# AGREEMENT TO SELL

**Valued at Rs. _____/-**

Market Value as per A.S.R. Rs. _____/-

Mouza: Wanadongri, P.H. No. 46, Survey Nos. 189 and 191, Item No. _____, Rate Rs. _____/- per Sqr. Mt. for Residential Apartment.

Deed of Declaration dated 02-11-2018 registered at Sr. No. 4638/2018 in Book No. 1 on 03-11-2018 with Sub Registrar, Hingna.

THIS AGREEMENT TO SELL is made and executed at Nagpur on this ____ day of _____, 2019.

**BETWEEN**

**M/s. L K CONSTRUCTIONS** (PAN:AHLPK2133L), a Proprietary Concern having its Office at First Floor, Shubham Apartment-III, Priyadarshini T-Point, Hingna Road, Nagpur through it's **Proprietor SHRI SUBHASH S/o MOTIRAMJI KASULKAR**, aged about 54 years, Occupation: Business, R/o "Manjusha", Plot No. 246, Bhausaheb Surve Nagar, Nagpur-440022 hereinafter called as **VENDOR** or **PARTY NO. 1** (which expression unless repugnant to the context or meaning thereof shall mean and include the said Vendor as well as his heirs, successors, legal representatives, executors, administrators and assigns etc.) the party of the **FIRST PART.**

**AND**

_____ (PAN: _____), aged about ____ years, Occupation: _____ R/o _____ hereinafter called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchaser as well as his heirs, successors, legal representatives, executors, administrators and assignees etc.) the party of the **SECOND PART,**

**WHEREAS,** the Vendor owns and possesses ALL THAT piece and parcel of land bearing Plot No. 5 admeasuring 163.12 Sqr. Mtrs., Plot No. 6 admeasuring 157.50 Sqr. Mtrs., Plot No. 7 admeasuring 157.50 Sqr. Mtrs., & Plot No. 8 admeasuring 191.04 Sqr. Mtrs. all the Plots total admeasuring 669.160 Sqr. Mtrs. in the sanctioned layout, being a part and portion of entire land bearing Khasra Nos. 189 and 191, P.H. No. 46, Mouza: Wanadongri, bearing Nagar Parishad House No. 16054, situated at Village Wanadongri within the limits of Nagar Parishad Wanadongri in Tahsil: Higna and District: Nagpur,

**AND WHEREAS**, ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 189, P.H. No. 46, Mouza: Wanadongri, having an area of 0.87 HR, Rental Rs. 248.00, held in Occupancy Class-1 Rights, situated at Village Wanadongri, within the limits of Nagar Parishad Wanadongri in Tahsil: Hingna, District: Nagpur belonged to Shri Kushal Pannalal Mehta as per Revenue Record,

**AND WHEREAS**, ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 191, P.H. No. 46, Mouza: Wanadongri, having an area of 0.98 HR, Rental Rs. 281.00, held in Occupancy Class-1 Rights, situated at Village Wanadongri, within the limits of Nagar Parishad Wanadongri in Tahsil: Hingna, District: Nagpur jointly belonged to (1) Shri Kushal Pannalal Mehta and (2) Shri Tarasingh S/o Bhimnsingh Rajput as per Revenue Record,

**AND WHEREAS**, the Layout Plan of the abovesaid Land consisting of various Plots of different sizes therein, bearing Khasra Nos. 189 and 191, Mouza: Wanadongri, Tahsil: Hingna, District: Nagpur is approved by the Assistant Director, Town Planning Department, Nagpur vide his Letter No. Sasanag/4112 dated 24-12-2009,

**AND WHEREAS**, the land admeasuring 1.85 HR (18,500 Sqr. Mtrs.) bearing Khasra No. 189 and 191, Mouza: Wanadongri, P.H. No. 46, Tahsil: Hingna, District: Nagpur is converted to Residential Non-Agriculture Use by the Collector, Nagpur vide his Order No. Prastut/Zilladhikari/Kavi – 457/2010 in Revenue Case No. Ra. Ma. Kra. 414/NAP-34/2009-10 dated 19-03-2010,

