AGREEMENT TO SALE

VALUED AT RS. ……. /-

(Rupees ……. only)

MOUZA – ……

Market value Rs. …… /-

THIS AGREEMENT OF SALE of Apartment with undivided share and interest is executed on this ……. day of …….

BETWEEN

SMT. ……, Aged about…… Occupation nil R/0 – ……, Nagpur- Tahsil and District – Nagpur, hereinafter called the OWNER, pan no. **…….**through the power of attorney holder **M/S NIRMAYI CONSTRUCTION,** represented through its propriter **SHRI . ASHISH RAMESHRAO BARSAGADE** , Aged about 42 years, Occ. - Business R/o Hudkeshver mhalgi Nagar Tahsil Nagpur & District Nagpur **PAN NO. AJNPB4946J**, **LAND OWNER /PARTY No. 1** which expression shall, unless repugnant to the context and meaning thereof, always mean and include the said OWNER as well as his heirs, legal representative, executors, administrators of the **FIRST PART.**

A N D

M/S NIRMAYI CONSTRUCTION, having its office at Mirchi Bazaar SAKKHARDARA NAGPUR and represented through it's **PROPRITER SHRI . ASHISH RAMESHRAO BARSAGADE** , Aged about 42 years, Occ. - Business R/o ……. Tahsil Nagpur & District Nagpur **PAN NO. AJNPB4946J**, **hereinafter** referred as DEVELOPER/ PARTY No. 3 **/ CONFIRMING PARTY** which expression shall, unless repugnant to the context and meaning thereof, always mean and include the said DEVELOPER/ PARTY No. 3 as well as his heirs, legal representative, executors, administrators of the **OTHER PART.**

A N D

SHRI ……. . Aged about …….. years, Occupation- Business **PAN NO.- ……..**

R/O ……. Nagpur-22 Tah.&Dist. Nagpur

hereinafter called the **PUIRCHASER / PARTY NO. 2** (Which expression shall, unless repugnant to the context or meaning thereof, shall always mean and include the "Purchaser/ Party No. 2, his /her/ their legal heirs, representatives, executors, administrators or assignees etc.) **of the SECOND PART**

WHEREAS the party No. 1 owns and possesses All that piece and parcel of land bearing **……..** admeasuring …….. Sq. Mtrs as per NIT Regularization Letter & as per sale deed ……Sq. Mtr.(……. sq. fit) a NIT lease hold plot …….. scheme in the layout of …….. being a part and parcel of **Khasra …….** P.H. No. …….of **Mouza – ……..** bearing **……..,** Ward No ……. within the Limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Tahsil– Nagpur, District- Nagpur having purchased the same by him from Shri …….. a Sale Deed Dated …… which is duly registered in the

Office of the Joint Sub- Registrar, Nagpur and Registered at Sr. No. ……. on even dated, and

WHEREAS, the owner owns and possesses of All THAT piece and parcel of Malik Makbuza land bearing Plot No.55, admeasuring about 350.00 Sq. Mtrs. (i.e. 3767 Sq. Fts.), with all easementary rights appurtenant and belonging thereto, situated in approved layout of Kh. No. 156 of MOUZA: BINAKI, in Shantinagar locality, Municipal House No. 876/55 new Ward No. 22 (old – 23) (Zone No. 8), City Survey No. 1060/3 (old -1060), Sheet No. 394/61 of Mouza-Binaki, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil & District- Nagpur; And

WHEREAS, the said property bearing Kh. No. 156 admeasuring about 25.89 Acres in Mouza- Binaki belonged to Raje Shri Raghuji Maharaj Bhosale, who sold it to Shri Murlidhar Mudliar, Shri Devraj Mudliar and Shri Bhaskarrao Mudliar by registered Sale Deed dt. 03/09/1921, which is duly, registered the Court of Sub Registrar Nagpur. Though the property was purchased in the names of these three brothers, but the property was a family property purchased out of joint family fund; AND

