

Flat No.

AGREEMENT TO SALE

Market Value at Rs. _____/-
Consideration of Rs. _____/-
Stamp Duty Paid of Rs. _____/-

(MOUZA : NAGPUR, CITY SURVEY NO. 160 and 161, SHEET NO. 234,
ITEM NO. 1.79/234, @ RS. 45,970/- PER SQ. MTR.)

THIS AGREEMENT TO SALE is made and executed at Nagpur on this ____ day
of _____, 2021 by and between

- 1. **SHRI. NANDKISHOR SHRIRAM YADALWAR**
Aged about:63 Years, Occupation- Retire,
- 2. **SHRI. CHANDRASHEKAR SHRIRAM YADALWAR**
Aged about:60 Years, Occupation- Service,
- 3. **SOU. SEEMA RAVINDRA ACHRLEWAR**
Aged about:55 Years, Occupation- Housewife,
- 4. **SHRI. ANIL SHRIRAM YADALWAR**
Aged about:52 Years, Occupation- Service
All residents of Juni Telghani Road, Ganeshpeth, Nagpur- 440018
Acting Through their Registered Power of Attorney Holder

SHREE KRISHNA BUILDER AND DEVELOPERS
acting through its Partner **PAN No. ADWFS0505M**
I. **SHRI.GHANSHYAM S/O VITHALDAS DAGA,**
Aged about:52 years, Occupation: Business,
Resident of Daga Mension, Badkas Chowk, Mahal, Nagpur - 440032 .
ADHAAR NO. 2514 7076 1265, MOBILE NO. 9371999305

II. SHRI. NILESH S/O HEMRAJ PAUNIKAR

Aged about:38 years, Occupation: Business,
Resident of Manish Nagar, Nagpur - 440015.

ADHAAR NO. 6243 2050 0347, MOBILE NO. 9326814171

(Hereinafter jointly referred to as the 'SELLERS/VENDORS/LAND OWNERS' which expression shall, unless it is repugnant to the context or meaning thereof always mean and include the said vendors as well as their respective heirs, legal, representatives, successors, administrators, executors and assigns OF THE FIRST PART.)

AND

1. _____
Aged about: ____ Years, Occupation- _____,
PAN No. _____, MOBILE NO. _____
ADHAAR NO. _____,
2. _____
Aged about: ____ Years, Occupation- _____,
PAN No. _____, MOBILE NO. _____
ADHAAR NO. _____,
All are residents of _____,
_____, Nagpur- 4400____

(Hereinafter referred to as the 'PURCHASER' which expression shall, unless it is repugnant to the context or meaning thereof always mean and include their respective heirs, legal, representative, successors, administrators, executors and permitted assigns) OF THE SECOND PART.

AND

SHREE KRISHNA BUILDER AND DEVELOPERS

Through Partner **PAN No. ADWFS0505M**

1. **SHRI. GHANSHYAM S/O VITHALDAS DAGA,**
Aged about: 52 years, Occupation: Business,
R/o: Daga Mension, Badkas Chowk, Mahal Nagpur - 440032.
PAN No. ABZPD6567H, MOBILE NO. 9371999305
ADHAAR NO. 2514 7076 1265,

2. **SHRI NILESH S/O HEMRAJ PAUNIKAR**
Aged about: 38 years, Occupation: Business,
R/o: Manish Nagar, Nagpur - 440015.
PAN No. ANRPP7596C, MOBILE NO. 9326814171
ADHAAR NO. 6243 2050 0347,

(Hereinafter referred to as the 'DEVELOPER/CONFIRMING PARTY' which expression shall, unless it is repugnant to the context or meaning thereof, always, mean and include, the said partnership Firm, its partners as well as their respective heirs, representatives, executors, administrators, successors and assigns or person/s for the time being constituting the said firm and their assigns) OF THE THIRD PART.

