

“VATSALYA BHUMI”

Apartment no _____

AGREEMENT TO SELL

Apartment no. _____, Admeasuring _____ Sq. Mtrs.
(_____ Sq. Ft.)

Mouza: Wathoda

City Survey no. 34, Sheet no. 324/19, 566(17),565/18

Rates as per the ready recokner in force from _____, item no.
_____, Rate @ _____/- Per Sq. Mtrs, page no. ____

Market Valuation _____/-

Consideration Rs. _____/-

Stamp Duty Paid Rs. _____/-

Registration Charges Paid Rs. 30,000/-

This Agreement For Sale Of Undivided Share in Land And Building Construction is made on
this _____ day of March, 2015, at Nagpur,

Between

VEDBHUMI BUILDERS AND DEVELOPERS PVT. LIMITED, (PAN no. AACCV4558M), a Private
Limited Company duly registered under the Companies Act, having its incorporation no. CIN U
45 200 MH 2005 PTC 155828 and registered office at Bhumi Arcade, First Floor, Office no.4,
Pattidar Bhavan Road, Near Lakadganj Garden, Lakdadganj, Nagpur-8, (Hereinafter
represented by its

Directors

- 1) **MR. VIJAY RAMKRUSHNA PAWAR**, aged about 49 years, occ. Business, R/o V.M. Road, Old Motor stand, Itwari, Nagpur-8,

- 2) **MR. YOGESH MAGANBHAI CHAWDA**, aged about 51 years, occ. Business, R/o 40, Hiwari Layout, Nagpur, hereinafter referred to as the '**OWNER**', which expression, shall, unless repugnant to the context or meaning herein will always, mean and include, the '**OWNER**', 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**; (Herein represented by **MR. PANKAJ DHANANJAY DEVHARE**, aged about 23 years, occ. Service, R/o nav Durga Mata Mandir, Cement Road, Gangajamuna, Nagpur-440008, by virtue of power of attorney dated 6/6/12, duly authenticated by Sub-Registrar no.4, Nagpur, vide no. 48/12, for admission of execution and registration of Sale Deed.),

AND

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 '**OWNER**', owns and posses all that piece and parcel of land being Kh. No. 24/3, held in, Class-1 Rights, admeasuring 3.33 Hectares (8.22 acres), situated at Mouza: Wathoda, Tah. & Dist: Nagpur and their names are duly recorded in the records of rights maintained by the Revenue authorities.

AND WHEREAS; title to Khasra no. 24/3 has been acquired by Owner in following manner :-

1. That, Parasram Narad and others were owner of khasra no. 24/3.
2. That, Parasram Narad and others were interested to develop the land bearing Khasra no. 24/3, admeasuring 33,300 Sq. Mtrs and accordingly have entered into an agreement for development with the Owner on 25/4/2007, which is duly registered at serial no. 2885/2007 with the office of Sub-Registrar no.1, Nagpur.
3. That, Parasram Narad and others have executed Irrevocable power of attorney, in favour of Owner which is also duly registered with the office of Sub-Registrar, Nagpur no.1, at serial no. 2886/2007 dated 25/4/2007.
4. That, as the land bearing Khasra no. 24/3, fell in urban agglomeration as such the erstwhile owner i.e Parasram Narad and others have filed returns under section 6(2) of Urban Land Ceiling Act, before Competent Authority, ULC, Nagpur, who vide his order dated 18/5/2007, observed that the Parasram Narad and others, were in possession of an area admeasuring 33,300 sq. mtrs. from and out of the land of Khasra no.24/3 and as such were entitled to implement a scheme under section 20 of the ULC Act on the surplus area admeasuring 21,300 sq. mtrs., after allotting a retainable share of 12,000 sq. mtrs. to them;
5. That, Parasram Narad and others accordingly have submitted scheme under section 20 of the Urban Land Ceiling Act on the surplus vacant land admeasuring 21,300 sq. mtrs. was provisionally sanctioned vide order dated 6/8/2007.
6. That, entire land has been converted from agricultural use to Non-Agricultural use vide order dated 29/6/2007 passed by Additional Collector, Nagpur, in Rev. Case no. 95/NAP-34/2006-2007.

