

STAMP DUTY Rs...../-

MARKET VALUE FOR THE AGREEMENT RS...../-

Mouza :- Babulkhede, City Survey No. 4684, Sheet No.74

Item No.48.559/74, @ Rs.16,480/- Per Square Meter, Page No.1106

AGREEMENT TO SALE

(VALUED FOR RS./-)

(RUPEES ONLY)

THIS DEED OF AGREEMENT TO SALE is made on this th day of
..... 2018

BETWEEN

SHRI YADAVRAO DHONDOPANT KANHERE

Aged About : 65 Years, Occupation : Retired,
R/o Plot No.105 /A Pande Layout, Khamla Nagpur.

Through his Power of Attorney Holder

1. SHRI NITIN CHOKHOBHA MOON

Aged About 37 yrs, Occu. – Business,
Resident of 401 “SHRADDHA” Manish Nagar, Nagpur

2 SHRI ASHISH CHOKHA MOON

Aged About 33 yrs, Occu. – Business,
Resident of 16 Tukum, Chandrapur

3. SHRI VINOD KRUSHANJI SAKORE

Aged About 37 yrs, Occu. – Business,
Resident of Plot No.1, Diamond Nagar, Ramna Maroti Chowck, Nagpur

Hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **VENDOR**, as well as his legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

.....

Aged about Years, Occupation –

R/o

(Hereinafter referred to as the “**PURCHASER**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, as well as his/her/their respective legal heirs, successors, administrators and assigns **OF THE SECOND PART**) (P.A.N.:-)

AND

M/S ELEGANT INFRA

P.A.N. :- AAEFE8660Q

Office at G-1, Imperial Residency II, Plot No. 21, Jai Durga Society, Manish Nagar, Nagpur

Through its Partners

1. SHRI NITIN CHOKHOBHA MOON

Aged About 37 yrs, Occu. – Business,

Resident of 401 “SHRADDHA” Manish Nagar, Nagpur

2. SHRI ASHISH CHOKHA MOON

Aged About 33 yrs, Occu. – Business,

Resident of 16 Tukum, Chandrapur

3. SHRI VINOD KRUSHANJI SAKORE

Aged About 37 yrs, Occu. – Business,

Resident of Plot No.1, Diamond Nagar, Ramna Maroti Chowck, Nagpur

(Hereinafter referred to as the “**CONFIRMING PARTY / DEVELOPER**” which expression shall unless it be repugnant to the context or meaning thereof mean and include the said **CONFIRMING PARTY / DEVELOPER**, his/ her /their respective legal heirs, successors, administrators and assigns **OF THE THIRD PART**):

WHEREAS, “All That piece and parcel of land bearing **Plot No.6** admeasuring area about **257.70 Square Meter (as per Regularization Permit of NIT)**, **Plot No.7** admeasuring area about **136.7240 Square Meter(as per Regularization Permit of NIT)**, **Plot No. 8 (North Part)** admeasuring area about **52.5640 Square Meter (as per Regularization Permit of NIT)** and **Plot No. 8 (South Part)** admeasuring area about **52.5640 Square Meter (as per Regularization Permit of NIT)** as such total area admeasuring about **499.552 Sq. Mtrs. in Kh.**

No.79, P.H. No.39 of **Mauza Babulkheda**, bearing City Survey No.4684, Sheet No.74 situated in the layout Kirtidhar Co-operative Housing Society, Ltd, Nagpur, Ward No.14, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur” (which is fully and specifically described in the schedule written hereunder) is owned and possessed by the Owner / First Part,

WHEREAS above said Plot No. 6 originally belonged to the layout Kirtidhar Co-operative Housing Society, Ltd, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/461/86-87. That said society through has sold said plot to Shri Gopal Mahadeorao Kale by way of registered sale Deed Dt. 29/12/2001 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.2569.

WHEREAS Shri Gopal Mahadeorao Kale has appointed Shri Yadavrao Dhondopant Kanhere to act on his behalf in respect of Plot No.6 as his power of Attorney holder by way of Registered Deed of Power of Attorney Dt.22/06/2005 which is duly registered in the office of Sub Registrar Nagpur no.8 at serial No. 2029.

