“MAHALAXMI RESIDENCY”

APARTMENT NO……..

STAMP DUTY Rs…….. /-

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

Mouza :- Narasala, Vibhag No. ……., Rate Rs……./- Per Square Meter

AGREEMENT TO SALE

(VALUED FOR RS. ……./-)

(RUPEES …… ONLY)

THIS DEED OF AGREEMENT TO SALE is made on this ……..th **day of …….. 2019**

BETWEEN

M/S/ MAHALAXMI CONSTRUCTION
P.A.N. :- ABBFM8656Q
Through its Partners
1) SHRI VILAS MAHADEORAO DAGWAR,
Aged About 46 yrs, Occu. – Private,
2) SAU SHITAL VILAS DAGWAR,
Aged About 38 yrs, Occu. – Private,
Both R/o Plot No. 35, Rajiv Nagar, New Bidipeth, Nagpur – 440 024.

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

AND

SHRI ……..
Aged about …….. Years, Occupation – ……
R/o ……

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

P.A.N.:- ……

Adhar Card No. :-

WHEREAS, "All That piece and parcel of land bearing **1) Plot Nos. 27** total admeasuring area about **153.276 Sq. Mts., 2) Plot Nos. 28** total admeasuring area about **153.50 Sq. Mts.,** and **3) Plot Nos. 29** total admeasuring area about **149.988 Sq. Mts., i.e. total admeasuring about 456.764 Sq. Mtrs** of **Mauza Narsala,** in **Kh. No.123/E,** P. H. No.37, Ward No. 77, Corporation House No. 37/27+28+29 within the limits of the Nagpur Municipal corporation Ta and Dist, Nagpur" (which is fully and specifically described in the schedule written hereunder and hereinafter referred to as "the Project Land") is owned and possessed by the Vendor/ First Part,

WHEREAS above said Plot No. Plot No. 27, 28, and 29 in Khasara No. 123(E) and 123(F) of Mouza Narsala were belongs to Shri Vinayak Narayano Chimote, Shri Madhav Narayan Chimote, Shri Devendra Vinayak Chomote, Shri Shailesh Vinayak Chimote, Smt Pushpa Shttrughna Sone and Smt. Savita Avinash Reshimwale, AND

WHEREAS the lands bearing Kh. No. 123 (E) and 123 (F) are already converted into Non Agricultural use for Residential Purpose by Collector Nagpur by its Order Dt.22/04/2003 in Rev Case No. 78/NAP-34/2002-2003. That layout map for the layout on the land Kh. No. 123(E) and 123 (F) is duly sanctioned by the Assistant Director of Town Planning Nagpur on 10/10/2003 vide No. 2686, AND

WHEREAS That Shri Vinayak Narayano Chimote, Shri Madhav Narayan Chimote, Shri Devendra Vinayak Chomote, Shri Shailesh Vinayak Chimote, Smt Pushpa Shttrughna Sone and Smt. Savita Avinash Reshimwale through their Power of Attorney Holder Shri Madhav Narayan Chimote as Vendor and Smt Ujjawala Madhav Chimote as Consenter has sold Plot No. 27 total area admeasuring about 152.50 Sq. Mtrs, Plot No. 28 total area admeasuring about 152.50 Sq. Mtrs, and Plot No. 29 total area admeasuring about 152.46 Sq. Mtrs, i.e. total area admeasuring about 457.46 Sq. Mtrs in Khasara No. 123(E) and 123(F) of Mouza Narsala to Shri Rakesh Moreshwar Bhaik by way of Registered Sale Deed

Dt.30/05/2008 which is duly registered in the office of Sub Registrar Nagpur Rural No. 10 at serial No.3062 on 02/06/2008, AND

WHEREAS Shri Rakesh Moreshwar Bhaik has applied for the clubbing of Plot No. 27, 28 and 29 to the Nagpur Municipal Corporation Nagpur, and Deputy Director of Town Planning Department, Nagpur Municipal Corporation, has approved the Amalgamation of Plot No. 27, 28, and 29 in Kh. 123(E) and 123 (F) of Mauza Narsala by its order Dt.28/04/2017 Vide No. म.न.पा.ना./नरवि/एकत्रिकरण/०१. Hence now Plot No. 27, 28 and 29 are only one unit. That as per the order of Deputy Director of Town Planning Department, Nagpur Municipal Corporation total area of Plot No. 27 28 and 29 shall be 456.764 Sq. Mtrs, AND