7. That, Shri Parasram S/o Shiva Narad expired leaving behind the following legal heirs :-
 - 1) Shri Manohar Parasram Narad
 - 2) Shri Raju Parasram Narad
8. That, Purushottam Narad and others through their attorney have executed and registered transfer deed in respect of All that piece and parcel of surplus vacant land admeasuring 21,300 sq. Mtrs. From and out of Kh. Nos. 24/3, Class –1 Rights, City Survey no. 34, Sheet no. 565/18, admeasuring 3.33 Hectares (8.22 acres), situated at Mouza: Wathoda, Tah. & Dist: Nagpur, in favour of OWNER which is duly registered with the office of Sub-Registrar, Nagpur, at serial no. 3445/2008, dated 16.7.2008.
9. That, Purushottam Narad and others through their attorney have executed and registered sale deed in respect of all that piece and parcel of Retainable Land admeasuring 12,000 sq. Mtrs. from and out of Kh. Nos. 24/3, Class –1 Rights, City Survey no. 34, Sheet no. 565/18, totally admeasuring 3.33 Hectares (8.22 acres), situated at Mouza: Wathoda, Tah. & Dist: Nagpur, in favour of OWNER which is duly registered with the office of Sub-Registrar, Nagpur, at serial no. 4270/2009, dated 27.8.2009.
10. That, the OWNER from and out of retainable land of 12000 Sq. Mtrs., had sold plot no. 1,2 5 and 6 admeasuring 4024.799 to Shri Manohar Narad and other and Plot no. 3 & 4 admeasuring 2390.362 Sq. Mtrs. to Shri Yogesh Chawda and others.
11. That, "OWNER" has applied for sanction of layout plan on entire Khasra no. 24/3 and accordingly Nagpur Improvement Trust, Nagpur has sanctioned the entire layout plan vide Building permit no. BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12. That, the entire layout will be known as 'VATSALYA BHUMI". That, in all their will be Building comprising of Row-House, Commercial, Commercial cum Residential and Residential apartments scheme, which will know as under :-

Sr. no.	Residential / Commercial	Plot / Block no.s	Name of Building	No. of units	Building permit no. and Sanctioned date
1	Layout plan				BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
2	Row Houses	Block –A, A1, A2	Indraprastha	24	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
3	Residential	Block-B	Gokul	32	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
4	Residential	Block-B1	Mathura	32	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
5	Residential	Block -C	Vrundavan	32	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
6	Residential	Block –D	Shrinathji	56	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
7	Residential	Block –E	Dwarka	72	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
8	Commercial	Block –E	Krishnaarpan	11	BE(E)/C.N.4247/T.N.2011072644, Dated 20.1.12
9	Residential	Plot no. 7	Brij	4	BE(E)/C.N.2965/T.N.2012101216/1168, Dated 10.5.13
10	Convenience Shopping	Plot no.7	Brij	20	BE(E)/C.N.2965/T.N.2012101216/1168, Dated 10.5.13

11	Residential	Plot no.8	Barsana	14	BE(E)/C.N.2965/T.N.2012101216/1167, Dated 10.5.13
	Total Units			297	

12. Thus, “OWNER’ submitted the entire scheme to provisions of Apartment Ownership Act, by registering Deed of Declaration, which is duly registered with office of Sub-Registrar, Nagpur-1, at Serial no. 5796/2013, dated 23.8.2013. That, as there was some correction in Deed of Declaration, which came to be corrected vide Correction Deed which is duly registered with office of Sub-Registrar, Nagpur-1, at Serial no. 2165/2014, dated 14.3.2014.
13. Thus, presently OWNER owns and possess land admeasuring 26884.838 Sq. mtrs from and out of Khasra no. 24/3 admeasuring 33,300 Sq. Mtrs.

AND WHEREAS; Owner is developing the land under the name and styled ‘VATSALYA BHUMI’ wherein it is constructing independent towers comprising of various apartment of various sizes and a Row-House scheme. The details of which are as under :-

Sr. no.	Residential / Commercial	Plot / Block no.s	Name of Building	No. of units
1	Row Houses	Block –A, A1, A2	Indraprastha	24
2	Residential	Block-B	Gokul	32
3	Residential	Block-B1	Mathura	32
4	Residential	Block -C	Vrundavan	32

5	Residential	Block –D	Shrinathji	56
6	Residential	Block –E	Dwarka	72
7	Commercial	Block –E	Krishnaarpan	11
8	Residential	Plot no. 7	Brij	4
9	Convenience Shopping	Plot no.7	Brij	20
10	Residential	Plot no.8	Barsana	14
	Total Units			297