WHEREAS the above said Plot No. 6 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 6 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. 1104 Dt. 29/11/2011. As per the said permit regularized area of Plot No. 6 is admeasuring about 257.00 Sq. Mtrs **AND**

WHEREAS Shri Gopal Mahadeorao Kale through his power Attorney Shri Yadavrao Dhondopant Kanhere has sold Plot No. 6 to Shri Yadavrao Dhondopant Kanhere by way of registered Sale Deed Dt.27/12/2012 which is duly registered in the office of Sub Registrar Nagpur No 4 at serial No.6691.

LIKEWISE above said Plot No. 7 also belonged to the Kirtidhar Co-operative Housing Society, Ltd, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/461/86-87. That said society has sold said plot to Shri Gopal Mahadeorao Kale and Shri Wasudeo Mahadeorao Kale by way of registered sale Deed Dt. 29/12/2001 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.2567.

WHEREAS Shri Gopal Mahadeorao Kale and Shri Wasudeo Mahadeorao Kale has appointed Shri Yadavrao Dhondopant Kanhere to act on their behalf in respect of Plot No.7 as their power of Attorney holder by way of Registered Deed of Power of Attorney Dt.22/06/2005 which is duly registered in the office of Sub Registrar Nagpur no.8 at serial No. 2028.

WHEREAS the above said Plot No. 7 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 7 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. 2118 Dt. 22/05/2012. As per the said permit regularized area of Plot No. 7 is admeasuring about 136.7240 Sq. Mtrs **AND**

THEREAFTER Shri Gopal Mahadeorao Kale and Shri Wasudeo Mahadeorao Kale through their power Attorney Shri Yadavrao Dhondopant Kanhere has sold Plot No. 7 to Shri Yadavrao Dhondopant Kanhere by way of registered Sale Deed Dt.27/12/2012 which is duly registered in the office of Sub Registrar Nagpur No 4 at serial No.6690.

LIKEWISE above said North Side of Plot No. 8 also belonged to the Kirtidhar Co-operative Housing Society, Ltd, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/461/86-87. That said society has sold said plot to Hukumchand Bhaiyyalal Bisen by way of registered sale Deed Dt. 27/09/1999 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.2813.

WHEREAS the correction deed has been executed between the Kirtidhar Co-operative Housing Society, Ltd, Nagpur and Shri Hukumchand Bhaiyyalal Bisen in respect of the correction of the length and width of the plot No 7 North part mentioned in the Sale Deed Dt.27/09/1999 by way of correction Deed Dt.09/12/2010 which is duly registered in the office of Sub Registrar Nagpur-5 at serial No.3623.

WHEREAS the above said Plot No. 8 North Part was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 8 North Part is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act,

2001 bearing Permit No. 1354 Dt. 15/12/2011. As per the said permit regularized area of Plot No. 8 North Part is admeasuring about 52.5640 Sq. Mtrs **AND**

WHEREAS Shri Hukumchand Bhaiyyalal Bisen has sold Plot No. 8 North part to Shri Yadavrao Dhondopant Kanhere by way of registered Sale Deed Dt.13/12/2010 which is duly registered in the office of Sub Registrar Nagpur No 4 at serial No.6099.

LIKEWISE above said South Side of Plot No. 8 also belonged to the Kirtidhar Co-operative Housing Society, Ltd, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/461/86-87. That said society has sold said plot to Shri Ramesh Anantram Katre by way of registered sale Deed Dt. 27/09/1999 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.2814.

WHEREAS the correction deed has been executed between the Kirtidhar Co-operative Housing Society, Ltd, Nagpur and Shri Ramesh Anantram Katre in respect of the correction of the length and width of the plot No 7 South part mentioned in the Sale Deed Dt.27/09/1999 by way of correction Deed Dt.09/12/2010 which is duly registered in the office of Sub Registrar Nagpur-5 at serial No.3624.

