

Item no. 53.597/33, Page no. 1179

Rate as per ready Rec. Rs. 27,600/- Per Sq. Meter

Stamp Duty Rs. _____/-

BEFORE THE SUB-REGISTRAR No. 5 NAGPUR

:AGREEMENT TO SALE:

MARKET VALUED Rs. _____/-

SALE DEED VALUED Rs. _____/-

"EARTH HIGHT-IJ" - "FLAT NO. _____" ON _____ FLOOR SITUATED MOUZA CHIKHLI
KHURD, KH. No. 26/1, 27/2, P. H. No. 39, BEARING CITY SERVERY No. 54, SHEET No. 531/33
AND 530/34 HAVING NET AREA _____ SQ. MTRS. Along with _____ % Undivided share
TAH. & DIST. NAGPUR.

THIS AGREEMENT TO SALE is executed on this ____TH day of ____ 2019 at Nagpur

BETWEEN

SMT. PUSHPA W/o BHALCHANDRA MADANKAR
aged 55 Years, Occ. Service
R/o 20 Kabir Nagar, Mire Layout, Nagpur – 440 009.
Through her constitute Power of Attorney holder

SHRI. PRAVEEN S/o NARAYAN KHARBIKAR,
aged 35 years Occ. Business,
R/o Flat No. 202, Krishna Apartment,
Shesh Nagar, Nagpur.

hereinafter called the "VENDER" which term shall unless repugnant context and meaning thereof always mean & include her heirs, successors legal representative and assignees on the FIRST PART.

EARTH INFRA

PAN No. ABFFM 2182 B
A PARTNERSHIP FIRM
having Office at Manewada road, Nagpur.
Through its PARTNERS

- 1) SHRI. GOPAL S/o RAMDASJI KUMBHARE,
aged 36 years Occ. Business,
R/o 133, Shrikrushna Nagar, Manewada Besa
road, Nagpur. (PAN No. AMFPK 2043 N)
- 2) SHRI. SHYAM S/o DEORAD NIMBALKAR,
aged 47 years Occ. Business,
R/o 80, New Akash Nagar, Vigyan Nagar,
Manewada, Nagpur. (PAN No. ACPPN 3274 Q)
- 3) SHRI. PRAVIN S/o NARAYAN KHARBIKAR,
aged 35 years Occ. Business,
R/o Flat No. 202, Krishna Apartment, Shesh Nagar,
Amar Nagar Road, Nagpur. (PAN No. COVPK 8929 M)
- 4) SHRI. DILIP S/o VINAYAKRAO AHIRRAO,
aged 50 years Occ. Business,
R/o 24, Doye Layout, Zingabai
Takli, Nagpur. (PAN No. AEQPA 2140 D)

hereinafter called the "THE CONSENTOR" which term shall unless repugnant context and meaning thereof always mean & include their heirs, successors legal representative and assignees on the SECOND PART.

AND

SHRI. _____
aged _____ about years; Occ. _____
(Pan No. _____)

R/o _____

hereinafter called the "PURCHASER/S" which expression shall unless repugnant to the context and meaning thereof always mean and include the said Purchaser/s, her/his/theirs respective legal heirs, successors, executors and administrators and assigns on THIRD PART

WHEREAS the subject matter of the instant agreement to sale is WHEREAS, the Party No. 1/Land Owner are the absolute owner of A/J that peace and parcel of the land bearing Plot No. 16 as per Demand and Release Letter of Nagpur Improvement Trust Nagpur total admeasuring 8869.14 Sq. Ft. (823.964 Sq.Mtrs.) out of the layout of being a portion of entire land bearing Khasra No. 26/1, 27/2 of Mouza – Chikhli Khurd, P. H. No. 39, and Corporation House No. 4824/16, Ward No. 20 Sheet No. 531/33 & 530/34 City Survey No. 54, situated at Nagrik Suvichar Gruh Nirman Sahkari Sanstha, Chikhli (Khu), Nagpur, within the limit of Nagpur Municipal corporation Nagpur and Nagpur Improvement Trust Nagpur Tah. and Dist. Nagpur.