WHEREAS, Dr. Narsingrao Mudliar was senior family member of Mudliar family and died in or about 1923 and in or before the year of 1948 a partition took place among the members of Mudliar family and later on a Memorandum of partition was also recorded on 26/11/1948 and same was registered before the Sub Registrar, Nagpur at Sr. No. 1930. According to the said partition Shri Bhaskar Mudliar was given other properties and his share in the above mentioned khasra was merged with the share of Shri Murlidhar Mudliar And Dr. Deoraj Mudliar; And Shri Murlidhar Mudliar died on 18.04.1958 living behind him his widow Smt. Padmavati and one son Shri Nityanand Mudliar; And

WHEREAS, thereafter, the said land diverted for Non – Agricultural residential use vide order dt. 8/4/19363 passed by Sub-divisional Officer, Nagpur in Revenue Case No. 4/A-2 of 1962-63 of Mouza – Binaki & Mouza – Chikhali (Devsthan). The said layout in Kh. No. 156 was sanctioned by the Nagpur Municipal Corporation Nagpur on 16/7/1938; AND

WHEREAS, the oral partition dt. 1/3/1963 & 18/3/1963 effected between Shri Dr. Deoraj Narsingrao Mudliar & Smt. Padmavatibai Wd/O Murlidhar Mudliar in respect of the Kh. No. 156 and for in mean time Nagpur Municipal Corporation retain certain portion of the said Kh. No. 156 for road purpose by omitting certain plots in the said layout and some of plots were sold out by the parties in the said Kh. No. 156. Thereafter the parties to the Oral Partition dt. 1/3/1963 & 18/3/1963 mutually reopened the said partition and executed a fresh Partition dt. 3/11/1975 between the family of three brothers and one sister in the life time of their mother, in respect of Kh. No. 46 & 49 and balance plots in approved layout in Kh. NO. 156 & 155; AND

WHEREAS, later on the property being Kh. No 46 & 49 and balance plots in the approved layout in Kh. Nos. 156 &155 was further partitioned by innovating a new device of relinquishing the share of other members of Mudliar family in favour of one member of Mudliar family, by seven different Deeds and the said Seven Deed of Relinquishment are duly registered in the office of the Joint Sub Registrar Nagpur-1 in Addl. Book No. 1, at Sr. Nos. 297,298,299,301,304,305 & 306 on dt. 7/1/1992; AND

WHEREAS, with effect of the above Deed of Relinquishment, the Ownership of Property being Malik Makbuza freehold land bearing plot No. 55 in approval layout of Kh. No. 156 of Mouza – Binaki lies with shree Sanjay Nityanand Mudliar the Owner named hereinabove and accordingly his name is duly mutated in all government and semi government records, revenue records.

WHEREAS, the owner received Plot No. 55 as per the above mentioned documents and while fixing Khasra boundary by the City Survey Department measurement it admeasuring 3767 Sq. Ft. and accordingly his name is mutated for the same in the City Survey Record; AND

WHEREAS, as a result therefore, Sanjay Nityanand Mudliar the Owner hereinabove name have now become as exclusive, absolute and full Owner of the aforesaid **Plot No. 55,** admeasuring about 350.00 Sq. Mtrs. (3767 Sq. Fts.) with heritable and transferable rights therein; AND

WHEREAS, the name of the owner is recorded in the City Survey records, Corporation records and Nagpur Improvement Trust. As a result therefore the owner has the absolute and full rights to Sell / Develop the said property through the developer **M/S Nirmayi Construction,** AND

AND WHEREAS the land owner for the development of the said plot in to residential estate by constructing ……. storied building thereon consisting separate residential Units on each floor as per sanctioned plan of building enter in to Agreement to Development with M/S NIRMAYI CONSTRUCTION upon the several terms and conditions contained therein which is duly registered in the office of sub registrar Nagpur No. 8 at sr. No…… on dt …….. By the said Agreement the Vendor has allowed and permitted the Developer / Promoter / Confirming Party to develop the said Project Land into a Commercial/Residential Estate by constructing a Multistoried Building thereon consisting of various Chambers and self contained separate Apartments therein;

WHEREAS, for implementing the aforesaid proposed scheme, the Vendor has executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favor of the Developer / Promoter / Confirming Party on_____and the same is duly registered at the Office of the Joint Sub Registrar, Nagpur No. _ in Book No. 4 at Sr. No. _..... on***(hereinafter referred to as "the Power of Attorney")***;