WHEREAS the above said Plot No. 8 South Part was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 8 South Part is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. 1316 Dt. 08/12/2011. As per the said permit regularized area of Plot No. 8 South Part is admeasuring about 52.5640 Sq. Mtrs **AND**

WHEREAS Shri Ramesh Anantram Katre has sold Plot No. 8 South part to Shri Yadavrao Dhondopant Kanhere by way of registered Sale Deed Dt.15/12/2010 which is duly registered in the office of Sub Registrar Nagpur No 4 at serial No.6133.

WHEREAS the name of the Owner is duly recorded in the records of City Survey, Nagpur Improvement Trust and Nagpur Municipal Corporation as Vendor, **AND**

THEREAFTER Vendor has applied for the clubbing of Plot No. 6,7, 8 North Part and 8 South part to the Nagpur Improvement Trust, and the Deputy Director of Town Planning, Nagpur Improvement Trust, has approved the Amalgamation of Plot

No. 6,7, 8 North Part and 8 South part in Kh. 79/1 of Mauza Babulkheda by its order Dt.18/03/2016 Vide No. mlauj@jpuk@12906..

WHEREAS, the Vendor later on decided to develop the said Plot No. 6,7, 8 North Part and 8 South part in to Residential – Cum – Commercial Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartment therein, **AND**

WHEREAS Vendor / Owner having no experience and knowledge and monetary facilities available with them and therefore the entered into an Agreement of Development dated 22/09/2017 with Confirming Party is duly registered in the office of the Joint Sub Registrar Nagpur - 2 at Serial No. 5898 on even date. By the said Agreement of Development, Vendor/Owner have entrusted the entire work of construction of the MULTI – STORIED building on the said plot to the Confirming Party hereinabove named upon several terms and conditions contained therein and the same; **AND**

WHEREAS accordingly, the Vendor have executed general power of attorney in respect of the said property in favour of **SHRI NITIN CHOKHOBIA MOON, SHRI ASHISH CHOKH MOON AND SHIR VINOD KRUSHNAJI SAKORE** who are the Partners of M/s Elegant Infra and the said general power of attorney is duly registered in the office of the joint sub registrar Nagpur – 2 at Serial No. 5899 on 22/09/2017; **AND**

WHEREAS by the said agreement the Vendor 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 plot of land in favor of each such individual buyer as may be nominated by the Confirming party hereto; **AND**

WHEREAS, Vendor through confirming Party accordingly prepared a Plan of Multistoried building proposed to be constructed on the said Plot No. 6,7, 8 North Part and 8 South part and to be known and styled as “.....” and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide Building permit B.E.(SOUTH)/Case No. AB / Tracking No.
... .. Dated/...../201....., **AND**

WHEREAS the purchaser hereinabove named have satisfied himself / herself in respect of the Vendor's titles to the said property as good, valid and marketable; AND

WHEREAS the purchaser being desirous of owning an Apartment for his / her residential use in the said multistoried building with heritable and transferable rights therein have approached the Confirming Party and expressed his / her desire and willingness to purchase the undivided proportionate share and interest in the said **Plot No. 6,7, 8 North Part and 8 South part** together with the entire R.C.C. Superstructure comprising **APARTMENT NO. -----** on the ----- **FLOOR** having a Super built-up area admeasuring about ----- **Sq. Mtrs.** of a building proposed to be constructed thereon and after detailed negotiations the Confirming Party has agreed to sell the same to the Purchaser and the Purchaser have specifically agreed to purchase the same agreeing inter-alia to pay, provide and contribute the entire agreed cost thereof to the Vendor / Confirming Party upon the following terms and conditions.