First/Original Owner of Land Shri Dinkar S/o Sitaram Satfale and Smt. Sayatrabai Wd/o Sitaramji Satfale, Both R/o Chikhli Khurd Nagpur executed Sale Deed of entire land bearing Khasra No. 26, admeasuring 3 Hecter 19 R of Mauza Chikhli Khurd to Shri Babulal Natthanlal Nayak and one other vide Docu. No. 169/1981 which was Registered before Sub-Registrar Nagpur on 30.01.1981 and after the death of Babulal and shamlal the Legal Heirs was owned and possessed aforesaid property.

The another Owner named Shri. Madanlal S/o Ramchandra Gaur R/o Siraspeth, Mattipura Nagpur executed Sale Deed of land bearing Khasra No. 27/2, admeasuring 0 Hecter 41 R of Mauza Chikhli Khurd to Society named Nagrik Suvichar Gruh Nirman Sahakari Sanstha Maryadit Nagpur vide Docu. No. 2884/2011 which was Registered before Sub-Registrar Nagpur No. 3, on 21.05.2011

The Legal Heirs Shri. Vishal S/o Babulal Nayak and others are transferred the aforesaid property by way of sale to Nagrik Suvichar Gruh Nirman Sahakari Sanstha, Chikhli Khurd, Nagpur and the Society sale the Plot No. 16 to Shri. Vishal S/o Babulal Nayak on 28.06.2011 registered before Sub - registered Nagpur-2, vide document No. 3726/2011.

WHEREAS Shri. Vishal S/o Babulal Nayak R/o Behind Asha Bhavan, Vakilpath, reshimbag, Nagpur transferred by way of sale to "THE PARTY NO.1/VENDOR," on 08.12.2011 registered before Sub - registered Nagpur - 2, vide document No. 6206/2011. & for that purpose he has collect and obtained necessary document i.e. No Objection Certificate from Nagrik Suvichar Gruh Nirman Sahakari Sanstha Maryadit Nagpur on dated 07.12.2011 & for that purpose they are collect and obtained necessary document i.e. she paid the development charges to N.I.T. & obtained Regularization letter from N.I.T. on 16.05.2018.

WHEREAS, thereafter, the vendor applied for conversion of the said Plot in to Non-Agricultural for Residential use, accordingly The Uppar Tahsildar, Nagpur allowed and permitted conversion of the said land/plot into Non - Agricultural for Residential Use, as per Order in Revenue Case No. 6718/NAP-34/2017-18; on 05.06.2018. As a result therefore the VENDOR named above are become an exclusive, absolute and full Owner of the property mentioned below with all heritable and transferable rights therein & the name of the vendor also mutated in all relevant Government and Semi Government records;

(iv) AND WHEREAS the VENDOR later on had decided to develop the above said Plot No. 16, containing by total admeasuring 8869.14 Sq. Ft. (823.964 Sq. Mtrs.) into a Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartments thereon and accordingly VENDOR approached to the "THE PARTY NO.2/ CONSENTOR," & after detail negotiation the VENDOR has executed AGREEMENT OF DEVELOPMENT infavour of BUILDER /CONSENTOR named EARTH INFRA a partnership firm through Partners Shri. Gopal S/o Ramdas Kumbhare and others on 04.07.2019 registered before Sub - registered Nagpur - 5, vide document No. 4561/2019. That she has also executed one GENERAL POWER OF ATTORNEY in fevour Shri. Praveen S/o Narayan Kharbikar (who is the one of the Partner of EARTH INFRA a partnership firm) on 04.07.2019 registered before Sub - registered Nagpur - 5, vide document No. 4562/2019.

(V) AND WHEREAS the BUILDER/CONSENTOR started the construction work on Plot No. 16 and the Building Known & styled as "EARTH HEIGHT II" and the same was sanctioned in the name of VENDOR by the Building Engineer of the Improvement Trust, Nagpur, vide its Building Permit No. B.E.(SOUTH)/AB-S-87444/Tracking No. 201812205/1281 DL 15.07.2019 AND

That, for the purpose giving clear title over the apartment chosen by the purchaser/s and each of other buyer in the said building for original developer had executed Deed of Declaration under sec. 2 of Mah. Ownership Act, the said Deed Of Declaration and the bye laws appended thereto shall always remain binding upon the purchaser/s. The said Deed of Declaration which is

duly registered at serial No. 5433/2019 on dated 30.07.2019 in the office of sub registrar Nagpur – 5, Nagpur.