WHEREAS, the Vendor and Developer / Promoter / Confirming Party does hereby state and declare that there are no impediments attached to the said Land. There are no any Tenants or illegal encroachment on the said Land and the Vendor has clear possession of the said Land. The said Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS, developer decided to develop the said plot of land by constructing there 6 storied building consisting separate residential Units on each floor in the said building and building to be known and styled as to be known and styled as **"HARIHAR CLASSIC"** and the same is duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur, having its Permit No. **480/BP/BINAKI/TP/NMC/2114 Dated 26/03/2021** AND

WHEREAS, by virtue of the Development Agreement and General Power of Attorney, the Developer / Promoter / Confirming Party has sole and exclusive right to sell the Apartments/Shops / Chambers in the said building/s to be constructed by the Developer / Promoter / Confirming Party 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;

WHEREAS, on demand from the Purchaser, the Developer / Promoter / Confirming Party 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 Developer / Promoter / Confirming Party's Architects Messrs_____ 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 there under. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party 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 Developer / Promoter /Confirming Party

WHEREAS, the Developer / Promoter / Confirming Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

WHEREAS, the Developer / Promoter / Confirming Party has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

Whereas the purchaser hereinabove named has satisfied himself in respect of the vendors title to the said property as good valid and marketable and purchaser has also seen the approved the plan of the proposed multistoried Building .

AND WHEREAS, the Purchaser / Party No. 2 is desirous of owning one residential **Unit / Flat No…….** admeasuring total Super Built up area …….. Sq. Mt. on the **……. FLOOR** in the said Proposed to be constructed on the said piece of land along with proportionate undivided share and interest in the total plot / land and approached the Vendor / Developer / Party No. 3 and the Purchaser / Party No. 2 is agreed to purchase the said Residential UNIT/FLAT no. ……. (detail given in the Schedule) for the total consideration of **……** (Thirty …… only) on the terms and conditions appearing and contained therein..

WHEREAS, the carpet area of the said Apartment is_____**square meters;**Open / Enclosed Balcony area is…….**square meters;** Terrace area is__…. **square meters,** and **"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;

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

WHEREAS, prior to the execution of these presents the Purchaser has paid to the Developer / Promoter / Confirming Party a sum of Rs. _____(Rupees_____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer / Promoter / Confirming Party to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer / Promoter / Confirming Party both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer / Promoter/ Confirming Party the balance of the sale consideration in the manner hereinafter appearing;

WHEREAS, the Developer / Promoter / Confirming Party has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no._____

WHEREAS, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

THAT, the purchaser / Party No. 2 has seen the sanctioned Building Plan and also satisfied himself in respect of the title of the OWNER of the said Plots/ Property as being the valid and marketable title and therefore the purchasers / Party No. 2 has accepted the same. That the Vendor / Developer have agreed to sell and the Purchaser / Party No. 2 agreed to purchase ALL That entire R.C.C. superstructure Residential units bearing **RESIDENTIAL FLAT/UNIT No. ……..** covering built up area admeasuring …….. Sq.Mtrs**.** ……. **THIRD FLOOR** of a building constructed on possesses All that piece and parcel of Malik Makbuza land bearing **Plot No. 55,** admeasuring about as per CTS Extract 350.00 Sq.Mtrs. (3767 Sq. Fts.)as per measurement sheet 305.00 Sq.M.as per site 297.055 Sq.M with all easementary rights appurtenant and belonging thereto, situated in approved layout of Kh. No. 156 of **MOUZA: BINAKI**, in Shantinagar Locality, Municipal House No. 876/55 Ward No. 22 City Survey No. 1060/3 (old 1060), Sheet No. 394/61 Mouza- Binaki, within the limits of Nagpur Municipal corporation and Nagpur Improvement Trust, Tahsil & District – NAGPUR, a total sale consideration of **Rs ……** (Rupees …… lac only) and the details of the agreed amount of sale consideration / payment is given as under.

MANNER OF PAYMENT

1.	At foundation level	35%
2.	At R.C.C. structure level (10% on each slab)	40%
3.	At Brick works	10%
4.	At finishing level	10%
5.	At the time of possession	5%
		100%

1) The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, 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 Developer / Promoter / Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer / Promoter / Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer / Promoter / Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment
2) The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate

account of Income Tax Department.