WHEREAS Shri Rakesh Moreshwar Bhaik has further sold Plot No. 27 total area admeasuring about 152.50 Sq. Mtrs, Plot No. 28 total area admeasuring about 152.50 Sq. Mtrs, and Plot No. 29 total area admeasuring about 152.46 Sq. Mtrs, i.e. total area admeasuring about 457.46 Sq. Mtrs in Khasara No. 123(E) and 123(F) of Mouza Narsala to M/s Mahalaxmi Construction through Partner Shri Vilas Mahadeorao Dagwar and Sau Shital Vilas Dagwar i.e. Vendor by way of Registered Sale Deed Dt.16/05/2018 which is duly registered in the office of Sub Registrar Nagpur No. 7 at serial No.3923 on 17/05/2018, AND

WHEREAS in the Sale Deed Dt.16/05/2018 which is duly registered in the office of Sub Registrar Nagpur No. 7 at serial No.3923 on 17/05/2018 executed between Shri Rakesh Moreshwar Bhaik and Vendor the total area of Plot No. 27, 28 and 29 are wrongly mentioned hence Shri Rakesh Moreshwar Bhaik and Vendor executed correction Deed Dt.09/01/2019 which is duly registered in the office of Sub Registrar Nagpur No. 7 at serial No.167. That as per said Correction Deed Dt. 09/01/2019 total area of Plot No. 27, 28 and 29 as follows : Plot No. 27 total area admeasuring about 153.276 Sq. Mtrs, Plot No. 28 total area admeasuring about 153.50 Sq. Mtrs, and Plot No. 29 total area admeasuring about 149.988 Sq. Mtrs, i.e. total area admeasuring about 456.764 Sq. Mtrs, AND

WHEREAS, the Vendor later on decided to develop the said Plot No. 27, 28 and 29 into Residential Estate by constructing a Multistoried Building thereon consisting of various self contained separate Apartment therein, AND

WHEREAS, Vendor /Promoter accordingly prepared a Plan of Multistoried building proposed to be constructed on the said Plot No. 27, 28 and 28 and to be known and styled as **"MAHALAXMI RESIDENCY"** and the same is

duly sanctioned and approved by the Assistant Director, Town Planning Department Nagpur Municipal Corporation Nagpur vide Building Permit 336/BP/NARSALA/TP/NMC/884 Dated 16/09/2019, AND

WHEREAS, the Vendor / Promoter has submitted said land under the provisions of Maharashtra apartment Act and on 13/11/2019 executed the Deed of Declaration u/s 2 of said act. That said Deed of Declaration is duly registered on 13/11/2019 in the office of Sub Registrar Nagpur No. 7 at serial No. 9055, AND

WHEREAS the name of the Vendor / Promoter is duly recorded in Government, Talathi and Nagpur Municipal Corporation records of as Vendor, AND

WHEREAS the Vendor is in possession of the project land and the Vendor /Promoter is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the Vendor / Promoter has proposed to construct a Multistoried Building on the project land, consisting of Ground Floor and 4 (Four) Upper Floors. There is Covered/Open Parking Area, Staircase Area, Lift Area and Common separate Gents & Ladies Toilets on the GROUND FLOOR of the said Building. There are 3 (THREE) Apartments each on FIRST, SECOND, THIRD & FOURTH FLOOR. Thus there are in all 12 (TWELVE) independent and self contained separate Apartments in the said Multistoried Building and to be known and styled as **"MAHALAXMI RESIDENCY"**; AND

WHEREAS, the Vendor / Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per Agreement prescribed by the Council of Architects; **AND**

WHEREAS, the Vendor / Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at …… bearing No. _____ Dated_____; *authenticated copy is attached in Annexure 'F'*; AND

