

AGREEMENT TO SELL FOR RS. _____ ONLY
(RUPEES _____ ONLY)
READY RECKONER VALUE RS. _____ ONLY

THIS AGREEMENT TO SELL is made on this _____ day of JANUARY, 2020, BETWEEN : M/S. SHREE CONSTRUCTION, A Proprietary Concern, having its Office at 262, Maharshree Shivpada Apartments, West High Court Road, Bajaj Nagar, Nagpur (Income Tax PAN ALKPK7087Q) and acting through its Proprietor SHRI. SACHIN S/o ASHOK KHARE, Aged about 40 Years, Occupation – Business, Income Tax PAN ALKPK7087Q, Resident of Plot No. Q-20, “Shree Residency”, Laxminagar, Nagpur-440022, Tahsil and District – NAGPUR, hereafter called the VENDOR, which expression shall, Unless repugnant to the context or meaning thereof always mean and include the said PROPRIETORY CONCERN and its PROPRIETOR, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

Contd. ...

_____, Aged _____ Years, Occupation – _____, Income Tax PAN _____, Resident of _____, Tahsil and District - NAGPUR, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS, the Vendor named hereinabove is full and absolute Owner in possession of the property comprising ALL THAT Piece and parcel of land bearing Plot No. 1 (ONE) out of the sanctioned layout containing by admeasurement 1943.281 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 107/3-7 & 107/4 of MOUZA –JAITALA, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 628 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR hereinafter referred to as '**said Property**'; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 107/3-7 of MOUZA – JAITALA, P.S.K. 44 admeasuring 0.93 Hectares, Rental Rs. 2.97, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 628 & 629 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR, Originally belonged to Shri. Narayan Raut, being his separate property; AND

WHEREAS consequent upon the death of Shri. Narayan Raut leaving behind him, his widow Smt Manjulabai Narayan Raut, 3 son namely Shri. Asaram Narayan Raut, Shri. Krushna Narayan Raut, Shri. Maroti Narayan Raut and only daughter namely Mrs. Rekha Ramkrushna Pangul, as the only legal heirs of the deceased; AND

WHEREAS the aforesaid Smt Manjulabai Narayan Raut and Mrs. Rekha Ramkrushna Pangul relinquished their right, title and interest in respect of the said property in favour of Shri. Maroti Narayan Raut, by a Deed of Release dated 04-01-2013, which is duly registered at the Office of the Joint Sub-Registrar Nagpur- 5 in Book No. 1 at Sr. No. 389 on even date; AND

WHEREAS the aforesaid Shri. Asaram Narayan Raut left for heavenly abode on 22-12-2012 and consequent upon his death his share and interest in the said property devolved upon his Widow Smt. Sindhutai Asaram Raut, only son Master Sameer Asaram Raut and 2 daughters Miss. Priyanka Asaram Raut and Miss. Darshana Asaram Raut, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the aforesaid Shri. Krushna Narayan Raut and Shri. Maroti Narayan Raut Smt. Sindhutai Asaram Raut, Master Sameer Asaram Raut, Miss. Priyanka Asaram

Raut, Miss. Darshana Asaram Raut, later on transferred the aforesaid property comprising Khasra No. 107/3-7 of MOUZA – JAITALA, P.S.K. 44 by way of Sale to Shri. Prafulla Vinodrao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindrao Gudadhe and Shri. Chetan Arvindrao Gudadhe, by a Sale Deed Dated 28-02-2013, which is duly registered at the Office of the Sub-Registrar, Nagpur-8 in Book No. 1 at Sr. No. 305 on even date; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 107/4 of MOUZA – JAITALA, P.S.K. 44 admeasuring 0.78 Hectares, Rental Rs. 2.72, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 628 & 629 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR, Originally belonged to Shri. Dinesh ishwarrao Gudadhe and Shri. Jayant Ishwarrao Gudadhe, being their ancestral property; AND