2) THAT the property described in the schedule herby agreed to be sold is free from encumbrances of all kinds whatsoever.

3) The Total Price is escalation-free, save and except 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 Developer / Promoter / Confirming Party 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 Developer/ Promoter / Confirming Party 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.

4) THAT the Developer / Promoter / Confirming Party shall be exclusive in- charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

5) THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

6) THAT, Time is essence for the Developer / Promoter / Confirming Party as well as the Purchaser. The Developer / Promoter / Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer / Promoter / Confirming Party as provided

7) If the Developer / Promoter / Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer / Promoter / Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer / Promoter / Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two

percent, on all the delayed payment which become due and payable by the Purchaser to the Developer / Promoter / Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer / Promoter / Confirming Party.

8) Without prejudice to the right of Developer / Promoter / Confirming Party to charge interest, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer / Promoter / Confirming Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer / Promoter / Confirming Party shall at his own option, may terminate this Agreement:
9) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer / Promoter / Confirming Party in the said building and the Apartment as are set out in ***Annexure 'E',***

10) The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser on or before_____day of_____ 20 _ butsubject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer / Promoter /Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer / Promoter / Confirming Party. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaserthe amounts already received by it in respect of the Apartment with interest at thesame rate as may mentioned herein above from the date the Developer / Promoter / Confirming Party received the sum till the date theamounts and interest thereon is repaid
11) Provided further that the Vendor/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, etc. are paid by the Purchaser in full to the Developer / Promoter / Confirming Party hereto.

12) Provided further that the Developer / Promoter / Confirming Party 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.

13) The developer shall not incur any liability if the developer is are unable to deliver possession of the said flat within the period stipulated above , if the completition of the building is delay by reason of non availability of steel cement , other building material , water electric supply war any notice, ban, order rule notification of government or other competent authority or any other reason beyond the control of the vendor and in any case of the aforesaid event the vendor shall be entitled to a reasonable extension of time for construction and delivery of possession of the said flat . The purchaser shall not entitle to claim any right or litigate with the builder in the event of delay of delivery of possession.

14) THAT, in case, if the purchaser / party No. 2 fails to pay the amount of sale consideration as mentioned in the manner of payment or commits any breach of the terms and conditions hereto, then this agreement of sale shall be terminable . In the event of such termination and cancellation of the this agreement the Vendor / Developer / Party No. 3 shall be at full liberty to resell the said apartment together with the undivided share and interest in the said plot of land to any intending buyer without any further intimation or reference and notice to the purchaser and in such case developer return back within the three month after deducting there from, an amount equivalent to 15% of the total cost of the said property as liquidate damages and this Agreement shall be stand terminated in the discretion of the vendor / Developer / Party NO. 3. It is hereby also agreed that under such circumstances, the Purchaser / Party No. 2 shall not be entitled to any interest damages etc. under any nomenclature whatsoever.

15) THAT. Purchaser shall individually pay all corporation Tax and cesses water tax, if any, and other dues whatsoever accruing on thereon the said residential unit , from the date of handing over physical possession of said residential Unit / Flat or up to the date of execution and registration of sale deed whichever is earliest .

16) That the developer shall erect and build the proposed building consist of various self contained separate apartment therein in accordance with the plan sanctioned by the Nagpur Improvement trust Nagpur and specification mentioned above appended thereto No deviation shall be made in the sanctioned Plan Extra additional facilities shall however be provided by the developer at request of the purchaser subject to extra payment thereof to be made by him in advance

That the vendor has reserved its right to revise the sanctioned plan subject to approval of the Nagpur Improvement Trust and NMC.

17) THAT, the Developer shall not deliver the actual possession of the said Unit / Flat to the purchaser unless and until the entire agreed cost of the above said residential apartment ,the cost of construction , charges for instillation of electric and water meters, cabling charges legal expenses, stamp duty , and registration charges and service tax , vat tax ,etc are paid by him in full to the vendor in respect of property hereby agreed to be purchase. And upon the clearances the vendor shall execute sale deed in respect of the said flat and deliver the actual possession to the purchaser.

18) That the purchaser hereby agree to pay proportionate additional charges for installation of transformer and obtaining individual electric meters from Maharashtra state electricity Board and water supply meters from Nagpur Municipal corporation leaving apart the price of the flat mentioned herein above .