WHEREAS, the Vendor / Promoter has appointed Architect Nikita Gupta having his Office at Flat No. 101, Laxmi Narayan Apartment, Behind Allahbad Bank,

Manewada Road, Nagpur – 440024 who is duly registered with the Council of Architects at CA/2015/68558; **AND**

WHEREAS, the Vendor / Promoter has also appointed the Structural Engineer S. B. MALODE & ASSOCIATES having his Office at 458 Near Medical Sq. Chandan Nagar, Nagpur 440009, NIT License No. 2791 for structural designs and drawings of the building and the Vendor / Promoter shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building; **AND**

WHEREAS, Vendor / Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Vendor / Promoter on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof; **AND**

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

WHEREAS the purchaser being desirous of owning an Apartment for his / her residential use in the said multistoried building with heritable and transferable rights therein have approached the Confirming Party and expressed his / her desire and willingness to purchase the undivided proportionate share and interest in the said **Plot No. 27, 28, & 29** together with the entire R.C.C. Superstructure comprising **APARTMENT NO. ……** on the …….. **FLOOR** having a Total built-up area admeasuring about **…….. Sq. Mtrs**. of a building proposed to be constructed thereon and after detailed negotiations the Vendor / Promoter has agreed to sell the same to the Purchaser and the Purchaser have specifically agreed to purchase the same agreeing inter-alia to pay, provide and contribute the entire agreed cost thereof to the Vendor / Promoter upon the following terms and conditions.

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

1.) THAT the VENDOR and the CONFIRMING PARTY / DEVELOPER will sell and PURCHASER will buy the **…… %** undivided share and interest in all that piece and parcel of land bearing **1) Plot Nos. 27** total admeasuring area about **153.276**

Sq. Mts., 2) Plot Nos. 28 total admeasuring area about **153.50 Sq. Mts.,** and **3) Plot Nos. 29** total admeasuring area about **149.988 Sq. Mts., i.e. total admeasuring about 456.764 Sq. Mtrs** of **Mauza Narsala,** in **Kh. No.123/E,** P. H. No.37, Ward No. 77, Corporation House No. 37/27+28+29 within the limits of the Nagpur Municipal corporation Ta and Dist, Nagpur TOGATHERWITH the entire R.C.C. Superstructure comprising **Apartment No. …….** covering **Built up area admeasuring about ……. Sq. Mts** on the **…….. FLOOR** of the building proposed to be constructed on the said plot and to be known and styled as **"MAHALAXMI RESIDENCY"** and more particularly described in the FIRST and SECOND SHEDULE hereunder written.

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

MANNER OF PAYMENT :-

1	**Rs. ……/-**	**(Rupees ……. …….. Only)** paid by the purchaser to the Vendor / Promoter by way of cheque bearing No. ……. Dt. …./……/20….. drawn on …….. as Consideration Amount and the receipt whereof is hereby acknowledged by the Confirming Party.
2	**Rs. ……/-**	**(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Plinth.
3	**Rs. ……/-**	**(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of First slab
4	**Rs. ……/-**	**(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Second slab.

5 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Third slab

6 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Forth slab.

7 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Fifth slab.

8 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Brick Work of said Apartment

9 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of inner Plaster of said Apartment

10 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after completion of Outer Plaster of said Apartment

11 **Rs. ……/-** **(Rupees ……. …….. Only)** agreed to be paid by the purchaser to the Vendor / Promoter after finishing of said Apartment

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

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Rs. ……/- **(Rupees ……. …….. Only)**

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That the purchaser shall pay the respective installments as stipulated herein above strictly on the stage mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the **ESSESNCE OF AGREEMENT** and consequentially therefore this Agreement shall

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

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

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

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

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

(7) That the Confirming Party shall erect and build the proposed Multistoried building consisting of various self contained separate Apartments/ Shops therein strictly in accordance with the plan sanctioned by the building Engineer, Nagpur Municipal Corporation, Nagpur no Deviations shall be made in the sanctioned plan. Extra/Additional facilities shall however be provided by the Confirming Party at the request of the Purchasers subject to extra payment thereof to be made by their in advance.