**AND WHEREAS**, (1) Shri Kushal Pannalal Mehta and (2) Shri Tarasingh S/o Bhimnsingh Rajput have sold the abovesaid Plot No. 5 admeasuring 163.12 Sqr. Mtrs., Plot No. 6 admeasuring 157.50 Sqr. Mtrs., Plot No. 7 admeasuring 157.50 Sqr. Mtrs., & Plot No. 8 admeasuring 195.61 Sqr. Mtrs. all the Plots total admeasuring 673.73 Sqr. Mtrs.. out of the

abovesaid layout to the Vendor hereinabove named vide Sale Deed dated 31-12-2010 registered at Sr. No. 37/2011 in Book No. 1 on 03-01-2011 with Sub Registrar Hingna,

**AND WHEREAS**, the name of Vendor is mutated in Revenue Records 7/12 Extract,

**AND WHEREAS**, the name of Vendor is mutated in Nagar Parishad Wanadongri Records,

**AND WHEREAS**, the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur (Special Planning Authority appointed by the Government of Maharashtra vide Notification No. TPS-2409/2890/CE-356/09/UD-9 Dated 31-08-2010 and vide Government Gazette Notification dated 02-09-2010 for Nagpur Metropolitan Area Under MRTP Act 1966) regularized the abovesaid Plot No. 5, 6, 7 and 8 vide Release Letter No. BE-02 (Metro)- 73 Dated 29-07-2013. As per Regularization Letter regularized area of Plot No. 5 is 163.12 Sqr. Mtrs., Plot No. 6 is 157.5 Sqr. Mtrs., Plot No. 7 is 157.5 Sqr. Mtrs. and Plot No. 8 is 191.04 Sqr. Mtrs.,

**AND WHEREAS**, the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur Amalgamated abovesaid Four Plots into One Plot vide his Letter No. BE-02/ Metro/466 dated 08-01-2014 and as per Amalgamation Letter the Plot Area on Amalgamation is 669.160 Sqr. Mtrs.,

**AND WHEREAS**, the Vendor has decided to develop the aforesaid Plots into a RESIDENTIAL ESTATE by constructing One Multistoried Building thereon consisting of various self contained separate Apartments therein,

**AND WHEREAS,** Building Engineer (Metro), Nagpur Improvement Trust, Nagpur has sanctioned Building Plan for construction of One Multistory Building on the abovesaid Plots vide his Building Permit No. B.E.(Metro)/West/Hingna Tahsil/Case No. MB-1443/201606271/919 dated 06-09-2016,

**AND WHEREAS**, the Vendor has executed a Deed of Declaration under Section 2 of Maharashtra Apartment Ownership Act, 1970 registered at Sr. No. 4638/2018 in Book No. 1 on 03-11-2018 with Sub-Registrar Hingna,

**AND WHEREAS**, the Vendor has floated a Scheme for construction of Multistory Building on the abovesaid plot and the said building is named and titled as "MANJUSHA AURA",

**AND WHEREAS**, the Vendor is entitled to construct building on the abovesaid plot and to book the apartments and to receive advances from the prospective purchasers and to enter into agreements with them to sell the undivided share and interest in the abovesaid plot proportionate to the construction area and Carpet area of the Superstructure of the units to be acquired by them,

**AND WHEREAS,** the Vendor has registered the Project under the provisions of Real Estate (Regulation and Development) Act 2016 and the Maharashtra Real Estate Regulatory Authority issued Certificate bearing Registration No. _____ for the Project,

**AND WHEREAS**, the Purchaser hereinabove named has satisfied himself in respect of the Vendor's title to the said property as good, valid and marketable,

**AND WHEREAS, "Carpet Area"** means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

**AND WHEREAS**, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Confirming Party's Architect Shri Pankaj Chinchmalatpure and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution of Agreement to Sell hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied himself about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor,