WHEREAS the Vendors owner of all that Piece and Parcel of land bearing House No.101, 102, 131 and 132, Ward No.6, Situated at Juni Telghani Raod, Ganeshpeth, Nagpur, Division 1, Circle No 2, Mouza- Nagpur, Sheet No.234, City Survey No,160, Admeasuring area 195.285 Sq. Mtrs., City Survey No.161 admeasuring about 72.00 Sq. Mtrs, City Survey No. 164 admeasuring about 74.22 Sq. Mtrs., Total

admeasuring area 341.505 Sq. Mtrs., Tahsil and District Nagpur within limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur. AND

WHEREAS the Originally Shri. Laxman S/o Usanna Yadalwar owned and in possession of the land bearing City Survey No. 164 admeasuring about 74.22 Sq. Mtrs., who expired on 25.04.1942 and his wife Smt. Chindubai W/o Laxmanrao Yadalwar owned and in possession of the land bearing City Survey No 160, Admeasuring area 195.285 Sq. Mtrs., City Survey No.161 admeasuring about 72.00 Sq. Mtrs., who expired on dated: 08.10.1983. That after the death of Shri Laxman Yadalwar and Smt Chindubai Yadalwar, their legal heir namely Shri. Kahsinath S/o Usanna Yadalwar and Shri. Shankar S/o Usanna Yadalwar are become absolute owner of the said property; AND

WHEREAS the Shri. Shankar S/o Usanna Yadalwar has expired on 22.02.1977 and his wife Smt. Parwati Wd/o Shankar Yadalwar has expired on dated:20.11.1994; AND

WHEREAS the Shri. Kashinath S/o Usanna Yadalwar has expired on 22.11.1952 and his wife Smt. Chandrabhaga Wd/o Kashinath Yadalwar has expired on dated:15.01.1983 and thereafter their only legal heir namely Shri. Shriram S/o Kashinath Yadalwar become absolute owner of the said property; AND

WHEREAS, Shri. Shriram S/o Kashinath Yadalwar has expired on 15.04.1994 at Nagpur and his wife Smt. Prabha Wd/o Shriram Yadalwar has expired on 15.10.2012. and thereafter their legal heirs Shri. Nandkishor S/o Shriram Yadalwar, Shri. Chandrashekar S/o Shriram Yadalwar, Sou Seema W/o Ravindra Archalewar, Shri Pramod S/o Shriram Yadalwar, and Shri. Anil S/o Shriram Yadalwar are become joint owners of the said property. Thereafter Shri. Pramod Shriram Yadalwar has expired on 04.12.2010. Thus the vendors become absolute owner of the abovesaid property; AND

WHEREAS, the Vendors/Sellers mutated their names in Revenue records i.e. City Survey records, Corporation records and relevant records as the owner of the said property; AND

WHEREAS for cogent reasons and good causes the Land Owners has now decided to develop the aforesaid property into Shop cum Residential Estate by constructing a Multistoried building thereon consisting of various self contained separate apartments shops and offices therein. AND

WHEREAS having no experience about the building construction activities, the Land Owners has now decided to entrust the entire work of Development of the said property to any well experience builder of the city; AND

WHEREAS the Land Owners being desirous of developing the said property and the Developer hereinabove named having expressed its desire willingness to undertake the proposed work of Development to the Land Owners and after detailed negotiations Developer has now agreed to develop and sale the aforesaid property to the Sellers/prospective buyers and/or its nominees upon the following terms and condition; AND

WHEREAS the owners of the said land/the Sellers hereinabove agreed to develop the said land into a residential cum commercial complex and accordingly they have entered into an agreement of Development with the Developer SHREE KRISHNA BUILDER AND DEVELOPERS through its partner Shri Ghanshyam s/o Vitthaldas Daga & Shri Nilesh S/o Hemraj Paunikar, and has given the said land to the Developer for developing into a Commercial-cum residential complex; AND

WHEREAS, the Sellers has entered into an agreement of development dated 30/09/2019 with the Developer-SHREE KRISHNA BUILDER AND DEVELOPERS through its partner Shri Ghanshyam s/o Vitthaldas Daga & Shri Nilesh S/o Hemraj Paunikar. The same Agreement of Development duly registered in the office of the Sub-registrar No.5 Nagpur at Serial no 6775, on dated 30/09/2019 with paying proper stamp duty 5% i.e. Rs.5,20,000/- and proper maximum registration fee of Rs.30,000/- That as per Agreement of Development, the Developer has full rights for developing the said land into Commercial cum Residential Complex and to sell the same to the prospective buyers and to receive consideration thereof; AND