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

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

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

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

(12) THAT the Confirming Party shall be exclusive in charge of the construction without any let or hindrance or interference by the Purchasers or any other contractor and under no circumstances the Purchasers shall enter into any building contract in respect of their Apartment with any other Engineer, Architect, Building Contractor or

Advisory Agency and Such Contract, if made by them shall be void and not at all binding upon the Confirming Party.

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

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

(15) THAT in the event of the Purchaser committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FAC to come to an end and the amounts till then subscribed by the Purchasers towards the cost of construction of the Apartment chosen by them shall be refunded to them free of any interest thereon and also after deducting there from a fixed sum of Rs. 1,00,000/- (Rupees One Lac Only) by way of liquidated damages within 6 (Six) Months from the date of cancellation and in such event his / her right to purchase the undivided share and interest in the said Plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor / Confirming Party shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any Prospective/intending buyer as may approved by the Confirming Party without any further notice or reference to the Purchasers.

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

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

addition Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportionate reduction if some addition Apartments are constructed thereon by the Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agreed that they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(18) THAT the Purchasers understand that the agreed cost of construction does not include any liability arising out of levy of provident fund for casual construction workers. Hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of that shall be borne and paid by the Purchasers to the Confirming Party. For this purpose labour records available with the Confirming Party or the estimation by the Architect of the Confirming Party shall be binding upon the Purchaser.

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

(20) THAT the Vendor/Confirming Party shall deliver the actual possession of the said undivided share and interest in the said Plot of land and **APARTMENT NO. …….** on the **…….. FLOOR** hereby agreed to be sold to the Purchasers or their nominees at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respects and made available for Occupation. On Registration of the Sale deed Pursuant hereto, the Purchasers shall hold the said Plot jointly with the other Co-Owners thereof and the Apartment chosen by them absolutely with heritable and transferable rights therein.

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

(22) THAT the Vendor/Confirming Party does hereby agree with the Purchasers that on receipt of the balance sale price and also upon the payment of electricity and water meter deposits, payment of legal charges including stamp Duty Registration fees

payment at the time of Registration from him, he/it will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land also entire R.C.C. superstructure comprising **APARTMENT NO. …….** on the **…….. FLOOR** in favour of the Purchasers or their nominees (s) and get the same duly registered at his costs in according with the law in force provided the Purchasers shall have also paid the entire agreed cost of construction of the Apartment chosen by them to the Confirming Party.

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

(24) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other in the said building the Vendor has executed and registered a Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act 1970 on 13/11/2019 which is duly registered in the office of Sub-registrar Nagpur No.7 at serial No. 9055.

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

(26) THAT the Purchaser shall pay proportionate share of Ground Rent and all other dues whatsoever accruing payable in respect of their Undivided share in the said land to the concerned authorities with effect from the date of registration of the Sale Deed or from the date of Possession whichever is earlier onwards and she shall always keep the Vendor/Consenters/Confirming Party indemnified against such payments.

(27) THAT it is understood by the Purchaser that the Confirming Party shall display any type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object/disturb it, nor obstruct it’s visibility in any way. The Confirming Party shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

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

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

(30) Vendor / Promoter specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor /Promoter by Demand Draft or by local cheques **drawn in the name of**
"MAHALAXMI CONSTRUCTION" or by electronic mode of transfer.
NEFT/ RTGS details are as under:
i. Account Holder Name -: M/s Mahalaxmi Construcion
ii. Bank Name -: IDBI BANK
iii. Branch -: Manewada.
iv. Account Number-: 1439102000003773
v. IFSC code.-: IBKL0001439
vi. Account type –: CURRENT ACCOUNT

(31) That all notices to be served on the Purchaser and the Vendor / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor / Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:-
(1) SHRI. _____,
(2) MRS. _____,
Both Residents of _____, Tahsil – _____ and

District - _____.