19) THAT, the Vendor / Developer / Party No. 1 shall be exclusive in charge of the construction in all respect of the said building, without any let or hindrance or interference by the Purchase / Party No. 2 or through any other contractor or person, Architect ,advisory agency for modification or construction.

20) THAT the purchaser has been seen verified and inspect all relevant original documents of title of the vendor and other documents relating to rights and authority of the vendor and also verified & inspect the layout plan Design Building Permit Sanctioned Building Plan etc. relating to the said residential Units . the purchaser made relevant inquiry about the Said plot and Building from concerned authorities of government and semi government in respect of the land and building and fully satisfied with the right total and authority of the vendor being good valid and marketable and has accepted the same . the purchaser therefore agreed to purchase the above mentioned Unit / Flat and hereinafter it shall not be open to the purchaser to questions the rights title and or authority of the developer before any forum or to make any claim in respect thereof . The purchaser shall not make any claim and raise any compliant or objection before any forum authority department court as to the title authority department court as to the title, authority, facilities amenities' specifications' sanctions etc.

21) THAT, time for payment of each of the installments as stipulated in the manner of payment hereto and TIME IS THE ESSENCE OF THE CONTRACT" as mentioned above. However, without prejudice to their rights, the Vendor / Developer / Party No. 1 grant a grace period of one month, from the due date. It is further understood by the purchaser / Party NO. 2 that he / she / they shall not be entitled to claim such grace period in any case more than one occasion, during the stipulated period.

22) That, the Purchaser shall use the said Flat /Unit for residential purpose only and shall not do or cause to be done any act or things in any manner which is likely to cause nuisance, annoyance or inconvenience to other flat owner of the said building or owners or occupies of the neighboring properties.

23) The Purchaser shall always keep the above mentioned RESIDENTIAL UNIT in as good repairs and habitable conditions. The Purchaser shall not use the said Flat for any illegal or immoral purpose and restrained to start beer Bar or trade Liquor or Indian / foreign brand liquor from this flat. The Purchaser shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the entire building without any reservation.

24 THAT, the Vendor / Developer / Party No. 1 shall not be responsible for delay in sanction / Disbursement of "Housing Loan" to the purchaser / Party No. 2 for any reason whatsoever. In such case the Purchaser/s/Party No.2 shall be entitled to any concession in the penalty, payable by him on delayed payments.

25) THAT, the purchaser / Party No. 2 hereby specifically agreed with the Vendor / Developer / Party No. 1 that even after taking the actual physical possession of the above said residential unit, the purchaser / Party NO. 2 shall not object or prevent or obstruct the Vendor /Developer in any way in carrying out construction and completing the work of other unit in the said building and also for storing and keeping the building materials on the available open land.

26 THAT, the available open space and the common areas as may be provided in the said building , shall be remain use of all the flat owners in the building and shall be of common use of all the apartments owners severally or jointly with other Unit / Flat owners. in the said building and shall always remain undivided and no partition or division of any part thereof be effected or carried out by the purchaser/s/Party No. 2, That, the right of distribution of open land, open terrace, open passages, verandah and parking spaces to individual Purchaser/s, is reserved by the Developer/Party No.1.

27)THAT, the Purchaser/Party No. 2 shall not erect any additional construction on the available open space or on the top or on pergolas or on the terrace of the building even if the F.S.I. relating to the said plot of land, is increases at any subsequent stage due to any reason, whatsoever. It shall be sole and exclusive right of Vendor/Developer/Party No. 3 to consume and utilize such enhanced F.S.I.,. It is also understood by the parties' hereto that the top terrace, which would be formed in the proposed building, shall belongs to the Vendor/Developer/Party No. 1.

28) That the description of property hereby agree to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and In the event if any misstatement error or omission shall be discovered the same shall not annul this contract and agreement to sale nor shall any compensation be allowed in respect thereof, but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

29) That the vendor reserves the rights to erect any additional construction on the top of the terrace of the building in the event of any increase in the permissible F.S.I. in relation to the said plot of land in future and in such contingency the purchaser shall not be entitled to obstruct or object to same

,. It is further understood by the purchaser that in the event in increase in F.S.I. in relation to the said plot of land there shall be an automatic proportionate reduction in the undivided proportionate share in the land of the purchaser and for which the purchaser shall not be entitled to claim the refund or damages from the vendor.