**AND WHEREAS**, the Purchaser is interested in acquiring Residential Apartment in the abovesaid Building and has booked Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area, alongwith _____ % Undivided Share and Interest in the

plot of land with the Vendor, and the cost of Apartment is decided at Rs. _____/- (Rupees _____ Only) and both the parties desire to reduce the terms and conditions of the agreement into writing,

**NOW THEREFORE THIS AGREEMENT TO SELL OF AN APARTMENT WITNESSES** and it is hereby agreed by and between the parties as under:

1(a). THAT, the Vendor shall sell and the Purchaser shall purchase ALL THAT R.C.C. Superstructure bearing Residential Apartment No. _____ on _____ Floor having _____ Sqr. Mtrs. Carpet Area in the building named and styled as "MANJUSHA AURA", alongwith _____ % Undivided Share and Interest in ALL THAT piece and parcel of land bearing Plot No. 5 admeasuring 163.12 Sqr. Mtrs., Plot No. 6 admeasuring 157.50 Sqr. Mtrs., Plot No. 7 admeasuring 157.50 Sqr. Mtrs., & Plot No. 8 admeasuring 191.04 Sqr. Mtrs. all the Plots total admeasuring 669.160 Sqr. Mtrs. in the sanctioned layout, being a part and portion of entire land bearing Khasra Nos. 189 and 191, P.H. No. 46, Mouza: Wanadongri, bearing Nagar Parishad House No. 16054, situated at Village Wanadongri within the limits of Nagar Parishad Wanadongri in Tahsil: Higna and District: Nagpur, more specifically and elaborately described in the Schedule of Property hereunder for a consideration of Rs. _____/-.

1(b). THAT, the consideration of Rs. _____/- (Rupees _____ Only) is to be paid by the Purchaser to the Vendor as under:

| STAGE OF PAYMENT | % CALCULATION | AMOUNT |
|---|---|---|
| At the time of Allotment / Agreement | 10 % | |
| On completion of Foundation/Plinth | 15 % | |
| On completion of 1st Slab | 10 % | |
| On completion of 2nd Slab | 10 % | |
| On completion of 3rd Slab | 10 % | |
| On completion of 4th Slab | 10 % | |
| On completion of 5th Slab | 10 % | |
| On completion of Brick Work of Apartment | 10 % | |
| On completion of Plaster Work of Apartment | 10 % | |

| | | |
|---|---|---|
| On completion of Tiles Fitting of Apartment | 03 % | |
| On handing over Possession or registration of Sale Deed, whichever is earlier. | 02 % | |
| TOTAL | 100 % | |

The total Consideration agreed to be paid as above includes the Cost of Land and the Cost of Construction.

1(c) THAT, the time is essence of contract and the installments are to be paid by the Purchaser within 7 days from the date of receipt of communication regarding the stage of Construction from the Vendor.

2. THAT, in case Purchaser fails to pay the amount of Installment as stated above, the Vendor is entitled to terminate this Agreement. On termination of this Agreement 10 % of the amount paid by Purchaser to the Vendor till date of cancellation shall be forfeited to the Vendor, after giving full opportunity of making payment for a period of one month from the due date to the Purchaser and balance 90 % will be refunded to him within a period of six months from the date of termination of Agreement. In case of default it will be subject to penalty at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis.

3. THAT, without prejudice to the Vendor's other rights under the Agreement and or in law in case any installment in the Para 1 (b) above is not paid within the stipulated period, Purchaser shall be liable to pay penalty at State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis on the overdue amount from the date of default till that amount is paid.

4. THAT, the above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the Vendor by way of Goods and Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable in connection with the construction of and carrying out the Project payable by the Vendor) upto the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as

and when demanded and shall always keep the Vendor indemnified against the same. The Taxes are payable simultaneously with the payment of each installment.