WHEREAS the aforesaid Shri. Dinesh ishwarrao Gudadhe and Shri. Jayant Ishwarrao Gudadhe later on transferred the aforesaid Kh. No. 107/4 of MOUZA – JAITALA P.S.K. 44 admeasuring 0.78 Hectares, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR by way of Sale to Shri. Prafulla Vindorao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindao Gudadhe and Shri. Chetan Arvindrao Gudadhe, by a Sale Deed Dated 20-11-2013, which is duly registered at the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 8101 on even date. As a result therefore the aforesaid Shri. Prafulla Vindorao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindao Gudadhe and Shri. Chetan Arvindrao Gudadhe have become the Joint/Co-owners of the aforesaid property comprising Kh. Nos. 107/3-7 & 107/4 of Mouza – Jaitala with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the aforesaid Kh. Nos. 107/3-7 & 107/4 of MOUZA -JAITALA converted for Non-Agricultural (Residential) Use by the Collector, Nagpur bearing No. Prastutkar/Jilhadhikari/Kavi-382/2015 dated 15-04-2015 passed in Revenue Case No. 305/NAP-34/2014-2015; AND

WHEREAS for the purpose of development of said land the aforesaid Shri. Prafulla Vindorao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindao Gudadhe and Shri. Chetan Arvindrao Gudadhe entered into an Agreement of Development with Nagpur Improvement Trust on 17-04-2015 upon several terms and conditions contained therein; AND

WHEREAS in terms of the said Agreement, the Assistant Director, Town Planning, Nagpur Improvement Trust, has recommended and approved the layout Plan of said land vide its Letter No. ADTP/PL./1981 Dated 17-04-2015; AND

WHEREAS the aforesaid Shri. Prafulla Vindorao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindao Gudadhe and Shri. Chetan Arvindrao Gudadhe have applied to Nagpur Improvement Trust for final sanction & release of Plot Nos. 1, 5, 6, 7, 8, 9 & 11 and Executive Engineer(W), Nagpur Improvement Trust, Nagpur has sanctioned and released the Plots vide Letter No. E.E.(W)/3612 dated 07-01-2017, and as per the said Release Letter of Plot No. 1 admeasuring 1943.281 Sq. Mtrs.; AND

WHEREAS the aforesaid Shri. Prafulla Vindorao Gudadhe, Shri. Atul Vinodrao Gudadhe, Shri. Charudatta Arvindao Gudadhe and Shri. Chetan Arvindrao Gudadhe lateron transferred the aforesaid property comprising ALL THAT Piece and parcel of land bearing Plot No. 1 (ONE) out of the sanctioned layout containing by admeasurement 1943.281 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 107/3-7 & 107/4 of MOUZA –JAITALA, P.S.K. 44, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 628 & 629 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR by way of Sale to M/s. Shree Construction, the Vendor named hereinabove, by a Sale Deed Dated 25-10-2019, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 7402 on even date. As a result therefore the Vendor has now become an exclusive, absolute and full owner of the aforesaid Plot No. 1 with heritable and transferable rights therein; AND

WHEREAS the Vendor later on decided to develop the aforesaid Plot of land into a COMMERCIAL/RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various Shops and self contained separate Apartments therein; AND

WHEREAS the Vendor has accordingly prepared a plan of a Multistoried building then proposed to be constructed on the said Plot No. 1 and to be known and styled as "SHREE RESIDENCY" and the same is duly sanctioned and approved by Building Engineer (W), Nagpur Improvement Trust vide his Building Permit No. _____ Dated _____; AND

WHEREAS the Purchaser hereinabovenamed has satisfied herself/himself in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has also seen and approved the Plan of the proposed Multistoryed building; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoryed building for her/his Residential Use with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided proportionate share and Interest in the said Plot No. 1 Togetherwith the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of " **SHREE RESIDENCY**"; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the Undivided _____ Percent share and interest in the said Plot of land Togetherwith the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. on the _____ FLOOR of a Building proposed to be constructed thereon and to be known and styled as "SHREE RESIDENCY" to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and parcel of land bearing Plot No. 1 (ONE) out of the sanctioned layout containing by admeasurement 1943.281 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 107/3-7 & 107/4 of MOUZA – JAITALA, P.S.K. 44 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. on the _____ FLOOR of a Building proposed to be constructed thereon and to be known and styled as "SHREE RESIDENCY", bearing City Survey No. 628 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and more particularly described in the FIRST and SECOND Schedules hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials.

MANNER OF PAYMENT:

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor at the time of Booking, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Plinth Level.

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

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of First Floor Slab.

- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Second Floor Slab.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Third Floor Slab.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Fourth Floor Slab.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Fifth Floor Slab.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of First Floor Plaster.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Second Floor Plaster.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Third Floor Plaster.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Fourth Floor Plaster.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the Completion of Fifth Floor Plaster.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor at the completion of Finishing Level.
- Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor on or before taking over the actual possession of the chosen Apartment.