NOW THEREOF IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN
THE PARTIES HEREBY AS FOLLOWS:

1.) THAT the VENDOR and the CONFIRMING PARTY / DEVELOPER will sell and PURCHASER will buy the ----- % undivided share and interest in all that piece and parcel of land bearing **Plot No.6** admeasuring area about **257.70 Square Meter (as per Regularization Permit of NIT)**, **Plot No.7** admeasuring area about **136.7240 Square Meter(as per Regularization Permit of NIT)**, **Plot No. 8 (North Part)** admeasuring area about **52.5640 Square Meter (as per Regularization Permit of NIT)** and **Plot No. 8 (South Part)** admeasuring area about **52.5640 Square Meter (as per Regularization Permit of NIT)** as such total area admeasuring about **499.552 Sq. Mtrs.** in **Kh. No.79**, **P.H. No.39** of **Mauza Babulkheda**, bearing City Survey No.4684, Sheet No.74 situated in the layout Kirtidhar Co-operative Housing Society, Ltd, Nagpur, Ward No.14, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur TOGETHERWITH the entire R.C.C. Superstructure comprising **Apartment No.** covering **Built up area admeasuring about -----** **-- Sq. Mts** on the ----- **Floor** of the building proposed to be constructed on the said plot and to be known and styled as "-----" and more particularly described in the FIRST and SECOND SHEDULE hereunder written.

2.) THAT the total agreed price is **Rs. -----/- (Rupees ----- Only)** towards the cost of construction and cost of undivided shared of the said Land, which the Purchaser has specifically agreed to pay the consideration amount to the Confirming Party / Developer in the following manner.

MANNER OF PAYMENT :-

- 1 **Rs. -----/- (Rupees ----- Only)** paid by the purchaser to the Confirming Party on ---/---/----- as Booking Amount and the receipt whereof is hereby acknowledged by the Confirming Party.
 - 2 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the Confirming Party after completion of Plinth.
 - 3 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the Confirming Party after completion of First slab
 - 4 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Second slab.
 - 5 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Third slab
 - 6 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Forth slab.
 - 7 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Fifth slab.
 - 8 **Rs. -----/- (Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Brick Work of said Apartment
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9 **Rs.** -----/- **(Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after completion of Plaster of said Apartment

10 **Rs.** -----/- **(Rupees ----- Only)** agreed to be paid by the purchaser to the confirming party after finishing of said Apartment

11 **Rs.** -----/- **(Rupees ----- Only)** agreed to be paid by the Purchaser to the Confirming Party on or before taking over the actual possession of the chosen Apartment or Registration of sale deed whichever is earlier.

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Rs. -----/- **(Rupees ----- Only)**

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That the purchaser shall pay the respective installments as stipulated herein above strictly on the stage mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the **ESSENCE OF AGREEMENT** and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchasers failure to pay the above installment on due stages. It is specifically understood by the Purchaser that no extensions of time for payment of any of the installment shall granted to him by the Vendors and the Confirming party / Developer and in that event the Vendors and the Confirming party / Developer shall be at full liberty to resell the said Apartment together with the undivided Proportionate share, interest in the said plot of land to any other intending buyer with 15 days intimation or notice to the purchaser and in such cancellation return back the amounts till then received by the Vendors and the Confirming party / Developer to the Purchaser free of any interest thereon within 6 (Six) Months from the date this agreement standing terminated and cancelled and also after deducting therefore a fixed amount of Rs.1,00,000/- (Rupees One Lac Only) of the total consideration amount by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing the Housing Loan, if any, applied for by him, shall not be a ground for payment of the installments on due stages.

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

(4) That the purchaser have satisfied himself / herself with respect to the Vendor's title to the said property as good, valid and marketable and they have accepted the same without any further investigation. He / She have satisfied himself / herself about the Confirming Party's right to enter into this agreement with the Purchaser.

(5) That the said property is believed and shall be taken to be correctly described in the Schedules hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said plot of land and the Owners of other built-up spaces in the proposed building affecting the same and if any mis-statement, error or omission shall be discovered in the same not annul this contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchasers, but all the same such miss-statement, error or omission will always be subject to correction by the parties hereto.

(6) That it is understood by the Purchasers that by an Agreement made between the Confirming Party and the aforesaid Vendor the former is allowed and permitted to develop the said plot of land shall remain exclusively in charge of the entire construction of the proposed building in all respects without any let, hindrances or interference by the aforesaid Vendor. The Purchasers shall also not interfere in any manner whatsoever in this behalf.

