“BHUMI PARK RESIDENCY”

Apartment no. ____

AGREEMENT TO SELL

Apartment no. _____, Admeasuring _____ Sq. Mtrs.

Mouza: Dhantoli

City Survey no. 294, Sheet no. 3(28)

Rates as per the ready recokner in force from 1/1/2016, Item no. 18.292/28, page no. 506
, Rate @ 68,000/- Per Sq. Mtrs,

Market Valuation _____/-

Consideration Rs. _____/-

Stamp Duty Paid Rs. _____/-

Registration Charges Paid Rs. 30,000/-

AGREEMENT TO SELL

This Agreement For Sale Of Undivided Share in Land And Building Construction is made on this __ day of _____, at Nagpur,

Between

VEDBHUMI INFRAPROJECTS PVT. LTD, (PAN - AAECV0235H), a Private Limited Company duly registered under the Companies Act, having its incorporation no. CIN - U70102MH2012PTC229535 and registered office at Bhumi Arcade, First Floor, Office no.4, Pattidar Bhavan Road, Near Lakadganj Garden, Lakdadganj, Nagpur-8, hereinafter referred to as the **‘VENDOR’**, which expression, shall, unless repugnant to the context or meaning herein will always, mean and include, the **‘VENDOR’**, as well as, its directors, representatives, successors, executors, assigns, or anyone claiming through or under it, as the case may be, of the FIRST PART;

(Hereinafter represented by its Director

1) **MR. VIJAY RAMKRUSHNA PAWAR**, aged about 51 years, occ. Business, R/o V.M. Road, Old Motor stand, Itwari, Nagpur-8,

2) **MR. YOGESH MAGANBHAI CHAWDA**, aged about 52 years, occ. Business, R/o 40, Hiwari Layout, Nagpur-8

AND

1. MR/MRS._____, (PAN NO._____), aged about ___years, Occ _____ ,

R/o _____, hereinafter referred to as the **'PROSPECTIVE PURCHASER/S'**, which expression, shall, unless repugnant to the context or meaning herein will always, mean and include, the 'PROSPECTIVE PURCHASER/s', as well as, his/her/their respective legal heirs, representatives, successors, executors, assigns, or anyone claiming through or under him/her/them, as the case may be, of the SECOND PART;

WHEREAS, the Vendor herein abovenamed is owner of the property comprising ALL THAT piece and parcel of land bearing Nazul Leasehold Plot no. 68 (old no. 230), Sheet No. 20-A, containing by admeasurement 10141 sq.ft. (or 942.0989 sq.mtrs.) including all easementary rights, appurtenant and belonging thereto, bearing Corporation House No. 73/014, City Survey No. 294 and Sheet No. 3(28) 10 III of Mouza – Dhantoli, situated at Abhyankar Road, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 1, in Tah. & Dst. Nagpur.

AND WHEREAS title of the Plot no. 68 has been acquired by the VENDOR in following manner :-

1. That, all that piece and parcel of land bearing Nazul leasehold Plot No. 68 (Old No. 230), Sheet No. 20-A, containing by admeasurement 10141 sq.ft. (or 942.0989 sq.mtrs.) bearing Corporation House No. 73/014, City Survey No. 294 and Sheet No. 3(28) 10 III of Mouza – Dhantoli, situated at Abhyankar Road, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation, Ward No. 1, Tah. & Dist. Nagpur, originally belonged to Shri Damu Sambamurti s/o. Subramaniam, being his separate and self acquired property, having acquired the same by him from the Nazul Department on leasehold rights for a term of 30 years ending on 31/3/1948 by an Indenture of Lease;

2. That, D. Samgbh Murti s/o. Subramaniam later on constructed a double storied residential house and other structures on the said Nazul leasehold Plot No. 68 (old no. 230) covering a total Built-up area of 650.31 sq.mtrs. and known and styled as “Murti Buildings”, bearing Corporation House No. 73/014, City Survey No. 294 and Sheet No. 3(28) 10 III of Mouza – Dhantoli;

