of Late Smt. Kamlabai Jagewhwar Joshi namely (i) Dr. (Mrs.) Vidya W/o Vasant Telang, (ii) Mrs. Pradnya W/o Prakash Govardhan, (iii) Mrs. Vinita W/o Vilas Kotwaliwale, (iv) Mrs. Kalyani W/o Subhash Buti and (v) Mrs. Poornima W/o Govind Shirpurkar have filed a Special Civil Suit in the Court of Hon'ble Civil Judge, Senior Division, Nagpur, which was registered as Special Civil Suit No. 313/2000 against Smt. Kamlabai Jageshwar Joshi and four brothers; AND

WHEREAS the aforesaid Smt. Kamlabai W/o Shri Jageshwar Joshi left for heavenly abode on 25-10-2004 (her husband Shri Jageshwar Joshi having predeceased her) and consequent upon her death/demise, her aforesaid entire property devolved upon her 4 sons namely (i) Shri Bhalchandra Joshi, (ii) Shri Moreshwar Joshi, (iii) Shri Hemant Joshi, the Owners named hereinabove and (iv) Shri Shrikant Joshi and 5 married daughters namely (i) Dr. (Mrs.) Vidya W/o Vasant Telang, (ii) Mrs. Pradnya W/o Prakash Govardhan, (iii) Mrs. Vinita W/o Vilas Kotwaliwale, (iv) Mrs. Kalyani W/o Subhash Buti and (v) Mrs. Poornima W/o Govind Shirpurkar, jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS there are certain other litigations are pending before different Courts at Nagpur viz. (a) Regular Civil Suit No. 2705/2012 (Shrikant V/s Bhalchandra), (b) Special Civil Suit No. 1321/2008 (Bhalchandra V/s. Shrikant), (c) Special Darkhast No. 55/2002

(Shrikant V/s Bhalchandra), (d) First Appeal No. 116/2003 (Bhalchandra V/s Shrikant) and (e) First Appeal No. 39/2000 (Smt. Kamlabai V/s Shrikant); AND

WHEREAS during the pendency of the aforesaid litigations the Parties had given their anxious thought to the dispute and over a period of last 23 years because of various litigations between the parties, the parties have suffered a lot and their relations are also strained. The Parties genuinely desired to bring an end to all the disputes and not to transfer the legacy of litigations to the next generation. Similarly M/s. Ashirwad Construction Company had also agreed to settle the dispute by accepting refund of Earnest Amount with interest and some degree of compensation; AND

WHEREAS in order to facilitate the settlement between the parties and also to settle the claims/shares of the Vendors named hereinabove, the parties have negotiated with M/s. SANSKRUTI DEVELOPERS, a Proprietary Concern, having its Office at 71-A, “Shivlochan Apartments”, West High Court Road, Shankar Nagar, Nagpur and acting through its sole Proprietor SHRI BHAVESH DEORAO KUCHANWAR, the Developer named hereinabove, so that the said Developer would develop the aforesaid property and settle the claims of parties either by way of monetary consideration or by providing Residential Apartments in the proposed scheme; AND

WHEREAS in pursuance of the terms, conditions and covenants appearing in the aforesaid Compromise Petition and a Compromise Decree claimed in Special civil Suit No. 313/2000; AND

WHEREAS the Vendors hereinabovenamed lateron decided to develop the said Nazul Leasehold Plot No. 93 into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly by an Agreement of Development and Sale dated 17-08-2012, they have jointly entrusted the entire work of Development of the said Plot of land to M/s. Sanskruti Developer, the Confirming Party named hereinabove upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Sub-Registrar, Nagpur-6 in Book No. 1 at Sr. No. 4213 on even date; AND

WHEREAS by the same Agreement the Vendors have further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plots of land in favour of each such individual prospective buyers as may be nominated by the Confirming Party hereto; AND

WHEREAS on expiration of the Lease, the Collector, Nagpur on behalf of the Governor of Maharashtra later on extended the same for a further term/period commencing from 1-4-2005 and ending on 31-3-2035 by executing a Renewed Indenture of Lease

regarding the aforesaid property in favour of the aforesaid Vendors named hereinabove on 31-08-2013 and the same is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 6046 on even date; AND