(7) That the Confirming Party shall erect and build the proposed Multistoried building consisting of various self contained separate Apartments/ Shops therein strictly in accordance with the plan sanctioned by the building Engineer, Nagpur Municipal Corporation, Nagpur 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 Purchasers subject to extra payment thereof to be made by their in advance.

(8) That the Vendor/Confirming Party has reserved his/it's right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/ Nagpur Improvement Trust, Nagpur or From Authority competent to do so

(9) That the Purchaser have finally chosen to own and possess **Apartment No. on the FLOOR** of the proposed building more particularly described in the Second Schedule hereunder written.

(10) THAT the Confirming Party shall complete the said Building and make the Apartment chosen by the Purchaser available within 30 months from the date of Registration of this Agreement to the Purchaser making payment of the installment agreed as per schedule written above. That, if the Confirming Party fails to deliver the possession of said Apartment agreed to be purchased by the Purchaser within above said period in that event Purchaser shall be at liberty to get said Agreement cancelled and entitle to received all amount till then paid by him / her to the Confirming Party with bank interest till its realization or if the Purchaser want to purchase the said Apartment in that event Confirming Party shall be liable to pay the interest as per the bank rate to the Purchaser on the amount received by him from Purchaser.

(11) THAT the Confirming Party shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of the construction including also the charges for installment of Electric and water meters, legal expenses including stamp duty and Registration fees and G.S.T., Sales Tax, Turn Over Tax, Value Added Tax, Service Tax etc. are paid by them in full to the Confirming Party.

(12) THAT the Confirming Party shall be exclusive in charge of the construction without any let or hindrance or interference by the Purchasers or any other contractor and under no circumstances the Purchasers shall enter into any building contract in respect of their Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and Such Contract, if made by them shall be void and not at all binding upon the Confirming Party.

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

(14) THAT the available Open spaces available in the said Plot of land and 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 Building and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out by the Purchasers severally or jointly with any other Apartment Owner or Owners.

(15) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSON FACTO come to an end and the amounts till then subscribed by the Purchasers towards the cost of construction of the Apartment chosen by them shall be refunded to them free of any interest thereon

and also after deducting there from a fixed sum of Rs. 1,00,000/- (Rupees One Lac Only) by way of liquidated damages within 6 (Six) Months from the date of cancellation and in such event his / her right to purchase the undivided share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor / Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any Prospective/intending buyer as may approved by the Confirming Party without any further notice or reference to the Purchasers.

(16) THAT the Purchasers hereby specifically agrees with the Confirming Party that even after they taking over actual possession of the Apartment chosen by him / her (on receipt of possession letter from Confirming Party) they will not object or prevent or obstruct the Confirming Party in carrying on and completing the work of the other Apartments in the said building and keeping building materials on the available open land.

(17) THAT the Confirming Party reserves it's right to erect any additional construction on the available open space or on the top Terrace of the building if the F.S.I. in relation to the said Plot of land is increased at any future data and in such event the Purchaser shall not prevent or obstruct the Confirming Party in so utilizing and dealing with such addition F.S.I. and in such event the Prospective buyers of such addition 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 proportionate reduction if some addition 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 agreed that they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(18) THAT the Purchasers understand that the agreed cost of construction does not include any 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 that shall be borne and paid by the Purchasers 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.

(19) THAT the Purchaser shall individually pay all Corporation Taxes and cesses etc. As may be levied on the Apartment chosen by them with effect from the date of registration of the Sale Deed or from the date of their taking over possession thereof whichever may be earlier.

(20) THAT the Vendor/Confirming Party shall deliver the actual possession of the said undivided share and interest in the said Plot of land and **APARTMENT NO.** on the **FLOOR** hereby agreed to be sold to the Purchasers or their nominees 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 Purchasers shall hold the said Plot jointly with the other Co-Owners thereof and the Apartment chosen by them absolutely with heritable and transferable rights therein.

(21) THAT the Purchasers hereby agreed not to occupy the said Apartment without prior written permission of the Confirming Party else they shall be treated as a trespasser.