30) THAT, the purchaser further agree to pay the vendor/developer service tax, under work contract Act, value Added Tax, sale Tax and any other necessary Tax, levied by the Government of Maharashtra or the union government or any other authority , on the cost of construction of the said Unit / Flat , on the cost of building materials use or the cost of land has the case may be at present and in future and Purchase / Party No. 2 has agreed to pay the same as and when demanded by the Vendor / Developer/

31) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32) All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

33) 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.

34) 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.

SHEDULE OF PROPERTY

ALL That entire R.C.C. superstructure Residential units bearing **RESIDENTIAL FLAT/UNIT No. ….** covering covering built up area admeasuring **…….. Sq.Mtrs.** Super Bulit up area …….. **Sq.Mtrs.** on the **…… FLOOR** of a building to be known and styled as **"HARIHAR CLASSIC" '**along with ……% undivided share and interest in that piece and parcel of of Malik Makbuza land bearing **Plot No. 55,** admeasuring about as per CTS Extract 350.00 Sq.Mtrs. (3767 Sq. Fts.)as per measurement sheet 305.00 Sq.M.as per site 297.055 Sq.M with all easementary rights appurtenant and belonging thereto, situated in approved layout of Kh. No. 156 of **MOUZA: BINAKI**, in Shantinagar Locality, Municipal House No. 876/55 Ward No. 22 City Survey No. 1060/3 (old 1060), Sheet No. 394/61 Mouza- Binaki, within the limits of Nagpur Municipal corporation and Nagpur Improvement Trust, Tahsil & District – NAGPUR. Plot No. 55 (part) bounded as under:-

East :- Plot No. 99 B boundary of mouza Chikhali
West :- . ROAD
North :- Plot no. 54
South :- 9 Mtrs. ROAD

SPECIFICATION

Structure	:-	R.C.C. Frame Structure
Wall	:-	good quality bricks walls External wall 150mm Thick/internal wall 115mm thick
Plaster	:-	Inner and outer funty plaster
Flooring	:-	verified tiles in entire flat (24 x 24) anti skid Tiles in toilets balconies & internal terraces
Doors	:-	Bajaj Besecure main door All other doors with Cement concrete frame
Windows	:	Two track aluminum windows with tinted Glass & M.S. safety grill for windows.
Painting	:	Internal painting Acrylic distemper withputting External Ace painting as per elevation given.
Kitchen Otta	:	Otta with Green Marble top with stainless steel Sink Glazed/ceramic dado tiles above platform upto the lintel level.
Toilets	:	Glazed dado tiles on the wall up to 7 heights Antiskid floor tiles

Water Supply : N.M.C. & well water supply through overhead Tank

Parking : spacious parking with flooring in open parking And building margin.

Electrification : Concealed electric fitting 3.5 point in each room T.V. power plug telephone point in hall, one Power plug in kitchen each toilet, with modular Switches fitting.

NOTE : - All expenses towards Electric Meter, M.S.E.B Network/Transformer. Cable Charges, ORC & SLC Charges, Water Meter, Sale Deed Expenses, Stamp duty and documentation charges changes in the specification & plan will cost extra elevation charges not allowed Service Tax, LBT, VAT, SALE TAXES or any other taxes levied by State or Central Government or any authority shall be borne by Apartment Owner only. Possession of flat shall be given after clearance of all dues.

IN THE WITNESSES WHEREOF, the owner / party No. 1 Vendor / Developer / Party No. 3 and the Purchaser / Party No. 2 have signed this Agreement of sale in presence of the attesting witnesses on the day month and year mentioned above at Nagpur.

DRAFTED BY ADV, ASHWINI R. DALVI as per instruction and document placed before me.

Owner / PARTY No. 1

Through the power of attorney holder

Shri Ashish Barsagade

PURCHASER / PARTY No. 2

PURCHASER NO. 2 / PARTY NO. 2

DEVELOPER / PARTY No. 3

NIRMAYI CONSTRUCTION

PRO shri Ashish Barsagade

witnesses