Rs. (TOTAL RUPEES _____ ONLY)

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due dates. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendor shall within 3 (THREE) Months from the date of such cancellation return back the amounts till then received by it, to the Purchaser free of any interest thereon and also after deducting therefrom a fixed sum of Rs. 1,00,000/- (Rupees One Lakh) Only by way of liquidated damages. It is also specifically understood by the Purchaser that the delay in securing sanction to the Housing Loan, if any, applied for by her/him, shall not be a ground for non payment of any of the installments on due dates.

(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 has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted' the same without any further investigation.

(5) THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the Shall not annul this contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Vendor shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchaser.

(7) THAT the Vendor shall erect and build the proposed Multistoreyed building consisting of various Shops and self contained separate Apartments therein strictly in accordance with the Plan sanctioned by the Building Engineer, Nagpur Improvement Trust/Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur and the specifications mentioned in ANNEXURE-A appended hereto.

(8) THAT the Vendor has reserved his right to revise the sanctioned Plan subject to approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(9) THAT the Purchaser has 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 Vendor shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of Electric and Water Meters, Transformer Charges, Legal Expenses, Stamp Duty and Registration Fees and Goods & Service Tax (GST), etc. are paid by her/him in full to it.

(11) THAT the Vendor shall be exclusive incharge of the construction without any let or hindrance or interference by the, Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Vendor.

(12) THAT during the period of building construction the Purchaser with Two days advance Intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications and the Building materials, if available at site.

(13) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers In the said building, the Vendor has executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly registered at the Office of the Joint-Sub Registrar, Nagpur-4 in Book No.1, at Sr. No. _____ on _____. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

(14) THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provision of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

(15) THAT the available open space (excluding the Restricted Area mentioned in the Deed of Declaration) the common areas and common facilities as may be provided in the said Building including full terrace on top floor 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 Purchaser severally or jointly with any other Apartment Owner or Owners.

(16) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end the amount till then subscribed by the Purchaser towards the cost of construction of the

Apartment chosen by her/him shall be refunded to her/him free of any interest thereon and also after deducting therefrom a Fixed sum of Rs. 1,00,000/- (Rupees One Lakh) Only by way of liquidated damages within 3 (THREE) Months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of Course. In such event the Vendor 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 without any further notice or reference to the Purchaser.

(17) THAT the Purchaser hereby specifically agrees with the Vendor that even after her/his taking over the actual possession of the Apartment chosen by her/him, she/he will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

(18) THAT the Vendor reserves his right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to the said Plot of land is increased at any future date and in such event the Purchaser shall not in so prevent or obstruct the Vendor in so utilising and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(19) THAT the Purchaser further agrees to pay to the Vendor the Goods & Service Tax (GST), if any, levied by Government of Maharashtra or Union of India on the cost of construction of the said Apartment or on the cost of Building materials used or the cost of land as the case may be and shall always keep the Vendor indemnified against the same.

(20) THAT the Purchaser shall individually pay all Corporation Taxes and Cesses etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof whichever may be earlier.

(21) THAT the Vendor shall deliver the actual possession of the Undivided share and interest in the said Plot of land Togetherwith Apartment No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his nominee(s) at the time of Registration of the Sale Deed, which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said Plot of land jointly with the other co-owners thereof and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(22) THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else she/he shall be treated as a tress passer.

(23) THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of Goods Service Tax (GST) and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, he will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR in favour of the Purchaser or the nominee(s) appointed by her/him and get the same duly registered at her/his costs in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by her/him to the Vendor.

(24) THAT the Purchaser shall pay proportionate share of Non Agricultural assessments and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession whichever is earlier onwards and shall always keep the Vendor indemnified against such payments.

(25) THAT, the Purchaser shall before delivery of possession or registration of Sale Deed, whichever is earlier, separately pay about sum of Rs, 1,00,000/- (Rupees One Lac) Only to the Vendor towards Maintenance Deposit for the Residential Premises hereby agreed to be sold.

(26) THAT it is specifically agreed and understood by and between the parties hereto that, the Purchaser shall not carry out any construction works, structural repairs, additions, renovation or alterations, nor disturb the beams etc. inside the said Apartment hereby agreed to be sold any time in future. If any necessary renovation is required and which is not disturb Structure of the said Building, then in such event it is obligatory on the part of the Purchaser to first obtain Prior necessary Written Permission from the Vendor and then only she/he shall be liable to carried out such works.