3. That, during his life time Shri Damu Sambamurti s/o. Subramaniam executed his last WILL AND TESTAMENT on 30/1/1968 to his 2 sons namely (1) Shri Damu Sheshrao and (2) Shri Damu Purushottam jointly absolutely forever with heritable and transferable rights therein in equal proportion. By the said Will he further gave and bequeath a portion of the single storied residential house standing on an area of 1729 sq.f. of Nazul leasehold Plot No. 68 (old no. 230) to his daughter namely Smt. Kondapaloli Sunderamma Bai absolutely forever with heritable and transferable rights therein;

4. That, Shri Damu Sambamurti s/o. Subramaniam left for heavenly abode on 9/2/1968 and consequent upon his death the aforesaid 3 persons became the joint-co-owners of the aforesaid entire property comprising Nazul leasehold Plot No. 68 (old no. 230) togetherwith the residential house standing thereon, situate at Abhyankar Road, Dhantoli, Nagpur, in Tah. & Dist. Nagpur in terms of the aforesaid Will dated 30/1/1968;

5. That, (1) Shri Damu Sheshrao, (2) Shri Damu Purushottam and (3) Smt. Kondapaloli Sunderamma Bai later on by a Deed of Partition dated 8/2/1974 partitioned their aforesaid property in between them and in terms of which h a residential Block of 7 rooms consisting of two varandaha, three bath rooms, dressing room, dining room, kitchen, store room on the ground floor alongwith 1/3rd share in the common latrine structure standing on Nazul Plot Nos. 239 and 230-A was allotted to the exclusive share of Shri Damu Sheshrao absolutely forever with heritable and transferable rights therein by the said Deed of Partition a residential block of 6 rooms consisting of two open terraces, one bath rooms, dressing room, dining room, kitchen, store room on the first floor alongwith 1/3rd share in the common latrine structure standing on Nazul Plot nos. 230 and 230-A was allotted to the exclusive share of Shri Damu Purushottam absolutely forever with heritable and transferable rights therein. In pursuance of the said Deed of Partition a residential block consisting of two living rooms, one study room, two kitchen,

two store rooms, two varandaha alongwith 1/3rd share in the common latrine structure standing on Nazul Plot Nos. 230 and 230-A was allotted to the exclusive share of Smt. Kondapaloli Sundaramma Bai absolutely forever with heritable and transferable rights therein and the said Deed of Partition is also duly registered in the office of the Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 482 on even date;

6. That, during his life time the aforesaid Damu Sheshrao s/o. late Shri Damu Sambamurti executed his last WILL AND TESTAMENT on 29/6/1982 and thereby he bequeathed his aforesaid portion in the aforesaid property acquired by him in terms of the Partition Deed dated 8/2/1974 in favour of his wife Mrs. Sushilabai absolutely forever with heritable and transferable rights therein;

7. That, the aforesaid Shri D. Sheshrao left for heavenly abode on 3/1/1996 and consequent upon his death, his aforesaid property devolved upon his widow Smt. D. Sushila Murty in terms of his last Will dated 29/6/1982, 4 sons namely (1) Shri Ashok, (2) Shri Anil (3) Shri Dilip and (4) Shri Arun and 3 daughters namely (1) Smt. Sunanda wd/o. late Shri Sudhakar Dole, (2) Mrs. Shashikala raju w/o. Suhas Raju, and (3) Mrs. Suvarnalata Rao jointly by way of intestate succession being the only legal heirs of the deceased;

8. That, during the course of time the aforesaid Mrs. Suvarnalata Rao left for heavenly abode on 21/1/1998 and consequent upon her death, her share in the aforesaid property devolved upon her 2 sons namely (1) Shri D. Sanjay Rao and (2) Shri D. Raman Rao, jointly by way of intestate succession, being the only legal heirs of the deceased;