AND WHEREAS getting all necessary sanctions & permissions as aforesaid the CONSENTOR/BUILDERS intending to commenced construction of a multistoried building containing various residential apartments as per Sanction Building Plan over the said plot.

The name of aforesaid "THE PARTY NO.1/VENDOR," has been recorded in City Survey Office Nagpur and Nagpur Municipal Corporation Nagpur & "THE PARTY NO.1/VENDOR," are in possession of above said property and more particularly described in the schedule hereunder written.

WHEREAS the "THE PARTY NO.3/PURCHASER," herein above named has satisfied themselves in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the "THE PARTY NO.3/PURCHASER," has also seen & approved the Plans of the said Multistoried Building known as "EARTH HIGHTS - II;

WHEREAS the purchaser/s herein above named has satisfied himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser/s has also seen and approved the Plans of the said Multistoried Building known as "EARTH HIGHTS - II";

AND WHEREAS the aforesaid PURCHASER/S desirous of owing the aforesaid property described fully in the schedule hereunder with heritable transferable right there in have approached to the Vendor/Builder and express his desirous to purchase the aforesaid property along with _____% undivided share and interest all that piece and parcel of land bearing Plot No. 16, Khasra No. 26/1, 27/2 of Mouza - Chikhli Khurd, P. H. No. 39 in the layout of Nagrik Suvichar Gruh Nirman Sahakari Sanstha Nagpur, admeasuring 8869.14 Sq. Ft. (823.964 Sq.Mtrs.) to the related FSI in relation to thereto and the net area of the Apartment having Sheet No. 531/33 & 530/34 City Survey No. 54, together with residential Flat No. (_____) covering Net area _____ Sq. Mtrs., on _____ floor of the building known and styled as "EARTH HEIGHTS-II" standing thereon together with all common areas and all easementary rights and amenities to this apartment bearing Corporation House No. 4824/16, Ward No. 20 within the limit of Nagpur Municipal corporation Nagpur and Nagpur Improvement Trust Nagpur Tah. and Dist. Nagpur & after negotiation as the 'VENDOR/DEVELOPER/ BUILDER are agreed to sell the said property with all their rights, title, interest to the Purchaser & the PURCHASER/S has specifically agreed to purchase the same for a total consideration of Rs. _____/- (Rupees _____ only) on the following terms & conditions :-

NOW THEREFORE THIS DEED OF AGREEMENT OF SALE WITNESS AS UNDER :

The VENDOR/DEVELOPER/BUILDER do hereby agreed to sale, transfer, convey and assign all right title interest in the property consisting of _____% undivided share and interest all that piece and parcel of land bearing Plot No. 16, Khasra No. 26/1, 27/2 of Mouza - Chikhli Khurd, P. H. No. 39 in Nagrik Suvichar Gruh Nirman Sahakari Sanstha Nagpur, admeasuring 8869.14 Sq. Ft. (823.964 Sq.Mtrs.) to the related FSI in relation to thereto and the net area of the Apartment having Sheet No. 531/33 & 530/34 City Survey No. 54, together with residential Flat No. Flat No. (_____) covering Net area _____ Sq. Mtrs., on _____ floor of the building known and styled as "EARTH HEIGHTS II" standing thereon together with all common areas and all easementary rights and amenities to this apartment bearing Corporation House No. 4824/16, Ward No. 20 within the limit of Nagpur Municipal corporation Nagpur and Nagpur Improvement Trust Nagpur Tah. and Dist. Nagpur more fully described in the schedule annexed hereto forming the part and parcel of this deed and the same is hereinafter referred to as "The Said Flat"

WHEREAS the Vendor have agreed to sell and the purchaser/s has specifically agreed to purchase the said Flat for a total Valuable consideration of Rs. _____/- (Rupees _____ only) agreed to be paid by the Purchaser/s to the Vendor in the manner appearing hereinbelow :

MANNER OF PAYMENT

Rs. 00,00,000/- (Rupees _____ Lakh only) Paid by the Purchaser to the Vendor by Cheque No. _____, Dt. _____ drawn on _____ branch (i.e. at the time of this Agreement.)