5. THAT, the sale consideration for this Apartment has been calculated based on the current prices for the component building materials. However, the market for the building materials such as Steel, Cement, Tiles, Electrical Materials, Bath Fittings, Painting Materials etc. are considered to be volatile, and sudden price increases could occur. The Vendor agrees to use his best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase of more than 5 % in the prices of these specified materials from the date of allotment till the date of Possession, the Purchaser agrees to pay that cost increase to the Vendor. Any claim by the Vendor for payment of a cost increase, as provided above, shall require written notice delivered by the Vendor to the Purchaser stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale. That escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said Notification/Order/Rules/Regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

6. THAT, the Purchaser shall not be entitled to assign or mortgage his rights under this Agreement or transfer the same unless a consent in writing is obtained from the Vendor till he has been delivered possession after making full and final payment alongwith incidental payments, if any, to the Vendor and a conveyance has been executed in his favour. For intermittent transfers a Transfer Fee of 10 % of the amount of Agreement would be charged subject to approval of the Nominated person by the Vendor.

7. THAT, the Vendor hereby declare that he has good, valid and marketable title to the property and has absolute right and full authority to convey, assign and transfer the abovesaid property and he has not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case any claim made by anybody adversely affecting the title of the Purchaser

the Vendor shall indemnify the Purchaser for any loss that may be caused to him due to any defect in the title.

8. THAT, the Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

There are no encumbrances upon the project land or the Project.

There are no litigations pending before any Court of law with respect to the project land or Project.

All approvals, licenses and permits issued by the competent authorities with respect to the said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building and common areas.

9. THAT, the Vendor undertakes to execute the Sale Deed after completion of the building and handing over the possession as early as possible. The tentative date of possession is 31-08-2022. Provided further that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

10. THAT, the entire complex is submitted to the provisions of Mahrashtra Apartment Ownership Act and Deed of Declaration registered at Sr. No. 4638/2018 in Book No. 1 on 03-11-2018 with Sub Registrar Hingna and Purchaser undertakes to become member of the Apartment Association and for that purpose execute all relevant documents such as the

Declaration Deed, the Apartment Deed and Byelaws of the Association. The Purchaser shall pay to the Vendor Rs. 2,000/- for Document charges before registration of Sale Deed.

11. THAT, the Central Government has introduced Real Estate (Regulation and Development) Act, 2016 from 1st day of May, 2017 and the parties to the deed are bound to abide by the terms and conditions stipulated in the said Act.

12. THAT, the Purchaser has seen the Sanctioned Plan, Deed of Declaration and Documents relating to title of the Property and he has understood and satisfied about the same and shall not question on this count anywhere in future.

13. THAT, the Purchaser further covenants that after the sale deed is executed, he shall be solely responsible and liable for payment of separate Nagar Parishad, proportionate N.A. Tax, Cesses and other taxes that may be assessed on his share in the property. If the Purchaser fail to execute the sale deed within the stipulated period or within the time notified by the Vendor for possession, the liability of taxes will start from the date notified for possession and will be recovered at the time of possession and/or execution of the Sale Deed whichever is earlier.

14. THAT, the Purchaser further undertakes to give his maintenance contribution regularly to the Association of Apartment Owners as may be decided by the Association. Initially he should deposit Rs. 20,000/- (Rupees Twenty Thousand Only) (interest free) towards maintenance at the time of possession. If the Purchaser fail to take the possession within the stipulated period, the maintenance charges on his block will become payable from the date notified for possession and it will be recovered at the time of possession.

15. THAT, the Purchaser has to pay Extra Rs. 30,000/- (Rupees Thirty Thousand Only) for electricity meter charges and electricity network to the Vendor before registration of Sale Deed. This rate is based on existing rates of MSEDCL in case the rates tariff is revised this amount will be revised accordingly.

16. THAT, the Purchaser has to pay Extra Rs. 10,000/- (Rupees Ten Thousand Only) for Common Nagar Parishad Water Connection Charges to the Vendor before registration of Sale Deed. This rate is based on existing tariff of Nagar Parishad. In case Nagar Parishad tariff is revised this amount will be revised accordingly.