9. That, the aforesaid Shri D. Purushottam Rajoo left for heavenly abode on 30/8/1996 and consequent upon his death, his aforesaid portion and share in the aforesaid property devolved upon his widow Smt. Venu Raju, 3 daughters namely (1) Dr. Saraswati Raju d/o. D. Purushottam Raju, (2) Dr. (Mrs.) Chitra Channa Sanjeev D. Channa and (3) Smt. Shyama Padia Jaisukh Padia and 2 sons namely (1) Shri D. Gopalkrishna Murty D. Purshottam Raju and (2) Shri D. Durgashankar Murty D. Purushottam Raju jointly by way of intestate succession, being the only legal heirs of the deceased;

10. That, during the course of time the aforesaid Smt. Venu Raju left for heavenly abode on 9/12/2004 and consequent upon her death, her share in the aforesaid property devolved upon her aforesaid daughters and sons namely (1) Dr. Saraswati Raju D. Purushottam Raju, (2) Dr. Chitra Channa Sanjeev D. Channa and (3) Smt. Shyama Padia Jaisukh Padia (4) Shri D. Gopalkrishna Murty D. Purushottam Raju and (5) Shri D. Durgashankar Murty D. Purushottam Raju, jointly by way of intestate succession, being the only legal heirs of the deceased;

11. That, during the life of Mrs. Kondapalli sunderamma Bai she executed her last WILL AND TESTAMENT on 27/11/1998 and thereby she bequeathed her share in the aforesaid property in favour of her legal heirs namely (1) Smt. P. Rajamani P. Paparao, (2) Smt. P. Hemaiatha P. Rama Rao, (3) Smt. Tara Janardhan Ambika Shekhar, (4) Smt. K. Sarita Durgashankar Kamarishi Somalingam and (5) Smt. D. Sheela Rao D. Gopal Rao, 2 grand daughters namely (1) Smt. Sweta Pavithran, (2) Smt. Vishakha Amit Satfale and only daughter-in-law namely Smt. Sujata K. Surendra Rao absolutely forever with heritable and transferable rights therein and the said Will is also duly registered in the office of the Sub-Registrar, Nagpur in Book No. 3, Volume No. 4 on pages 15 to 21 at Sr. No. 48 on even date;

12. That, the aforesaid Mrs. Kondapalli Sunderamma Rao left for heavenly abode on 24/8/1999 and consequent upon her death, her aforesaid property and share in the aforesaid property devolved upon her daughters namely (1) Smt. P. Rajamani P. Paparao, (2) Smt. P. Hemaiatha P. Rama Rao, (3) Smt. Tara Janardhan Ambika Shekhar, (4) Smt. K. Sarita Durgashankar Kamarishi Somalingam and (5) Smt. D. Sheela Rao D. Gopal Rao, 2 grand daughters namely (1) Smt. Sweta Pavithran, (2) Smt. Vishakha Amit Satfale and only daughter-in-law namely Smt. Sujata K. Surendra Rao, jointly by way of intestate succession in terms of the aforesaid Will dated 27/11/1998 being the only legal heirs of the deceased.

13. That, the Commissioner (now called as Collector), Nagpur on behalf of the Government of Maharashtra executed a lease regarding the aforesaid property in favour of Shri D. Sambhamurti s/o. Subramanian on 25/1/1910;

14. That, on expiration of the original term of lease, the Collector, Nagpur on behalf of the Government of Maharashtra later on extended the same for a further term ending on

24/1/2009 in favour of D. Sheshrao, D. Purushottam and Smt. K. Sundaramma Bai by an Indenture of Lease dated 13/5/1987;

15. That, as the lease of plot no. 68 was expired Smt. D. Sushilabai Murty and 21 others have applied for renewal of lease with Collector, Nagpur and accordingly lease came to be renewed from 25/1/2000 to 24/1/2030 vide lease deed dated 23/8/2012, which is duly registered with the office of Sub-Registrar, Nagpur -3, in Book no.1, at serial no.23/8/2012.