WHEREAS, the Sellers/Vendors have executed and registered a separate Registered Irrevocable General Power of Attorney in favour of the Developer-SHREE KRISHNA BUILDER AND DEVELOPERS through its partner Shri Ghanshyam s/o Vitthaldas Daga & Shri Nilesh S/o Hemraj Paunikar on dated 30/09/2019 registered at serial no.6776 and the said attorney is empowered and authorized to enter into an agreement, execute the sale deed and deal with the property; AND

WHEREAS the Land Owners/ Grantors has Appeal to the SLR vide its bearing No.183/2017-218, for City Survey No 161 amalgamate into City Survey No.160 and SLR order pass on dated:27/12/2017 its order No.152/2017-2018, after said Order City Survey No.161 admeasuring about 72.00 Sq. Mtr. merge/ amalgamate into City Survey No.160, Now City Survey No.160 admeasuring about 267.285 Sq. Mtr.; AND

WHEREAS as per Agreement of Development, the Developer constructed a multistoried building consisting of various self construct separate residential Apartment cum commercial complex on the said **land bearing House No. 101 and 102, Ward No.6, Situated at Juni Telghani Road, Ganeshpeth, Nagpur, Division 1, Circle No 2, Mouza- Nagpur, Sheet No.234, City Survey No. 160 and 161 (amalgamate with CTS No. 160) admeasuring about 267.285 Sq. Mtrs.**, Tahsil and District Nagpur within limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur (Herein after refer as "Said Property/Land/Plots") owned and possesses by the Sellers/Vendors and which is more particularly described in "SCHEDULE – A" written here under and Hereinafter referred to as the "SAID PROPERTY" is absolute property of the present Vendors; AND

WHEREAS a building plan for construction of a New Multistoried building for the said land has been sanctioned by the Assistant Director, Town Planning Deptt, Nagpur Municipal Corporation (N.M.C) vide its building permit No.449/BP/NAGPUR/TP/NMC/348 Dated- 02/03/2021; AND

WHEREAS Land Owners of the said land have executed the Deed of Declaration in relation to the scheme of apartments on said land and subjected the said property to the provisions of the Apartment Ownership Act, 1970. The said Deed Of declaration registered at serial number 1924/2021, in the office of the Joint Sub Registrar No.3, Nagpur on 09/03/2021; AND

WHEREAS, the Developer/confirming Party is carrying on construction of a multistoried building known and styled as "**GOKUL VRINDAVAN**" on the aforesaid property; AND

WHEREAS the Sellers/Vendors and Developer having rights as aforesaid proposed a scheme of residential Apartments/Flats to be sold on ownership basis; AND

WHEREAS the present Purchaser being desirous of purchasing and acquiring on ownership basis a residential Flat approached the Sellers/Vendors with such a proposal; AND

WHEREAS, the PURCHASERS being desirous of owning Apartment/**Flat No.**_____ on _____ **FLOOR** in the said building “**GOKUL VRINDAVAN**” (Hereinafter refer as Said Apartment/Flat) approached the Developer/Confirming Party and accepted above proposal and after verification and full satisfaction the Purchaser agreed to purchase the said Flat; AND

WHEREAS the Purchaser applied to the Sellers/Developer for allotment of the residential Apartment/**Flat No.**_____ on _____ **FLOOR** in the said building “**GOKUL VRINDAVAN**” on the said property for the total Considerations of **Rs.**_____/ - (**Rupees** _____ **Only**) on lum sum basis and now the parties to this Agreement of sale have agreed to sale and purchase the aforesaid a **Apartment/Flat No.**_____ on the terms and conditions mention below; AND

WHEREAS the Purchaser is aware of the fact that the said entire scheme shall be executed under The Maharashtra Apartment Ownership Act, 1970. Accordingly therefore, the Purchaser hereby agreed to his / her/them consent to become a member of the association of the shop/Office/Apartment/Flat owners and abide by the rules and regulations; AND