17. THAT, in case the Purchaser desire to terminate this agreement, he may do so, by giving one months notice in writing to the Vendor and in that case only 90 % of the amount

paid by the Purchaser to the Vendor shall be refunded by installments on re-allotment of said Apartment to other prospective purchasers and within 30 days from the date of receipt of payment from him. If Vendor fails to pay the amount within the stipulated period, it will carry interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum to be calculated on monthly basis from the seventh month and it must be paid within two years from the date of cancellation. However, the Stamp Duty and Registration Charges etc. paid by the Purchaser would be subject to refund as per The Maharashtra Stamp Act.

18. THAT, as soon as the Apartment is ready and complete for occupation, the Party No. 1 shall notify to Party No. 2 in writing the date and time for taking possession thereof and on receiving such information the Party No. 2 shall pay the last installment and the balance of previous installments and incidental charges if any (with penalty if any) and take possession of the apartment. Even if the Purchaser doesn't take the possession of the Apartment still he has to pay the maintenance charges as decided by the Developer from the date of intimation of possession date.

19. THAT, the Purchaser has to pay Goods and Service Tax as per the percentage fixed by the Central Government on the total cost of the Apartment or as applicable at the time of payment of each installment or as applicable to the Vendor.

20. THAT, the Purchaser shall be liable for payment of Cesses and Levies which are applicable for the type of transaction and which Central, State Government or Local Competent Authority may impose in future.

21. THAT, One Car Parking for the Apartment would be allowed in Parking Area.

22. THAT, the said Apartment is meant for residential purpose only as duly sanctioned by the competent authority and the Purchaser is prohibited from changing use of the said apartment for other purpose and if he change the User then he would be entirely responsible for the same.

23. THAT, the Vendor hereby states that the percentage of Undivided land attributed to the Apartment booked by the Purchaser is based on the sanctioned Building Plan referred to above and in case in future the FSI is increased by the Planning Authority or State Govt. the percentage of land shall stand revised to the extent of revised percentage as per sanction of revised building plan. The Vendor reserve right to utilize the same and the Purchaser hereby consents for consuming the increased FSI.

24. THAT, the Vendor shall always has a right to get the benefit of additional or unutilized or future F.S.I. or make use of the TDR as sanctioned by the concerned authorities, as and when required, to make the additional floors/units, additions, alterations, raise storeys, put up additional structures. Such additional structures and storeys will be the sole property of the Vendor alone who will be entitled to use the terrace including parapet wall for any purpose and the Purchaser hereby consent for consuming the increased FSI. The Purchaser shall not raise any objection or claim or any abatement in the price of the premises greed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Vendor. However the area of Apartment agreed to be sold to the Purchaser shall always remain the same, only the undivided percentage in land will change.

25. THAT, the Vendor may revise the sanction plan in due course and the percentage of undivided land attributed to his Apartment may stand revised as per revised plan. The Purchaser hereby consent for such revision.

26. THAT, the Vendor hereby declares that the Plot area is 669.160 Sqr. Mtrs. and FSI permissible is 1. The Vendr has utilized the permissible Premium Area. As per the sanctioned Building Plan Carpet Area is 841.496 Sqr. Mtrs..

27. THAT, the Purchaser agrees to form an Apartment Owners Association alongwith other Apartment Owners in the said Scheme as and when called by the Confirming Party or the Co-operative Housing Society for Maintenance as per the Section 11 (4) (e) of RERA.

28. THAT, it is understood by the Party No. 2 that the proposed construction is heterogeneous in nature comprising of R.C.C. and brick work and particularly described in specifications attached hereto in the Schedule. It is understood by the Party No. 2 that short comings inherent to the heterogeneous nature of the construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur and will be not be treated as defects. Further it is agreed by the Party No. 2 that on account of practical constraints there will be allowance of plus or minus Three percent variation in dimensions shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Party No. 2 for such variation.

29. 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 Vendor and other co-owners of the remaining Undivided share in the said Plot of land and the Owners of the other Built-up spaces in the proposed building, affecting the same

and if any mis-statement, error or omission is discovered, the same shall not annul this contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

30. THAT, it shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

31. THAT, in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. THAT, it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor.

33. THAT, if within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

34. THAT, provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

35. THAT, any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. THAT, the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.