16. That, Smt. D. Sushilabai Murty and 21 others jointly Sold plot no. 68 which is described hereinabelow in favour of **M/S. R.S. INFRA, A PARTNERSHIP FIRM** through its Partners, 1) **SHRI RAJESH S/O. MADHAORAO LAKHEKAR,** 2) **SHRI SAMIR S/O. SURESH CHINCHOLKAR,** 3) **SHRI MANOJ S/O. VASANTRAO GOLAWAR,** 4) **MRS. NISHA W/O. MANOJ GOLAWAR,** 5) **SHRI NARENDRA S/O. DAULATRAO DHAWALE** vide Sale Deed dated 22/8/2012, which is duly registered with the Office of Sub-Registrar, Nagpur-8, in the Additional book no.1, at Serial no. 4180/2012.

17. That, **M/S. R.S. INFRA, A PARTNERSHIP FIRM** through its Partners, 1) **SHRI RAJESH S/O. MADHAORAO LAKHEKAR,** 2) **SHRI SAMIR S/O. SURESH CHINCHOLKAR,** 3) **SHRI MANOJ S/O. VASANTRAO GOLAWAR,** 4) **MRS. NISHA W/O. MANOJ GOLAWAR,** 5) **SHRI NARENDRA S/O. DAULATRAO DHAWALE,** sold the plot no. 68 to VENDOR, vide Sale Deed Dated 30.3.2013, which is duly registered with the Office of Sub-Registrar, Nagpur-1, in the Additional book no.1, at Serial no. 2161/2013

18. That, accordingly Vendor became the joint owner of plot no. 68 and its name is duly mutated in revenue records.

AND Whereas; “VENDOR” with an intention to construct multistoried complex on the plot no. 68, submitted the plan for construction of multistoried complex with Nagpur Municipal Corporation, Nagpur, which came to sanctioned by the Nagpur Municipal Corporation, Nagpur, vide Building permit no. 21/BP/DHANTOLI/TP/NMC258, dated 2.6.2014.

AND Whereas; "VENDOR" has submitted the entire scheme proposed to be constructed on plot no. 68 to the provisions of the Apartment Ownership Act, by virtue of a Deed of Declaration registered with the office of the Sub-Registrar of Documents, Nagpur-1, at Serial No. 1109/2016, on 22.2.2016.

AND WHEREAS; the 'PROSPECTIVE PURCHASER', having acquired knowledge as to the intention of the 'VENDOR', to develop, plot no. 68 approached them and expressed his/her/their intention, to purchase Residential Apartment No.____, admeasuring sq. mtrs., Built up area (_____ Sq. Mtrs), on ____ Floor, and corresponding _____ % undivided share and interest in the plot no. 68 and also having seen all the documents of title of the 'VENDOR' and the sanctioned building plan and being fully satisfied in respect thereof, has finally decided to purchase the Residential Apartment No.____, admeasuring sq. mtrs., Built up area (_____ Sq. Mtrs), on ____ Floor, and corresponding _____ % undivided share in the plot no. 68 for consideration of Rs. 70,00,000/- (Rupees Seventy Lakhs only), terms and conditions as contained herein, as a result of which this agreement is being entered into.

NOW THEREFORE THIS AGREEMENT OF SALE WITHNESSETH AS UNDER :

1. In consideration of the 'PROSPECTIVE PURCHASER', agreeing to pay the consideration of Rs. 70,00,000/- (Rupees Seventy Lakhs only), and all such additional sums, as the terms of this agreement provide for, in the manner as enumerated hereinafter, the 'OWNER', agree to sell to the 'PROSPECTIVE PURCHASER', Residential Apartment No.____, admeasuring sq. mtrs., Built up area (_____ Sq. Mtrs), on ____ Floor, and corresponding _____ % undivided share and interest in the Nazul Leasehold Plot no. 68 (old no. 230), Sheet No. 20-A, containing by admeasurement 10141 sq.ft. (or 942.0989 sq.mtrs.) including all easementary rights, appurtenant and belonging thereto, bearing Corporation House No. 73/014, City Survey No. 294 and Sheet No. 3(28) 10 III of Mouza – Dhantoli, situated at Abhyankar Road, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 1, in Tah. & Dst. Nagpur, most popularly known as 'BHUMI PARK RESIDENCY', more particularly described in Schedule written hereunder, which form a part and parcel of this agreement of sale, subject to the restrictions placed upon the rights of the other prospective purchasers, of other apartment owners, as are enumerated in the Deed of Declaration in terms of the