WHEREAS the parties hereto have decided to enter into this agreement and also decided to reduce the said terms and conditions in writing as under:-

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

1. **That**, the Purchaser hereby agrees to purchase and acquire one residential Apartment/Flat bearing No. **Flat No.**_____ on _____ **FLOOR** in the building known and styled as “**GOKUL VRINDAVAN**”, which is admeasuring about Super built up area **104.9 Sq. Mtrs. (i.e. 1128.8 Sq. Ft.)** which is more particularly described in the Schedule of Property in SCHEDULE “B” here in under written.
2. **That**, the Sellers and Developer hereby convent that the title of the Sellers are clear and the Sellers had not mortgaged the said Apartment/Flat hereby agreed to be sold. If any encumbrance is found in the title of Sellers/ Developer shall indemnify the Purchaser for the loss caused to the Purchaser due to the defect in title or encumbrance over the said property.
3. **That**, the Sellers and Developer shall provide the various specifications to the aforesaid residential Apartment/Flat, which verified and agreed by the Purchaser. The Purchaser may have better amenities and improved specifications at his/her/their own extra cost, which will be decided by and between the Purchaser and the Sellers/Developer by way of mutual discussions.
4. **That** the Purchaser has agreed to pay the Sellers/Developer towards the cost of the aforesaid residential Apartment/Flat shall be **Rs.**_____/ - (**Rupees** _____ **Only**).
5. **That**, the Purchaser hereby agrees and undertakes to pay to the Sellers/Developer to the purchase consideration of **Rs.**_____/ - (**Rupees** _____ **Only**). In the manner described here in under:-

SCHEDULE OF PAYMENT

At the time of booking paid by the Purchaser to the Sellers/Developer by Cash/Cheque No. _____ drawn on _____ bank, _____ Br., Nagpur, Dt: _____. **Rs. 0,00,000/-**

On completion of Plinth Level	<u>Rs. 0,00,000/-</u>
On completion of First Slab	<u>Rs. 0,00,000/-</u>
On completion of Second Slab	<u>Rs. 0,00,000/-</u>
On completion of Third Slab	<u>Rs. 0,00,000/-</u>
On completion of Fourth Slab	<u>Rs. 0,00,000/-</u>
On completion of Fifth Slab	<u>Rs. 0,00,000/-</u>
On completion of Sixth Slab	<u>Rs. 0,00,000/-</u>
On completion of Bricks Work of Flat	<u>Rs. 0,00,000/-</u>
On completion of Tiles Work of Flat	<u>Rs. 0,00,000/-</u>
On completion of Paint Work of Flat	<u>Rs. 0,00,000/-</u>
At the time of Possession or Sale Deed whichever is earlier	<u>Rs. 0,00,000/-</u>
 Total Consideration Amount	 <u>Rs. 00,00,000/-</u>

6. **That**, the Vendor and Developer hereby acknowledge and received the part consideration amount of **Rs.**_____/ - (Rs. _____ Only) by Cheque, NEFT/RTGS and balance consideration amount **Rs.**_____/ - (Rs. _____ Only) shall be pay by Purchaser to the Sellers/Developer within __ month from this Agreement.
7. **That**, notwithstanding anything stated hereinabove, it is specifically agreed by the Purchaser that the time stage as stipulated in the aforesaid Schedule of Payment, in the case of Payment of each installment is the essence of the contract. As a result, therefore, this agreement shall automatically stand terminated and cancelled immediately on the date of default on the part of the purchaser in making the payment of any of the above installments to Sellers/Developer. However, for the genuine reasons, the Sellers/Developer may in its absolute discretion grant a grace period of one month only to purchaser in the case of payment of any two installments only.
8. **That**, the possession of the Sellers/Developer over the said parcel of land shall remain unimpeded till the entire building its constructed thereon and completed in all respect and the commercial shops and residential Apartments/Flats therein are made available for occupation and delivered to the prospective purchasers including the Purchaser.
9. **That**, the Sellers/Developer shall be exclusively in charge of the construction of the proposed building including that of the residential Apartment/Flat chosen by the Purchaser/s in all respect without any let or hindrance or interference by the Purchaser or any other contractors and under no circumstances the Purchaser shall enter into any building contract of the Apartment/Flat with any engineer, architect, building contractor or any other supervisory agency and such contract, if made by them shall be void and not at all binding upon the Sellers/Developer.
10. **That**, during the period of the building construction the Purchaser with at least two day's previous intimation to the Sellers/Developer may visit the said premises and inspect the apartments chosen by them with respect to the plan, specification and quality of building materials used, if available on the site.
11. **That** since the present scheme of commercial shops/Office/residential Apartment/Flat will be executed under the apartment ownership act, 1970 the purchaser