(27) THAT the walls of the said Apartment are built in Hallow ACC Bricks and therefore for safety point of view, it is obligatory on the part of the Purchaser that if she/he desire to fixing any Racks, Fans, Cooler Brackets, Nails in the internal/outer Wall of the said Apartment, then in such event she/he shall fixing the said Racks/Nails etc. by using the drilling Machine only and not any other way so as to damage the Walls. In case any damages or loss occurring to the said Building during such repairing/renovation/ alteration works, then in such event it shall be the sole liability and responsibility of the Purchaser to pay such compensation charges to the Vendor for the loss occur without assigning any reason or excuse.

(28) THAT it is compulsory for the Purchaser to obtain prior permission from the Owner execution of any interior or renovation work to the Apartment hereby agreed to be sold and without permission no work can be done. Such works can only be performed during the Hours of 10.00 AM to 7.00 PM only. No works shall be done on Sunday.

(29) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as ANNEXURE-A. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus one percent variation in dimensions shown in sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(30) THAT the Vendor shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor indemnified against the same. However the Vendor shall use and install standard proprietary items in the said Apartment and it shall also see that he is property working at the time of installation.

(31) THAT all notices to be served on the Purchaser as contemplated by Agreement shall be deemed to have been delivered and served if sent to the Purchaser by Registered Post or Under Certificate of Posting at her/his address as described above.

(32) THAT the Purchaser undertakes to notify in writing any change in her/his address to the Vendor.

(33) THAT it is agreed by and between the Parties hereto that any dispute arising between the parties hereto shall be referred to the Arbitration of appointed by both the Parties hereto. The Arbitrator will have the authority and power to - (A) Interpret the terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of Apartment, (C) To settle the Complaint regarding construction etc. The Parties hereto are also at liberty to refer any other matter between them to the Arbitrator he shall decide the same and the award of Arbitrator shall be final and conclusive and binding on the parties hereto. In view of this Agreement regarding Arbitration, the Parties hereto specifically agree not to approach any court of law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration Proceedings.

(34) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.

(35) THAT on obtaining the 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 her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

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

(37) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT Piece and parcel of land bearing Plot No. 1 (ONE) out of the sanctioned layout containing by admeasurement 1943.281 Sq. Mtrs. being a portion of the entire land bearing Kh. Nos. 107/3-7 & 107/4 of MOUZA –JAITALA, P.S.K. 44 bearing City Survey No. 628 and Sheet No. 41(593) of Mouza – Jaitala, situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and bounded as under:-

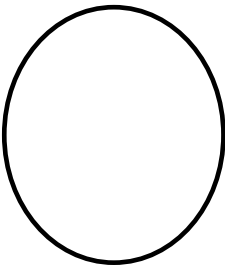
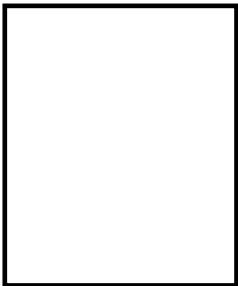
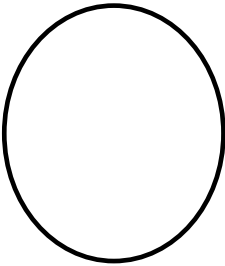
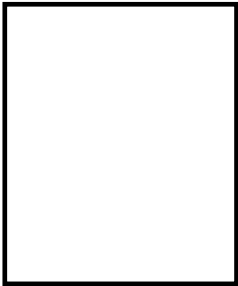
ON THE EAST	-	BY PLOT NOS. 8, 7, 6, 5 & 4,
ON THE WEST	-	BY 15 MTRS. WIDE ROAD,
ON THE NORTH	-	BY LAND OF CITY SURVEY NOS. 625 & 626,
ON THE SOUTH	-	BY PLOT NO. 2.

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed on the aforesaid Plot of land and to be known and styled as "SHREE RESIDENCY" covering a Built-up area of _____ Sq. Mtrs. including/excluding the share in staircase and balconies for Upper Floors.

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. SHREE CONSTRUCTION (SACHIN ASHOK KHARE) Proprietor <u>VENDOR</u>
02			(_____) <u>PURCHASER</u>
<u>WITNESSES :-</u> (1) _____ (2) _____			