provisions of The Apartment Ownership Act 1970, which the PROSPECTIVE PURCHASER specifically agrees to incorporate in the deed of sale which may be executed in his/her/their favour upon the successful completion of this agreement, including the restrictive covenants, which may be necessary for governing the rights of all the prospective purchasers of undivided share & interest in plot no. 68, which is binding upon him. The Residential Apartment No.____, admeasuring sq. mtrs., Built up area (_____ Sq. Mtrs), on ____ Floor, and corresponding 4.729 % undivided share and interest in the plot no. 68, to be constructed thereupon, are hereinafter for the sake of brevity referred to as the "said property".

2. Out of the total consideration of Rs. _____/- (Rupees _____ only), against the 'said property', the PROSPECTIVE PURCHASER, has, paid part consideration of Rs. _____/- (Rs. _____ only), to the VENDOR, in following manner :-

Sr. no.	Cheqye/RTGS	Amount in Rs	Date	Bank
1				
2				
3				

the receipt of which VENDOR hereby acknowledges and balance consideration is agreed to be paid within _____ month of agreement of sale. The aforesaid consideration is charged on Built-up area only.

3. The PROSPECTIVE PURCHASER has/have satisfied himself/herself/themselves as to the title of the OWNER to plot no. 68, as good, valid and marketable.

4. The 'said property', shall be sold subject to the rights of the other purchasers of undivided share and interest in plot no. 68; restrictions on the rights of the other prospective purchasers as to the user of the land of plot no. 68; rights of the other prospective purchasers in respect of the common areas and amenities and all other restrictions as are

usual and applicable in view of the applicability of the provisions of the Apartment Ownership Act.

5. The "said property" is believed and shall be taken to be correctly described in the schedule written hereunder and if any misstatement, error or omission shall be discovered, the same shall not annul this agreement nor shall any compensation be allowed or payable in respect thereof, but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

6. It is specifically agreed that the Deed of Sale of in respect of Said Property will be executed and registered in favour of the PROSPECTIVE PURCHASER upon the PROSPECTIVE PURCHASER having paid the entire consideration as agreed to in term no. 2 and any other payments required to be made by him/her/them as contemplated by the terms of this agreement and one month after the apartment scheme "BHUMI PARK RESIDENCY" is completed in all respects, whichever is later, consequent to which the PROSPECTIVE PURCHASER will be placed in possession of the apartment to be constructed for him/her/their, subject to the PROSPECTIVE PURCHASER having duly complied with all the terms and conditions of this agreement entered into between OWNER and PROSPECTIVE PURCHASER on this day.

7. That in order that each apartment Owner in the "BHUMI PARK RESIDENCY", should have a clear title over his/her/their respective apartment with heritable and transferable rights therein the entire apartment scheme proposed to be constructed on plot no. 68, had already been submitted to the provisions of the **Apartment Ownership Act 1970** by the execution and registration of a **Deed Of Declaration** duly registered with the office of **the Sub-Registrar of Documents, NAGPUR-1** on **22/2/2016,** at **Serial No.1109/16,** and the PROSPECTIVE PURCHASER specifically agrees that all restrictions and conditions as are enumerated therein governing the rights of the owners of "BHUMI PARK RESIDENCY" is binding upon the PROSPECTIVE PURCHASER and the PROSPECTIVE PURCHASER specifically agrees to incorporate such terms, conditions, stipulations and restrictive covenants in the deed of sale as are not set forth herein but which would be essential and necessary to regulate to easementary and other rights of the prospective owners interest.

8. The PROSPECTIVE PURCHASER shall pay his/her/their proportionate share of taxes, cess, land revenue, ground rent, development charges, betterment charges, non - agricultural assessment or all other charges levied on plot no. 68, of all kinds, and also the charges, assessment or any other levy of any kind whatsoever, imposed upon the apartment chosen by him/her/them to be constructed on plot no. 68, in proportion to the undivided share ad interest to be owned by him/her/them, from the date of this agreement.