AND WHEREAS; the ‘PROSPECTIVE PURCHASER’, having acquired knowledge as to the intention of the ‘OWNER’, to develop, Khasra no. 24/3 approached them and expressed his/her/their intention, to purchase Residential Apartment No.____, admeasuring Built up area adm.____ Sq. Mtrs (Carpet Area _____Sq. Mtrs) Sq. Mtrs), in “_____”in township known as ‘VATSALYA BHUMI ’ and corresponding _____ % undivided share and interest in the land admeasuring 26884.838 Sq. Mtrs., in Kh. no. 24/3 from and out of total land admeasuring 33,300 Sq. Mtrs., City Survey no. 34, Sheet no. 565/18, situated at Mouza: Wathoda, Tah. & Dist: Nagpur, and also having seen all the documents of title of the ‘OWNER’ and building plan and being fully satisfied in respect thereof, has finally decided to purchase the Residential Apartment No.____, admeasuring Built up area adm.____ Sq. Mtrs (Carpet Area _____Sq. Mtrs) Sq. Mtrs), in “_____”in township known as ‘VATSALYA BHUMI ’ and corresponding _____ % undivided share and interest in the land admeasuring 26884.838 Sq. Mtrs., in Kh. no. 24/3 from and out of total land admeasuring 33,300 Sq. Mtrs., City Survey no. 34, Sheet no. 565/18, situated at Mouza: Wathoda, Tah. & Dist: Nagpur, for consideration of Rs. _____/- (Rupees _____ only), on the terms and conditions as contained herein, as a result of which this agreement is being entered into.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER :-

1. In consideration of the 'PROSPECTIVE PURCHASER', agreeing to pay the consideration of Rs. _____/- (Rupees _____ 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 Built up area adm._____ Sq. Mtrs (Carpet Area _____Sq. Mtrs) Sq. Mtrs), in " _____"in township known as 'VATSALYA BHUMI ' and corresponding _____ % undivided share and interest in the land admeasuring 26884.838 Sq. Mtrs., in Kh. no. 24/3 from and out of total land admeasuring 33,300 Sq. Mtrs., City Survey no. 34, Sheet no. 565/18, situated at Mouza: Wathoda, Tah. & Dist: Nagpur, more particularly described in Schedules 1 and 2 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 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 Kh. No. 24/3, which is binding upon him/her/them. The Residential Apartment No.____, admeasuring Built up area adm._____ Sq. Mtrs (Carpet Area _____Sq. Mtrs) Sq. Mtrs), in " _____"in township known as 'VATSALYA BHUMI ' and corresponding _____ % undivided share and interest in the land admeasuring 26884.838 Sq. Mtrs., in Kh. no. 24/3 from and out of total land admeasuring 33,300 Sq. Mtrs., City Survey no. 34, Sheet no. 565/18, situated at Mouza: Wathoda, Tah. & Dist: Nagpur, to be constructed thereupon, are hereinafter for the sake of brevity referred to as the "said property". The aforesaid Consideration is charged on Built-up area only.

2. Out of the total consideration of Rs.40,00,000/- (Rupees Forty Lakhs Only) against the ‘said property’, the PROSPECTIVE PURCHASER, has, already paid, to the “OWNER”, part consideration of Rs. _____/- in the following manner:

Cheque no./ / Cash	Amount in Rs.	Date	Bank
		Total Consideration	

The balance consideration is required to paid by prospective purchaser to Owner within period of ____ months from the date of this agreement of sale in following manner :-

- 3. The PROSPECTIVE PURCHASER has/have satisfied himself/herself/themselves as to the title of the OWNER to Khasra no. 24/3, 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 Khasra no. 24/3; restrictions on the rights of the other prospective purchasers as to the user of the land of Khasra no. 24/3; 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 '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 scheme 'SHRINATHJI' in "VATSALYA BHUMI" 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 Owner in the "VATSALYA BHUMI", 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 Khasra no. 24/3, 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 23.8.2013, at Serial No.5796/2013. That, as there was some correction in Deed of Declaration, which came to be corrected vide Correction Deed which is duly registered with office of Sub-Registrar, Nagpur-1, at Serial no. 2165/2014, dated 14.3.2014 and the PROSPECTIVE PURCHASER specifically agrees that all restrictions and conditions as are enumerated therein governing the rights of the owners of "VATSALYA BHUMI" 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 township 'VATSALYA BHUMI' , of all kinds, and

- also the charges, assessment or any other levy of any kind whatsoever, imposed upon the unit chosen by him/her/them to be constructed on Khasra no. 24/3, in proportion to the undivided share and 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 OWNER including Electric Meter, Water Meter & Extra work Payment.
 10. THAT if the PROSPECTIVE PURCHASER fails or neglects to pay the balance consideration to the 'OWNER' strictly within the time stipulated in clause 3 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.
 11. 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.
 12. 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.