hereby agreed to become a member of the Apartment Owners Association and also abide by its bylaws etc. and render necessary co-operation in the matter.

12. **That**, the Purchaser specifically agrees with the Sellers/Developer that he/she/they will seek prior permission in writing from the Sellers/Developer for resale or rented of shop/Flat/ Apartment chosen by him/her/them till the completion of building construction.

13. **That**, the Sellers/Developer shall complete the work of construction of the residential Apartment within the period of ____ months from the date hereof, and the same shall not be stayed all delayed by the Sellers/Developer beyond the stipulated time subject to the timely payment of stipulated installments by the purchaser, to the Sellers/Developer, However, the Sellers/Developer will not be held responsible for the delay in completing the work of construction beyond the schedule time, caused on account of civil commotion, war or any other reason, which is beyond control of the Sellers/Developer.

14. **That** the Purchaser shall when called upon by the Developer signed and executes all documents and instruments pertaining to the said building and the apartments chosen by him/her/them.

15. **That**, in the event of the Purchaser committing any breach of any of the terms and conditions herein contained or default in payment, this agreement shall IPSO FACTO come to an end and the amounts paid by him/her/them shall be refunded to him/her/them by the Sellers/Developer within ____ months from the date of this agreement and the same shall stand terminated after deducting there from a sum equal to 10% of the agreed total cost of the residential Apartment/Flat chosen by him/her/them by way of liquidated damages and in such an even Purchaser also further agrees to sell the undivided proportionate share and interest in the said plots of land to the Sellers/Developer or its nominee at the cost price without any profit thereof and on obtaining such sale deed from the Purchaser, the Vendor / Developer will have full liberty to resell the said apartment/flat to its nominee.

16. **That**, the Vendor / Developer shall not deliver the possession of the residential Apartment/Flat or commercial Office/Shop chosen by the Purchaser unless the full amount due from him/her/them is paid by the purchaser to the Developer in full and final settlement of the account of the Developer in terms of the provisions herein contained.

17. **That**, the Sellers/ Developer to hereby agree and undertake to execute the Deeds of Sale each relating to the undivided proportionate share and interest in the aforesaid land in favour of individual purchasers on receipt of the entire purchase consideration as mentioned in the schedule of payment above from the Purchaser..

18. **That**, the Purchaser or his successor in title shall observe and perform all the stipulations and conditions as may be laid down by the Co-operative Housing Society/Association of flat owners regarding the occupation and use of the building and shop/Office/Flats/Apartments therein and shall pay and contribute regularly and punctually towards Non-agriculture Assessment, Corporation Taxes, Cesses, Electric and Water charges, Other Maintenance Charges and all other outgoing in accordance with the terms of this agreement and after taking possession of the said shop/office/ Apartment/Flat or Execution of the Deed of sale, whichever is earlier.

19. **That** nothing contained in this present shall be deemed or considered as the demise for transfer in law to the Purchaser of the said shop/office/Flat/Apartment or the said piece of land or any part thereof but such transfer shall take place only on the

execution by the Sellers of a Transfer Deed relating to the said piece of land and/or any undivided share and interest therein with or without structure and registration thereof.

20. **That** the common area and facilities shall always remain undivided and no partition or sub division of any part thereof will be carried out by the purchaser severally or by jointly with any others flat owners.