WHEREAS in pursuance of the aforesaid Agreement, the Confirming Party has accordingly prepared a Plan of the Multistoreyed Building proposed to be constructed on the said Nazul Leasehold Plot No. 93 and to be known and styled as "_____ APARTMENTS" and the same is also duly sanctioned and approved by the Building Engineer, Nagpur Improvement Trust, Nagpur vide his Building Permit No. _____ dated _____; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendors' 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 Confirming Party and expressed her/his desire and willingness to purchase the Undivided proportionate share and interest in the said Nazul Leasehold Plot No. 93 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a Multistoreyed building proposed to be constructed thereon and to be known and styled as "_____ APRTMENTS" 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 share in the said Plot of land to the Confirming Party hereto; AND

WHEREAS considering her/his request and after detailed negotiations the Vendors and the Confirming Party have now jointly agreed to sell the aforesaid property to the Purchaser for a total consideration of Rs._____ (Rupees _____) 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 VENDORS/CONFIRMING PARTY will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and Parcel of land bearing Nazul leasehold Plot No. 93 (NINETY THREE), containing by admeasurement 1238.40 Sq. Mtrs. of Mouza – LENDHRA, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Super Built-Up area of _____ Sq. Mtrs. on the _____ FLOOR of a building proposed to be constructed thereon and to be known and styled as "_____ APRTMENTS", including all

easementary rights appurtenant and belonging thereto, bearing Corporation House No. 100, City Survey No. 1038 and Sheet No. 51/15 of Mouza – Lendhra, situated at Canal Road, Farmland Layout, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, 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, which the Purchaser has specifically agreed to pay to the Confirming Party in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT :-

Rs. (Rupees _____) Only paid by the Purchaser to the Confirming Party as Earnest Money by Cheque No. _____ dated _____ drawn on _____ Bank, the receipt whereof is hereby acknowledged by the Confirming Party.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Plinth Level.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendors after Completion of Ground Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of First Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Second Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Third Floor Slab.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Fourth Floor Slab.

Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Fifth Floor Slab.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Sixth Floor Slab.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Seventh Floor Slab.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of R.C.C. Brick work.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party after Completion of Finishing work.
Rs.	(Rupees _____) Only agreed to be paid by the Purchaser to the Confirming Party taking over the actual possession of the chosen Apartment.
Rs.	**(TOTAL RUPEES _____ ONLY)**

*THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates/stages mentioned above. It is specifically understood and agreed 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 understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Confirming Party. In the event of such termination/cancellation of this Agreement, the Vendors/Confirming Party shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Plots of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Confirming Party 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

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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 Plots 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 Vendors' 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 Vendors/Confirming Party and the other co-owners of the remaining Undivided share in the said Plots of land and the Owners of other built-up spaces/premises in the proposed Building affecting the same and if any mis-statement, 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 mis-statement, error or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Confirming Party hereinabovenamed is an exclusively in-charge of the entire construction of the proposed 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 Confirming Party shall erect and build the proposed Multistoreyed building consisting of various self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Building Engineer of the Nagpur Improvement Trust/Nagpur Municipal Corporation 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 Confirming Party at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendors/Confirming Party have/has reserved their/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 _____ FLOOR in a Building known and styled as "_____ APRTMENTS" proposed to be constructed on the said Plots of land and more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT, the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses including stamp duty and Registration fees and Sales Tax, Turn Over Tax, Value Added Tax, Service Tax etc. are paid by her/him in full to the Confirming Party.

(11) THAT, the Confirming Party shall obtain a No Objection Certificate from Nazul Department, if required for registration of Sale Deed. However any demand, charges or levies of unearned Income are levied by Nazul Department for the transaction of Sale in favour of the Purchaser, then the same shall be borne and paid by the Purchaser.

(12) THAT the Confirming Party 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 Confirming Party.

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

(14) 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 Vendors have 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.

(15) 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 thereunder.

(16) 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.

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

(18) THAT the Purchaser hereby specifically agrees with the Vendors/Confirming Party that even after her/his taking over the actual possession of the Apartment chosen by her/him (on receipt of possession letter from Confirming Party), she/he will not object or prevent or obstruct the Confirming Party 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.

(19) THAT the Confirming Party reserves its right 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 Confirming Party 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 Plots of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Confirming Party 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.

(20) THAT, the Purchaser further agreed to pay to the Confirming Party the Sales Tax, Value Added Tax, Service Tax, Turn over Tax etc. 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 therefor or the cost of land as the case may be and shall always keep the Vendors/Confirming Party indemnified against the same under the Works Contract Act.