Rs. 00,00,000/- (Rupees _____ Lakh _____ only) Paid by the Purchaser to the Vendor by Cheque No. _____, Dt. _____ drawn on _____ branch (i.e. at the time of this Agreement.).

Rs. 00,00,000/- (Rupees _____ Lakh only) Paid by the Purchaser to the Vendor (i.e. at the time of Third Slab of Apartment.)

Rs. 00,00,000/- (Rupees _____ Lakh only) Paid by the Purchaser to the Vendor (i.e. at the time of Fifth Slab of Apartment.)

Rs. 00,00,000/- (Rupees _____ Lakh _____ only) Paid by the Purchaser to the Vendor (i.e. at the time of Brick work of Apartment.)

Rs. 00,00,000/- (Rupees _____ Lakh only) Paid by the Purchaser to the Vendor (i.e. at the time of possession.)

Rs. _____/- (Rupees _____ Lakh only) Total

The property of the VENDOR is free from all encumbrances or all kinds whatsoever and also free from payment of any revenue, taxes, assessments, ceases etc., levied thereon & payable up to date. And it is agreed by the PURCHASER/S that if above mentioned cheque/s given to the VENDOR/DEVELOPER/BUILDER and if any one of the cheque/s are bounce or not clear by bank, in such condition the agreement stand cancelled and no such claim of the Purchaser/s will be entertained.

It is further agreed by the parties that if Purchaser/s wants to cancel the this agreement to sale, then in that condition till the date of cancellation what are the amount paid by them to the Vendors, out of which 10% of the amount will be deducted and remaining balance amount will be refund to the Purchaser/s after one month from the date of cancellation of the deed.

NOW THEREFORE AGREED THE PARTIES THERETO

1. The VENDOR/DEVELOPER/BUILDER shall sell and the PURCHASER/S shall purchase _____% undivided share and interest all that piece and parcel of land bearing Plot No. 16, Khasra No. 26/1, 27/2 of Mouza - Chikhli Khurd, P. H. No. 39 in Nagrik Suvichar Gruh Nirman Sahakari Sanstha Nagpur, admeasuring 8869.14 Sq. Ft. (823.964 Sq.Mtrs.) to the related FSI in relation to having Sheet No. 531/33 & 530/34 City Survey No. 54, together with residential Flat No. _____ (_____) covering Net area _____ Sq. Mtrs., on _____ Floor of the building known and styled as "EARTH HEIGHTS II" standing thereon together with all common areas and all easementary rights and amenities to this apartment bearing Corporation House No. 4824/15, Ward No. 20 within the limit of Nagpur Municipal corporation Nagpur and Nagpur Improvement Trust Nagpur Tah. and Dist. Nagpur and more particularly described in the Schedule hereunder written for a total Valuable consideration of Rs. _____/- (Rupees _____ only).

2. THAT the PURCHASER/S have seen, verified and inspected all relevant original documents of title of the vendor and other documents relating to right and authority of the Vendor and also verified & inspected regularization letter, building permit, sanctioned Building Plan Deed of Declaration etc. relating to said Flat/Apartment. The PURCHASER/S have also made relevant inquiry about the said Plot and Apartments from concerned authorities of government & semi-government and fully satisfied with right, title and authority of the Vendor, being good, Valid and marketable. The PURCHASER/S also inspected the site of the apartment scheme and after inspection and satisfaction of the site agreed to purchase the above mentioned flat and hereinafter it shall not be open to the PURCHASER/S to question the right, title and / or authority of the Vender before any forum or to make any claim in respect thereof. The PURCHASER/S shall not make any claim and raise any complaint or objection before any forum, authority, department, court as to the title, authority, facilities, amenities, specification, sanction etc.