9. The PROSPECTIVE PURCHASER will not be entitled to claim possession of the 'said property', or its deed of sale, unless the entire consideration, including the increases, if any, and all other payments as contemplated by the terms of this agreement are fully paid by him/her/them to the VENDOR including Electric Meter, Water Meter, & Extra work Payment.

10. That, the VENDOR shall obtain necessary No-Objections certificate from Nazul Department and shall pay all charges, unearned income as may be demanded by department.

11. THAT if the PROSPECTIVE PURCHASER fails or neglects to pay the balance consideration to the 'OWNER' strictly within the time stipulated in clause 2 above then in such event the agreement shall stand cancelled automatically and the amount paid shall stand forfeited by the OWNER and the PROSPECTIVE PURCHASER, will not be entitled to lay any claims as against the OWNER, of any nature whatsoever.

12. The PROSPECTIVE PURCHASER further agrees that if the Maharashtra State Electricity Board imposes the installation of a power transformer on the entire scheme, then in such an eventuality the PROSPECTIVE PURCHASER will provide and contribute the proportionate cost for the same, as well as, the proportionate costs of the cabling from the source point to the respective apartment, which will be besides the consideration hereinabove agreed to be paid by him/her/them for the 'said property'. The security deposits and incidental costs for water meter and electrical meter as well as, the costs of the cabling/plumbing from the source point to the meter room and from there to the 'said property', will be borne and separately paid by the PROSPECTIVE PURCHASER.

13. That the PROSPECTIVE PURCHASER further agrees to pay to the OWNER separate charges for procuring and installing M.S.E.B. Electric Meter and the amount of Electric Meter Charges/ deposits are to be paid in Cash immediately as soon as a demand note is received from M.S.E.B. So also the charges for cabling from the starting point of electric supply, by the M.S.E.B. to the 'said property', will also be borne and paid by the PROSPECTIVE PURCHASER', separately, as and when demanded.

14. The PROSPECTIVE PURCHASER further agrees that "OWNER" is fully entitled to utilise the entire floor space index presently available or any increase thereof, which may become available in the future, in respect of the entire sanctioned layout. In case of any increase in the floor space index in the future, the same would solely and absolutely belong to the OWNER and he will be fully entitled to transfer the same as per the then prevailing D.C.R. The PROSPECTIVE PURCHASER', will not make any claim for such T.D.R. or obstruct the OWNER, from transferring and utilizing the same, even, if such T.D.R. in any manner relates to the apartment in plot no. 68 agreed to be purchased by the 'PROSPECTIVE PURCHASER', and no compensation or consideration therefor, will be claimed by the PROSPECTIVE PURCHASER.

15. The common areas and facilities in the plot no. 68 shall always remain undivided and no partition or division of any part thereof will be claimed or carried out by the PROSPECTIVE PURCHASER either individually or jointly with the other owners of the apartment constructed on plot no. 68.

16. The PROSPECTIVE PURCHASER further agrees to use the common areas and facilities to be provided on plot no. 68 in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other plot/tenement owners.

17. The parties further specifically agree that, as the 'said property', has to be delivered and sold to the PROSPECTIVE PURCHASER by the VENDOR within the time frame stipulated in terms above, the parties hereto specifically by consent, make TIME AS THE ESSENCE OF THIS AGREEMENT, meaning thereby that the payment schedule enumerated in term no.2 above is