(21) THAT the Purchaser understands that the agreed cost of construction does not include the liability arising out of levy of provident fund for casual construction workers.

Hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be borne and paid by the Purchaser to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.

(22) 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.

(23) THAT the Vendors/Confirming Party shall deliver the actual possession of the Undivided proportionate share and interest in the said Plots of land Togetherwith Apartment No. _____ on the _____FLOOR in the said proposed Building known and styled as "_____ APRTMENTS" 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 Plots of land jointly with the other co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

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

(25) THAT the Confirming Party does hereby agree 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 Plots 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 Confirming Party.

(26) THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said plots of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other co-owners thereof including the Vendors. 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.

(27) THAT, the Purchaser shall pay proportionate share of Ground Rent and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to

the concerned authorities with effect from the date of registration of the Sale Deed or from the date of Possession whichever is earlier onwards and shall always keep the Vendors/Confirming Party indemnified against such payments.

(28) THAT it is understood by the Purchaser that the Confirming Party 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 Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(29) 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.

(30) THAT the Confirming Party 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 Confirming Party indemnified against the same. However the Confirming Party 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.

(31) THAT, the Purchaser shall before delivery of possession or registration of Sale Deed, whichever is earlier, separately pay a sum of Rs. _____/- (Rupees _____) Only to the Confirming Party towards initial Maintenance Deposit for the Residential Premises hereby agreed to be sold. The Maintenance Deposit shall be handover by the Confirming Party to the Association of Apartment Owners at the time of handing over of Management.

(32) 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.

(33) THAT the Purchaser undertakes to notify in writing any change in her/his address to the Confirming Party.

(34) 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.

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

(36) 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 Confirming Party.

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

(38) 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 bearing Nazul leasehold Plot No. 93 (NINETY THREE), containing by admeasurement 1238.40 Sq. Mtrs. of Mouza – LENDHRA, including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 100, City Survey No. 1038 and Sheet No. 51/15 of Mouza – Lendhra, situated at Canal Road, Farmland Layout, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and bounded as under :-

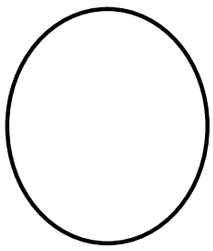
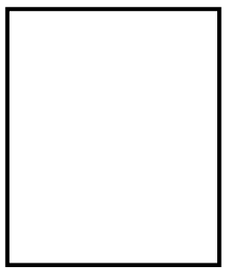
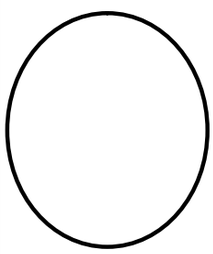
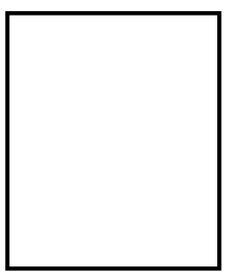
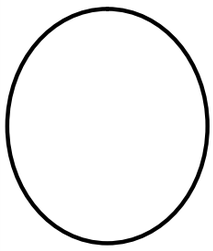
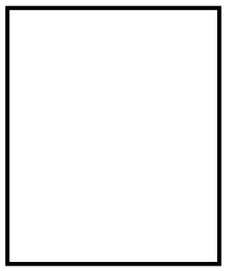
ON THE EAST	**-**	**PLOT NO. 92,**
ON THE WEST	**-**	**PLOT NO. 94,**
ON THE NORTH	**-**	**ROAD,**
ON THE SOUTH	**-**	**CONSERVANCY LANE.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building to be known and styled "_____

APRTMENTS" Proposed to be constructed on the aforesaid Plot No. 93 covering a Built-up area of _____ Sq. Mtrs. including/excluding share in Staircase and Balconies for upper Floors.

IN WITNESS WHEREOF the VENDORS, the PURCHASER and the CONFIRMING PARTY hreinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			**(BHAVESH DEORAO KUCHANWAR)** **Proprietor of M/s. Sanskruti Developers** **As duly constituted Attorney for the Vendors named hereinabove** **VENDORS**
02			**(_____)** **PURCHASER**
03			**FOR M/s. SANSKRUTI DEVELOPERS** **(BHAVESH DEORAO KUCHANWAR)** **Proprietor** **CONFIRMING PARTY**

WITNESSES :

(1) _____

(2) _____