3. That as on today the construction work is the said Apartment scheme is in progress. The Vendor/Builders shall complete the above said work and make the said flat available for occupation by the PURCHASER/S within 18 (Eighteen) months from today at the time of execution and registration of sale deed. The Vendor/Builder shall not incur any liability if the vendor/ builder are unable to deliver possession of the said flat within the period stipulated above, if the completion of the building is delayed by reasons if non-availability of steel, cement, other building material, water or electric supply, War, civil commotion or act of God, any notice, ban, order, rule, notification of the Government and/or other public or competent authority or any other reasons beyond the control of the Vendor/Builder and in any of the aforesaid event the Vendor/Builder shall be entitled to a reasonable extension of time for construction and delivery of possession of the said Flat/Premises. The Purchaser/s shall not be entitled to claim any right or litigate with the Vendor/Builder on that count and further in the event of delay of delivery of possession.
4. The possession of the said Flat will be delivered to the Purchaser/s after the said building is ready for use and occupation provided all the amount of stamp duty for execution and registration of sale deed payable by the Purchaser/s under this agreement are to be paid to the Vendor/Builder. The Purchaser/s shall take possession of the said premises within 7 days of the Vendor/Builder giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation. Before taking possession, the Purchaser/s shall make inspection of the said premises and satisfy themselves there are no defects in the said premises. After taking possession of the said premises/ flat the Purchaser shall not raise any dispute with regard to the amenities in the Building or quality of the material used or any change in construction and the Purchaser/s shall deem to have absolved the Vendor/Builder, of any such liability.
5. THAT the DEVELOPER/BUILDER shall be in exclusive charge of the construction of the said Multistoried Building, without any let or hindrance or interference by the Purchaser/s or any other person claiming through the Purchaser/s and in any circumstances the Purchaser shall not be entitled to enter in any contract in respect of the flat in question with any other Engineer, Architect or advisory agency for construction or modification.
6. That the vendor shall erect and build the proposed multistoried building consisting of various self contained separate apartment therein in accordance with the plan sanction by the Nagpur Improvement Trust, Nagpur or with such minor modifications which become necessary for betterment of the project. No deviation shall be made in the sanctioned Plan/Extra/ Additional facilities shall however be provided by the vendors at the request of the Purchaser/s subject to extra payment thereof to be made by them in advance.

7. That the VENDOR/DEVELOPER/BUILDER has reserved their right to revise the sanction plan subject to approval of the Nagpur Improvement Trust, Nagpur, with the consent of the purchaser/s.

8. That the Purchaser/s have finally chosen to own and possess the said apartment/Flat of the building more particularly described in the schedule hereunder written, as per the sanction plan and specification mentioned herein.

9. THAT the said Flat is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to restriction and right of the VENDOR/DEVELOPER/BUILDER on the remaining undivided share in the said plot and other built-up spaces in the proposed building effecting the same and if any mis-statement error or omission shall be will always be subject to correction by the parties hereto.

10. The PURCHASER, shall not use the said Flat for any purpose other than the residential purposes and shall not act in any manner so as to cause any nuisances or annoyance to the occupiers of the other flats in the said building. The Purchaser/s shall further undertake to use the said Flat/Premises for residential purposes only and they shall not convert the said flat into any Shop, Tuition Classes, Academic Institution, Beauty Parlor, Tailoring Shop, Hotel, Club, Casino or any illegal and immoral activities and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring, ceiling or walls of any other property or floor, or in any manner interfere with the use of space, passages or amenities available for common use. The Purchaser shall also not store any hazardous materials in the flat or in the common areas of the Building or in the said premises.

11. That the VENDOR/DEVELOPER/BUILDER shall not held responsible for any loss or damages suffered during the subsistence of the instant deed account of any natural calamity such as earth quake, flood, etc. or act of God and further shall not be liable for any direct, indirect, punitive, incidental or consequential loss, demand or damage suffered by any person due to loss of document, delay in postal services and any other eventualities beyond the control of VENDOR/DEVELOPER/BUILDER.

12. That the VENDOR/DEVELOPER/BUILDER shall execute a proper sale deed relating to the said flat as also the proportionate undivided share and interest in the said land in favour of Purchaser/s herein and get the same duly registered in accordance with the law in force.