13. 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 Unit / apartment in Khasra no. 24/3 agreed to be purchased by the 'PROSPECTIVE PURCHASER', and no compensation or consideration therefor, will be claimed by the PROSPECTIVE PURCHASER.
14. The common areas and facilities in the Khasra no. 24/3 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 Khasra no. 24/3.
15. The PROSPECTIVE PURCHASER further agrees to use the common areas and facilities to be provided on Khasra no. 24/3 in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other plot/tenement owners.
16. The parties further specifically agree that, as the 'said property', has to be delivered and sold to the PROSPECTIVE PURCHASER by the OWNER 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 OWNER. No reason for any delay in payment whatsoever will be entertained by the OWNER 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 OWNER being required to do anything further for the same. In such circumstances the amount paid by the PROSPECTIVE PURCHASER, will stand forfeited and the OWNER 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 OWNER. It is however specifically agreed that any leniency shown by the OWNER 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.
17. 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 unit / apartment owners Khasra no. 24/3, 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.
18. 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 OWNER of any obligation under this agreement.
19. The PROSPECTIVE PURCHASER further agrees that he/she/they will not assign or transfer his/her/their rights under this agreement in favour of any other person without the prior written permission of the OWNER, during the continuance of this agreement. In case of an application by the PROSPECTIVE PURCHASER it will be the absolute discretion of the OWNER to grant or refuse the permission sought.

20. It is specifically agreed to between the parties hereto that in case the PROSPECTIVE PURCHASER requires the OWNER to make any changes in the unit / apartment to be constructed on Khasra no. 24/3, the same upon the specific written request of the PROSPECTIVE PURCHASER shall be done by the OWNER 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 OWNER shall not be liable for any consequences thereto in, any manner and the PROSPECTIVE PURCHASER will always keep the OWNER indemnified against any claims damages penalties burdens of any kind whatsoever. No internal changes will be entertained on eleventh Hour.
21. 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 unit / apartment agreed to be purchased by him/her/them, to the Owner or the Competent Authority, appointed in this behalf and will keep the OWNER fully indemnified against the same as the OWNER is not taking it from PROSPECTIVE PURCHASER.
22. 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. 15,000/- have been agreed to be paid by the PROSPECTIVE PURCHASER to the OWNER, 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'.
23. 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'.
24. 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 Khasra no. 24/3, 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.
25. 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.
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 OWNER.

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 Khasra no. 24/3 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 OWNER, 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 be retained by the OWNER and 50 % of rent will be given to apartment owners association and OWNER 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, the PROSPECTIVE PURCHASER has/have specifically read and understood the terms and restrictions mentioned in the Deed of Declaration and states that the same is binding on him/her/them.
31. The "PROSPECTIVE PURCHASER" further covenants that he/she/they shall contribute for maintenance of apartments and so also for other common open spaces and amenities provided on the land being Kh. 24/3.
32. That, PROSPECTIVE PURCHASER, further agrees to pay Rs.25,000/- on every transfer of his/her/their apartment to the unit / apartment owners of VATSALYA BHUMI.
33. The PROSPECTIVE PURCHASER, in addition to the consideration agreed to be paid in terms above, will pay an additional amount of Rs. _____/- to the Owner as mentioned in the Deed of Declaration, for the purpose of creation of the Fund of

Association of Unit / Apartment Owners i.e “VATSALYA BHUMI”, 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.

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

SCHEDULE OF THE PROPERTY

Residential Apartment No.____, admeasuring Built up area adm.____ Sq. Mtrs (Carpet Area _____Sq. Mtrs) Sq. Mtrs), in “ _____”in township known as ‘VATSALYA BHUMI ’ and corresponding 0.398 % undivided share and interest in the land admeasuring 26884.838 Sq. Mtrs., in Kh. no. 24/3 from and out of total land admeasuring 33,300 Sq. Mtrs., City Survey no. 34, Sheet no. 565/18, situated at Mouza: Wathoda, Tah. & Dist: Nagpur, which is bounded as under

East :

West:

North:

South :

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 March, 2015 at Nagpur.

WITNESSES

VEDBHUMI BUILDERS & DEVELOPERS PVT. LTD.

through its Director

The parties to this agreement of undivided share and interest land 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.

1) Mr. Vijay Pawar

Sign_____

Name_____

Address_____

2) Mr. Yogesh Chawda

OWNER

MRS _____

(PROSPECTIVE PURCHASER)