21. **That**, the Purchaser hereby covenants with the Sellers/Developer that he/she/they shall pay all amount liable to pay and under this agreement, and also observe and perform all the covenants, terms and conditions contained herein.

22. **That**, the Purchaser hereby agreed not to demolish or cause to be demolished the shop/Flat/Apartment chosen by him/her/them or any portion thereof, and at no time to make or cause to be made any temporary or permanent construction of any nature on the available open land and/or any structural alterations in the shop/Flat/Apartment or any part thereof without the prior written permission of the Sellers/Developer.

23. **That**, the Purchaser will not at any time do, cause or permit to be done any nuisances in or upon the said shop/Office/Flat/Apartment nor shall they do anything which will cost annoyance, inconvenience or disturbances to the occupants of the other shop/office/Flats/Apartments in the said building.

24. **That**, the Purchaser agrees to incorporate such terms, condition stipulated and restrictive covenants in the Agreement to Sale, and also in the Deed of declaration as per not set forth herein, but which would be deemed essential to regulate the easement rights of the owner and the other Apartment/Flat owners /shop owners interest in accordance with the provision of the Maharashtra Apartment Ownership Act, 1970” and the rules there under.

25. **That**, the Sellers/Developer reserves it’s right to alter at any time the terms and conditions of the agreement relating to Sale / Transfer including cost of construction of other shop/office / Flats / Apartments in the said building or in the said project.

26. **That**, the Purchaser agrees to pay to the Vendor/Developer all amounts payable under this agreement as and when the same become due, it being specifically understood by him/her/them that time in this respect is of the essence of contract. The Developer shall not be bound to give any notice to the Purchaser for making such payments and the absence thereof shall not be considered as an excuse for non-payment of any amount on due date by him/her/them to the Sellers/Developer.

27. **That**, all letters, receipts and/or notices addressed by the Sellers/Developer to the Purchaser or by Purchaser to Sellers and Developer and dispatch under certificate of posting to his/her/their addresses as mentioned in the agreement shall be deemed to have been delivered to him/her/them.

28. **That**, nothing in this agreement or in law shall affect the right of the Sellers/Developer to dispose of the remaining shop/office/Flats/ Apartments in the said project / Complex, and to appropriate the price or the consideration money thereof for the construction of apartments and the balance for its own use and benefits.

29. **That**, any delay or indulgence on the part of the Sellers/Developer in enforcing against the Purchaser any of the terms and conditions of these presents or any forbearance or giving of the time by it to theme shall not be constructed as waiver by it of the breach of any or terms and conditions of these present committed by him/her/them not shall the same in any way prejudice the right of the Sellers/Developer against the Purchaser.

30. **That**, the Sellers/Developer had paid up to date taxes such as Ground rent, Corporation tax, N.A. cess till the date of agreement and hereby agrees to pay till the execution of Sale Deed or handover the possession to the Purchaser whichever is earlier. then the same shall be borne and paid by the PURCHASER.

31. **That** the Vendor/Developer will be at full liberty to erect any additional construction on the top/terrace of the building land and/or upon the available open land of the said land in order to utilize the available F.S.I. in relation to the said entire land at any further date and the Purchaser will not interfere construct or prevent the Sellers/Developer in commencing carrying on and completing such construction and the Sellers/Developer shall deal with the same in its absolute discretion and right without any hindrance or obstruct from or by the Purchaser.

32. **That**, the Purchaser further agrees to pay to the Sellers, besides the agreed cost of shop/office//Flat/Apartment chosen by him/her/them such sums as are required to the paid on account of Sales tax, Service tax, VAT or any other taxes which are levied or which may be levied by the State or Central Government or any other Authority and the decision of the Sellers/Developer as to the determination of these sums shall be final and binding upon the Purchaser.

33. **That**, the Purchaser will have no right or liberty for placement & operation of any banner on the top of the building as Neon Sign, Glow signboard etc. The Purchaser shall not take any objection any time of the placement of such banner or any sort anywhere on the building by the Vendor/Developer.