Notified Email ID : _____

SHRI. VILAS MAHADEORAO DAGWAR, Partner M/s Mahalaxmi Construction

Add. – Uday Palace, Shop No. S-3, Hukeshwar Road, Opp. Tulsi Dairy, Nagpur 440034

Notified Email ID : vilasdagwar73@gmail.com

It shall be the duty of the Purchaser and the Vendor / Promoter 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 / Promoter or the Purchaser, as the case may be.

(32) THAT it is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to- (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the Panel of Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agrees not to approach any Court of Law or Consumer Dispute Redressal Forum/ Commission etc without first availing the Arbitration proceedings.

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

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

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

FIRST SCHEDULE ABOVE REFERRED TO

Description of the Project land

All that piece and parcel of land bearing **1) Plot Nos. 27** total admeasuring area about **153.276 Sq. Mts., 2) Plot Nos. 28** total admeasuring area about **153.50 Sq. Mts.,** and **3) Plot Nos. 29** total admeasuring area about **149.988 Sq. Mts., i.e. total admeasuring about 456.764 Sq. Mtrs** of **Mauza Narsala,** in **Kh. No.123/E,** P. H. No.37, Ward No. 77, Corporation House No. 37/27+28+29 within the limits of the Nagpur Municipal corporation Ta and Dist, Nagpur

Which are bounded as under

On the East	-	Plot No. 26 and 30
On the West	-	7.50 Mtrs Road
On the North	-	6.00 Mtrs Road
On the South	-	9.00 Mtrs Road

DESCRIPTION OF THE APARTMENT

Name of Building: "MAHALAXMI RESIDENCY"

Apartment No.	Floor	Carpet Area (Sq. Mtrs.)	Open Balcony (Sq. Strs.)	Enclosed Balcony (Sq. Mtrs.)	Built-up Area (Sq. Mtrs.)	Attached Terrace (Sq. Mtrs.)	Undivided Share in Land (%)

The said Apartment is bounded as under:

ON THE EAST : BY _____,

ON THE WEST : BY _____,

ON THE NORTH : BY _____,

ON THE SOUTH : BY _____.

SECOND SCHEDULE ABOVE REFERRED TO

[Description of common areas and facilities.]

a) The parcel of land described in paragraph FIRST of this Deed.

b) The Covered Parking Area on ,,,,,,,,,,,,,,, Sq. Mtrs. and uncovered Parking Facility is provided on available open land on the Ground Floor to the said Multistoried Building.

c) Common passage leading to the Stair Ways.

d) Compound wall on all 4 (FOUR) sides. 4 (Four) Grill Gates are is provided to the said Building for ingress and egress of Apartment Owners.

e) The following facilities located throughout the building.

i) 1 (ONE) Staircase is provided to the said Building.

ii) 2 (TWO) Bore well with electric Motor and Pump.

iii) 1 (ONE) Overhead Water Tank(s).

iv) A Sump with Electric Motor and Pump.

v) Plumbing net work, throughout the building.

vi) Electric wiring network throughout the building.

vii) Necessary light and public water connections.

viii) The foundation and main walls, columns, girders, beams and roofs of the building is described in the plan which forms a part of this Deed as Exhibit-A hereof.

ix) 1 (One) Lift having capacity of 5 (Five) passengers.

x) AND in general all apparatus and installations existing for common use.

THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION:

STRUCTURE	-
WALL	-
PLASTER	-
FLOORING	-
DOORS	-
WINDOW	-
KITCHEN	-
BATHROOM / TOILET	-
ELECTRIFICATION	-
PAINT	-
PLUMBING / SANITARY	-

IN WITNESS WHEREOF the VENDOR / PROMOTER and the PURCHASER(S) Hereinabove named 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.

1	**M/S/ MAHALAXMI CONSTRUCTION Through its Partners SHRI VILAS MAHADEORAO DAGWAR (VENDOR / PROMOTER)**	**Left Hand Thumb**	**Photo**
2	**M/S/ MAHALAXMI CONSTRUCTION Through its Partners SAU SHITAL VILAS DAGWAR (VENDOR / PROMOTER)**	**Left Hand Thumb**	**Photo**
3	**SHRI …….. (PURCHASER)**	**Left Hand Thumb**	**Photo**

WITNESSES

1_____

2 _____