13. THAT for the purpose of transferring clear and marketable title to the purchaser/s or other flat purchasers of the said Multistoried Building the Vendor executed a Deed of Declaration under section 2 of the Maharashtra Apartment ownership Act 1970 and the said Deed of Declaration and the bye-

14. THAT the Purchaser/s agrees that the **VENDOR/DEVELOPER/BUILDER** shall incorporate, if required any such terms, conditions stipulations and restrictive covenants in the instant deed or further agreement of sale or in the Sale Deed as are not set forth herein but which may be deemed necessary or expedient or expedient to regulate the terms, conditions and easement rights of the other Apartment owners interest, in accordance with the provision of the Maharashtra Apartment Ownership Act 1970 and the rules made hereunder.
15. That the undivided proportionate share and interest in the said land hereby agreed to be sold will be held by the Purchaser jointly with the Vendors/Builders and other Purchaser/s of the same scheme chosen by them in the proposed building and shall be owned and possessed by the Purchaser/s with heritable and transferable rights therein.
16. That the Purchaser/s shall pay proportionate share of assessment charges and other dues accruing and payable in respect of the said Flat with effect from the date of this agreement onwards and shall keep the **VENDOR/DEVELOPER/BUILDER** indemnified against such payment.
17. The **DEVELOPER/BUILDER** shall under normal conditions construct the said building as per the plans seen and approved by the Purchaser/s with such variations and modifications as may be necessary on the technical conditions as the builder may consider necessary or may be require by any public or local authority.
18. That commencing a week after notice in writing is given by the **VENDOR/DEVELOPER/BUILDER** to the flat Purchaser/s that the flat is ready for use and occupation, the flat Purchaser/s shall be liable to bear and pay the proportionate share of all outgoing in respect of the said plot and building namely local taxes, betterment charges or such other levies by the concerned local authority or government, water charges, insurance, common usages, lights repairs other miscellaneous charges, charges levied by the associations for maintenance of the building stamp duty and registration fees and sale tax, value added tax, service tax or any future unseen taxes and liabilities if imposed by the Government etc. and amount for legal charges including other expenses, necessary and incidental to the management and maintenance of the said land buildings to the vendor and upon clearance the **VENDOR/DEVELOPER/BUILDER** shall execute sale deed in respect of the said flat and deliver the actual possession to the Purchaser/s.
19. The **VENDOR/DEVELOPER/BUILDER** shall be entitled to make full use of F.S.I. in respect of the said plot as may be available in future or at present and the Purchaser/s shall have no right to question the same. If the F.S.I. in relation to the said land increases at any future date the Purchaser/s shall not prevent or obstruct the **VENDOR/DEVELOPER/BUILDER** in utilizing such additional F.S.I. in some other project and in such event the percentage and

proportionate of undivided share in the said plots shall always be subject to proportionate reduction in the undivided proportionate land share of the Purchaser/s and such case the Purchaser shall not claim any proportionate reduction of the cost price of the land as a component of the cost of the flat.

20. The VENDOR/DEVELOPER/BUILDER shall not deliver the actual possession of the said flat to the Purchaser/s until the charges for installations of electric meter and water meter etc, paid by Purchaser/s to the VENDOR/DEVELOPER/BUILDER

21. The Basic Price of the flat and provision for other charges in respect of the flat have been fixed keeping in view the normal practices conventions & the statutory requirements as of date. Should at any time hereafter, either by statutory requirement, it become necessary to provide for any further equipment/facilities etc, or there be any demands or levies by any authorities, then the cost of such additional provision, installations, demands of levies, taxes or other taxes imposed by Central and/or State Government or any authorities shall be charged additionally on the sale price of the flat, proportionate to the area of the flat, all these thing will be borne by the flat owner(s)/purchaser(s)&/or his/her/their association/Builder etc.

22. The Purchaser/s shall have no claim in the Building and various other tenements in the Building and other structures and shall not have exclusive right on open spaces, lobbies or the terraces of the building and all other specified and unspecified spaces save and except in respect of the premises hereby agreed to be acquired by the Purchaser.

23. That Purchaser/s undertakes to pay the proportionate maintenance charges in respect of sweeper, cleaning, consumption of electricity, lights etc & further for maintenance and further if any problem arise and unidentified liabilities are exposed, it will impact on the property's value and result in unexpected maintenance bills, shall be born by the flat Purchaser/s. Further if in case of use of the lift by the purchaser if in case any problem or accident occurs the VENDOR/DEVELOPER/BUILDER shall not be held liable and responsible of any damages or compensation. It is agreed by the Purchaser/s and DEVELOPER/BUILDER wants to maintained the aforesaid scheme for maintenance and supervision, in that condition it is mandatory and binding on the Purchaser/s that he will have to pay Rs. 1500/- Per Month to the DEVELOPER/ BUILDER

24. The purchaser/s hereby agrees and undertakes to be a member of Co-Operative Society or Limited Company or an Apartment Owners Association to be formed as may be decided by the VENDOR/DEVELOPER/BUILDER and also from time to time to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation of such incorporate body. The Memo & Articles of Association or Rules or Bye Laws of such body as the case may be shall be binding on the purchaser/s and to pay all necessary charges in respect of the same.