(22) THAT the Vendor/Confirming Party does hereby agree with the Purchasers that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp Duty Registration fees payment at the time of Registration from him, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land also entire R.C.C. superstructure comprising **APARTMENT NO.** on the **FLOOR** in favour of the Purchasers or their nominees (s) and get the same duly registered at his costs in according with the law in force provided the Purchasers shall have also paid the entire agreed cost of construction of the Apartment chosen by them to the Confirming Party.

(23) THAT Purchaser also undertakes to pay of G.S.T., Sales Tax, Value Added Tax, Service Tax, and all other taxes and cesses etc. that may be levied by State Or Central Government and sign an undertaking to that effect before taking Possession of the **APARTMENT NO.** being purchaser.

(24) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other in the said building the Vendor has executed and registered a Deed of Declaration under section 2 of the Maharashtra Apartment

Ownership Act 1970 on/...../..... which is duly registered in the office of Sub-registrar Nagpur No..... at serial No.

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

(26) THAT the Purchaser shall pay proportionate share of Ground Rent and all other dues whatsoever accruing payable in respect of their 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 she shall always keep the Vendor/Consenters/Confirming Party indemnified against such payments.

(27) 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.

(28) THAT it is understood by the Purchases that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specification appended hereto as Annexure- A. It is understood by the Purchasers that shortcoming 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 Purchasers 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 Purchasers for such variations.

(29) 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 Apartment and proper claim regarding this shall directly be made by the Purchasers to the manufacturer of such items keeping the Confirming Party indemnified against the same. However the Confirming Party shall use and install standard proprietary items in the said Apartment and it shall also see that are properly working at the time of installation.

(30) 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 or Under Certificate of Posting at their address as described above.

(31) THAT the Purchasers undertake to notify in writing any change in their address to the Confirming Party.

(32) 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 term 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 at liberty to refer any other matter between them to the Panel of Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agrees not to approach any Court of Law or Consumer Dispute Redressal Forum/ Commission etc without first availing the Arbitration proceedings.

(33) THAT the Confirming Party does hereby declare that the Purchaser is one of its nominees and also does hereby acquit and discharge the Vendor from observing and fulfilling the covenants on their part as contained in the Agreement. It also further declares that it has received the entire cost of construction from the Purchaser.

(34) THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty, Registration Fees and other charges including the Lawyer's fees payable in respect thereof have been agreed to be bourn and paid by the Purchaser.

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

SCHEDULE OF THE PROPERTY

"A"

All That piece and parcel of land bearing **Plot No.6** admeasuring area about **257.70 Square Meter** (as per Regularization Permit of NIT), **Plot No.7** admeasuring area about **136.7240 Square Meter**(as per Regularization Permit of NIT), **Plot No. 8 (North Part)** admeasuring area about **52.5640 Square Meter** (as per Regularization Permit of NIT) and **Plot No. 8 (South Part)** admeasuring area about **52.5640 Square Meter** (as per Regularization Permit of NIT) as such total area admeasuring about **499.552 Sq. Mtrs.** in **Kh. No.79**, P.H. No.39 of **Mauza Babulkheda**, bearing City Survey No.4684, Sheet No.74 situated in the layout Kirtidhar Co-operative Housing Society, Ltd, Nagpur, Ward No.14, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur and is bounded as under:

On the East : 9.00 Mt wide Road
On the West : 24.00 Mt wide Road
On the North : Plot No.5 and 9
On the South : Durga Nagari Layout

“B”

SCHEDULE OF THE APRATMENT AGREED TO BE SOLD

All that % Undivided share and interest in the total land fully described in the Schedule A herein above, along with R.C.C. superstructure bearing **Apartment No. having Built-up area admeasuring about Sq. Mtrs** on the **Floor** of the building on said plot to be named and styled as **“.....”** to be constructed on the said piece of land

IN WITNESS WHEREOF, the parties to the Deed have set their respective hands, in presence of the witnesses hereunder, today at Nagpur on th **day of** **201.....**

1	SHRI YADAVRAO DHONDOPANT KANHERE Through his Power of Attorney Holder SHRI NITIN CHOKHOBHA MOON (VENDOR/OWNER)		

WITNESSES

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