to be strictly followed by the PROSPECTIVE PURCHASER without fail and the payments enumerated therein have to be paid on the dates as stated therein without fail, and without any demand for the same from the VENDOR. No reason for any delay in payment whatsoever will be entertained by the VENDOR and in such an eventuality i.e. the PROSPECTIVE PURCHASER not making timely payments as agreed to, this agreement of sale will automatically come to an end and all rights accrued to the PROSPECTIVE PURCHASER hereunder will stand extinguished without the VENDOR being required to do anything further for the same. In such circumstances the amount paid by the PROSPECTIVE PURCHASER, will stand forfeited and the VENDOR will have full right and liberty to sell the 'said property', to any person of their choice and the PROSPECTIVE PURCHASER will have no right to either enforce specific performance of this agreement or to claim any damages of any kind whatsoever from the VENDOR. It is however specifically agreed that any leniency shown by the VENDOR in accepting the payments from the PROSPECTIVE PURCHASER beyond the agreed date will not be construed to mean to be or operate as a waiver of the condition of time being the essence of this agreement.

18. That in case extra amenities for the entire sanctioned layout and the 'said property', for more safety and for making it more aesthetic are required to be done, the PROSPECTIVE PURCHASER agrees to share in the expenses therefor along with all other apartment owners Plot no. 68, and if any extra amenities are required by the PROSPECTIVE PURCHASER for the 'said property', other than what is to be provided under this agreement the PROSPECTIVE PURCHASER agrees to pay for the same separately.

19. That all letters, receipts and/or notices issued by the OWNER dispatched under certificate of posting to the address of the PROSPECTIVE PURCHASER mentioned in this agreement shall be sufficient proof of receipt of the same by the PROSPECTIVE PURCHASER and shall effectually discharge the VENDOR of any obligation under this agreement.

20. That, VENDOR shall execute sale deed in their favour or any other person as may be nominated by them at the cost and expenses of PROSPECTIVE PURCHASER.

21. It is specifically agreed to between the parties hereto that in case the PROSPECTIVE PURCHASER requires the VENDOR to make any changes in the apartment to be constructed on plot no. 68, the same upon the specific written request of the PROSPECTIVE PURCHASER shall be done by the VENDOR at the cost and consequences of the PROSPECTIVE PURCHASER. In case due to any such changes, there is any deviation from the sanctioned building plan or violation of any rules the same shall be the sole responsibility of the PROSPECTIVE PURCHASER, and the VENDOR shall not be liable for any consequences thereto in, any manner and the PROSPECTIVE PURCHASER will always keep the VENDOR indemnified against any claims damages penalties burdens of any kind whatsoever. No internal changes will be entertained on eleventh Hour.

22. That in case Sales Tax, Turnover Tax, Work Contract Tax, Value Added Tax, service Tax or any other Tax is levied by the State or Central Government or by any Local Bodies on the construction activity or building materials used or labour used or wages paid therefor, the PROSPECTIVE PURCHASER specifically agrees to pay the same individually in proportion to the area of apartment agreed to be purchased by him/her/them, to the VENDOR or the Competent Authority, appointed in this behalf and will keep the VENDOR fully indemnified against the same as the VENDOR is not taking it from PROSPECTIVE PURCHASER.

23. That all expenses for the preparation and printing of this agreement, Deed of Sale of undivided share and interest, deed of declaration, bye laws of the association of the proposed association of apartment owners, title verification reports, N.O.C. for the sale deeds, affidavits or any other documents required to be executed and registered by law, lawyer's charges therefor quantified at Rs. 10,000/- have been agreed to be paid by the PROSPECTIVE PURCHASER to the VENDOR, separately, before the execution of the deed of sale of the 'said property'. Any sums unpaid by the PROSPECTIVE PURCHASER, which under the terms of this agreement, is required to be paid by the PROSPECTIVE PURCHASER will be a charge upon the 'said property'.

24. The PROSPECTIVE PURCHASER further agrees to bear and pay any increase in local taxes, water charges, insurance and other such levies or deposits, if any which are imposed by the concerned local authority and/or Government and/or other public authorities upon the 'said property'.

25. The PROSPECTIVE PURCHASER specifically agrees to observe, perform and abide by the bye-laws of the association of the apartment owners and so also the additions, alterations or amendments thereof that may be made from time to time for the protection, maintenance, and regulation of the business of the association of the owners of apartment. The PROSPECTIVE PURCHASER also agrees to observe and perform all the stipulations, conditions, resolutions passed by the association regarding the use and occupation of the apartment, common areas and facilities on the plot no. 68, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement and the resolutions passed by the association.

26. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise, assignment or conveyance of the 'said property', or any part thereof, in favour of the PROSPECTIVE PURCHASER. The rights under this agreement, accrued in favour of the PROSPECTIVE PURCHASER, will not be assigned or transferred by him/her/them, in favour of any person whomsoever, except without the previous consent in writing of the VENDOR.

27. That the stamp duty and registration charges for the execution and registration of the deed of sale or any other conveyance is agreed to be paid by the PROSPECTIVE PURCHASER.

28. The PROSPECTIVE PURCHASER specifically understands and agrees, that this is an agreement for the sale of the completed apartment and undivided share and interest in plot no. 68 by way of installments, and not for the construction of the same, and as such the PROSPECTIVE PURCHASER, is not entitled to interfere in the construction activity in any manner whatsoever.

29. That, PROSPECTIVE PURCHASER covenants with VENDOR, that on the terrace of the building if any advertisement hoardings, Telecommunication tower is installed or terrace is given on the rent for any other purpose, in such circumstances, 50 % of rent will retained by the VENDOR and 50 % of rent will given to apartment owners association after deducting all expenses for maintenance of the building and VENDOR shall have exclusive right to enter into such agreement and PROSPECTIVE PURCHASER / apartment owner shall not be entitled to raise any objection whatsoever.

30. That, PROSPECTIVE PURCHASER, further agrees to pay Rs.25,000/- on every transfer his/her/their apartment to the apartment owners of BHUMI RESIDENCY PARK.

31. The PROSPECTIVE PURCHASER, in addition to the consideration agreed to be paid in terms above, will pay an additional sum of Rs._____/- to the VENDOR, for the purpose of creation of the Fund of Association of Apartment Owners i.e BHUMI RESIDENCY PARK, which is to be governed by the provisions of the DEED of DECLARATION and the Bye-Laws, which for a part and parcel of this agreement, copies of which have already been received by the PROSPECTIVE PURCHASER.

32. THAT it is understood by the Prospective Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C and Brickwork. It is understood by the Prospective 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 Prospective Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimension shown in the sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Prospective Purchaser for such variations.

33. This agreement is subject to the jurisdiction of the competent Court at Nagpur.

SCHEDULE OF THE PROPERTY

Residential Apartment No.____, admeasuring sq. mtrs., Built up area (_____ Sq. Mtrs), on ____ Floor, and corresponding _____ % undivided share and interest in the Nazul Leasehold Plot no. 68 (old no. 230), Sheet No. 20-A, containing by admeasurement 10141 sq.ft. (or 942.0989 sq.mtrs.) including all easementary rights, appurtenant and belonging thereto, bearing Corporation House No. 73/014, City Survey No. 294 and Sheet No. 3(28) 10 III of Mouza – Dhantoli, situated at Abhyankar Road, Dhantoli, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 1, in Tah. & Dst. Nagpur, most popularly known as ‘BHUMI PARK RESIDENCY’, which is bounded as under

On the East :- Road and Plot no. 231
On the West :- Road
On the North :- Plot no. 230-A and Road
On the South :- Plot no. 229

IN WITNESS WHEREOF the parties above name have after reading and understanding the terms and conditions as enumerated above and admitting them to the true and correct and binding on them and any one claiming through or under them have signed this agreement, in the presence of witnesses signing below on this __ day of _____ at Nagpur.

Drafted By Gopal Sawal advocate.

Vedbhumi Infraprojects pvt. Ltd.

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through its Director

WITNESSES

The parties to this agreement of undivided share and interest in Nazul plot no. 68 and building construction have read the said agreement and state that they have understood the terms and conditions enumerated therein which are correct and binding on them and have signed in our presence.

SHRI VIJAY PAWAR

Sign_____

Name_____

Address_____

_____

SHRI YOGESH CHAWDA

OWNER

Sign_____

Name_____

Address_____

_____