37. THAT, for the matters not specifically covered, the provisions of Transfer of Property Act shall apply.

38. All the expenses for execution and Registration Stamp Duty, Registration Fee and Professional Charges for Agreement to Sell, Sale Deed etc. are to be borne and paid by the Purchaser.

SPECIFICATIONS OF BUILDING CONSTRUCTION

| | |
|---|---|
| STRUCTURE | R.C.C. frame structure |
| WALL | All outer 6" thick, C.C. Blocks or Bricks and 4.0" brick masonry partition walls. |
| PLASTERING | Plain cement plaster for outer and inner surface |
| DOOR | Decorative Flush Main Door frame in Teak Wood & Solid RCC Frame with Laminated flush Door for Each Room with Godrej Locks. |
| WINDOWS | Aluminum Sliding Windows with Grills, Glass, & Fitting and Fixture. |
| FLOORING | Vitrified tiles in all Rooms. |
| POP | P.O.P in Hall |
| DADO | Bath and Toilet W.C. dado white glazed tiles upto 6" - 0" Height. /W.C. 6" - 0" height dado with flooring of white glazed tiles./ Washbasin has 2" - 0" height glazed tiles dado. / 2" - 0" height white glazed tiles dado on Kitchen Otta. |
| SANITATION & PLUMBING | W.C. One orrisa white seat (20") with flush cock and one tap |
| KITCHEN | Kitchen Otta Green Marble Top with one Stainless Steel Sink (16" x 18"). |

| | |
|---|---|
| BATH | Hot and Cold taps arrangement with head shower. |
| ELECTRIFICATION | Modular Switches with Concealed electrical wiring. |
| | 3.5 (Three & Half) Point in each room, One point in passage area, One point in each balcony, sufficient light point in parking and common area. |
| PAINTING | Internal rooms with putting two coats and two coat of OBD Paint and white wash in ceiling, balconies, parking common area and passage/ oil paint for all doors and windows grill etc. / External surface with Water Proof Cement Paint. |
| WATER ARRANGEMENT | Bore one sump at ground floor and one overhead tank at terrace and 1 H.P. 1 Water Pump. |
| LIFT | 1 Lift of Omex or Standard Make with Power Backup |

## SCHEDULE OF PROPERTY

### Description of Plot:

ALL THAT piece and parcel of land bearing Plot No. 5 admeasuring 163.12 Sqr. Mtrs., Plot No. 6 admeasuring 157.50 Sqr. Mtrs., Plot No. 7 admeasuring 157.50 Sqr. Mtrs., & Plot No. 8 admeasuring 191.04 Sqr. Mtrs. all the Plots total admeasuring 669.160 Sqr. Mtrs. in the sanctioned layout, being a part and portion of entire land bearing Khasra Nos. 189 and 191, P.H. No. 46, Mouza: Wanadongri, bearing Nagar Parishad House No. 16054, situated at Village Wanadongri within the limits of Nagar Parishad Wanadongri in Tahsil: Higna and District: Nagpur and bounded as under:

| | | |
|---|---|---|
| TOWARDS EAST | : | Other Layout |
| TOWARDS WEST | : | 9.00 Meter Wide Road |
| TOWARDS NORTH | : | 6.00 Meter Wide Road |
| TOWARDS SOUTH | : | Plot Nos. 4,11,10,9 |

### Description of Apartment:

ALL THAT R.C.C. Superstructure bearing **Residential Apartment No.** _____ on _____ **Floor** having _____ **Sqr. Mtrs. Carpet Area** in the building named and styled as "**MANJUSHA AURA**", alongwith _____ **%** Undivided Share and Interest in the abovesaid plot of land.

In witness whereof the parties to this Deed have put their signatures at Nagpur on the day abovewritten in the presence of two attesting witnesses.

For M/s. L K Construction

(Subhash M. Kasulkar)
PROPRIETOR
**VENDOR / PARTY No. 1**

(_____)
**PURCHASER / PARTY No. 2**

**WITNESSES:**

1. _____

2. _____