25. THAT all expenses on account of this agreement & the sale deed as well, including the cost of Stamp duty, Registration fees, GST and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the DEVELOPER/BUILDER only.

26. THAT the Purchaser/s shall individually pay all corporation taxes, cesses, Nagpur Improvement Trust, Nagpur charges etc. as may be levied on the Tenement chosen by them with effect from the date of their taking over actual possession thereof or from the date of sale deed, whichever is earlier.

27. THAT the Purchaser/s hereby agrees that they shall not occupy the said Apartment without prior written permission of the VENDOR/ DEVELOPER/ BUILDER, else shall they be treated as a trespasser.

28. THAT it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising R.C.C. and Brick work. It is understood by the Purchaser/s that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction & expansion or unequal settlement of footing are likely those due to unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus five percent variations in dimension shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations.

29. THAT all the provisions of Maharashtra Apartment Ownership Act 1970 shall be applicable to this Agreement.

30. That this Agreement is subject to the jurisdiction of the Competent Civil Court at Nagpur.

SCHEDULE OF PROPERTY

_____ % undivided share and interest in All that place and parcel of land bearing Plot No. 16, being a portion of the entire land bearing Khasra No. 26/1, 27/2 of Mouza - Chikhli Khurd, P. H. No. 39 in the layout of Nagrik Suvichar Gruh Nirman Sahakari Sanstha Nagpur, containing by admeasuring 3869.14 Sq. Ft (823.964 Sq.Mtrs.) TOGETHER with entire R.C.C. superstructure comprising Apartment/residential Flat No. _____ (_____) on _____

_____ Floor in the building known and styled as "EARTH HEIGHTS-II" covering Net Built Up area _____ Sq. Mtrs., vide Sheet No. 531/33 & 530/34 City Survey No. 54, standing thereon together with all common areas and all easementary rights and amenities to this apartment bearing Corporation House No. 4824/16, Ward No. 20 within the limit of Nagpur Municipal

corporation Nagpur and Nagpur Improvement Trust Nagpur Tah. and Dist. Nagpur. Bounded over as under:-

ON THE EAST :- Road
 ON THE WEST :- Plot No. 15
 ON THE NORTH :- Other layout
 ON THE SOUTH :- Open P. U. land

IN WITNESS WHEREOF the aforesaid VENDOR/DEVELOPER/BUILDER and the PURCHASER/S have to put their respective hands after understanding the contents of the Agreement To Sale & admitting to be correct at Nagpur on the day, month and year first mentioned hereinabove.
 Drafted by

Adv. D.V. AHIRRAO

PUSHPA B. MADANKAR

Power of Attorney holder

SHRI. PRAVEEN N. KHARBIKAR

EARTH INFRA

through its PARTNERS

1) SHRI. GOPAL R. KUMSHARE

2) SHRI. SHYAM D. NIMBALKAR

3) SHRI. PRAVIN N. KHARBIKAR

4) SHRI. DILIP V. AHIRRAD

SHRI.
(PURCHASER)

WITNESSES

1) Sign _____

Shri. _____

R/o _____

2) Sign _____

Shri. _____

R/o _____

ALLOTMENT LETTER

To,

Shri -----S/o ----- We are please to inform you that you have been allotted Flat No. ----- on -----Floor in Earth Heights -II (B Wing) apartment located at Plot No.16,Khasra No.26/1,27/2 of Mouza Chikhali, P.H. N. 39, situated at Nagrik Suvichar Gruh Nirman Sahakari Sanstha, Chikhali Khurd Nagpur,Sheet No. 531/33 & 530/34 ,City Survey No. 54 Comprising of super built up structure of ----- Sq Ft (Approx.) as per your request and choice on first come and serve basic with consideration amount of Rs ----- (-----)including car parking space. This is for your kind notice & record please.

Your Sincerely


Earth Infra
Partner