34. **That**, the Purchaser further agrees to pay to the Developer, besides the agreed cost of shop/office/Flat/Apartment chosen by him/her/them, such sums as are required to the paid on account of printing of documents, cost of stamp duty, registration fees, legal charges share money, deposit towards Electricity/Water meters and including other incidental, expenses and the decision of the Developer as to the determination of these sums shall be final and binding upon the Purchaser.

35. **That** the PURCHASER has accepted and fully satisfied himself/herself with respect to the title of the aforesaid Sellers to the property described in the Schedule "A" hereunder written, laws being good, valid, marketable and unencumbered one and he/she/they has also taken inspection of and has also received from the developer/Confirming Party, true copies of all the building plans, approved by the Nagpur Municipal Corporation, building permit and all other relevant documents which the PURCHASERS do hereby specifically admit and confirm;

36. **That** the said plot of land along with the construction made thereon is believed and shall be taken to be correctly described in the schedule hereunder written and be sold subject to outgoing agreements, restrictions and rights of the owner and other buyers thereof affecting the same, and if any mis-statement, error or omission shall be discovered the same shall not annul this contract nor shall any compensation be allowed in respect thereof but all the same which is mis-statement, error or omission will always be subject to correction by the Parties hereto.

37. **That** the agreement (Contract) is within the jurisdiction of competent civil court at Nagpur Only.

SCHEDULE OF PROPERTY **SCHEDULE-'A' REFERRED TO ABOVE**

ALL THAT piece and parcel of the land bearing House No. 101 and 102, Ward No.6, Situated at Juni Telghani Road, Ganeshpeth, Nagpur, Division 1, Circle No 2, Mouza- Nagpur, Sheet No.234, City Survey No. 160, admeasuring about 267.285 Sq.

Mtrs., Tahsil and Distict- Nagpur, within limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur and bounded as under :-

On the East	:	Road
On the West	:	Galli
On the North	:	House of Vijay Bhujade
On the South	:	House of Sandip Darekar

SCHEDULE' B' REFERRED TO ABOVE

Alongwith **10.00 %** undivided share of land in all that piece and parcel of the land of the property mentioned and described in SCHEDULES 'A' containing by admeasurements 267.285 square meters, bearing City Survey No-160, Sheet No.234, Corporation House No- 101 and 102, Mouza- Nagpur, situated in Corporation Assessment Ward No-6, in Juni Telghani Road, Ganeshpeth, Nagpur, Tahsil and District- Nagpur.

WITH

ALL THAT R.C.C. super structure comprising residential **Flat No. _____**, on _____ **FLOOR** of the building known and styled as **“GOKUL VRINDAVAN”**, constructed on the land of the aforesaid property, having Super built-up area **1128.8 Sq. Ft. (i.e. 104.9 Sq. Mtrs.)**

IN WITNESSES WHEREOF the Sellers and the Purchasers and Developer do hereby set their respective hands and sign this Agreement of Sale in presence of the attesting witnesses signing as such on the day, month and year above written.

WITNESSES:

1) **Shri. Nandkishor Shriram Yadalwar**
2) **Shri. Chandrashekar Shriram Yadalwar**
3) **Sou. Seema Ravindra Achrlewar**
4) **Shri. Anil Shriram Yadalwar**
Acting Through Their registered Power Of Attorney
Holder **Shree Krishna Builder And Developers**
Acting Through Its Partner
SHRI.GHANSHYAM S/O VITHALDAS DAGA,
(VENDORS)

1) _____

1) **Shri. Nandkishor Shriram Yadalwar**
2) **Shri. Chandrashekar Shriram Yadalwar**
3) **Sou. Seema Ravindra Achrlewar**
4) **Shri. Anil Shriram Yadalwar**
Acting Through Their Registered Power Of Attorney
Holder **Shree Krishna Builder And Developers**
Acting Through Its Partner
SHRI. NILESH S/O HEMRAJ PAUNIKAR
(VENDORS)

(PURCHASER)

(PURCHASER)

2) _____

**SHREE KRISHNA BUILDER AND
DEVELOPERS** Acting Through Its Partner
SHRI.GHANSHYAM S/O VITHALDAS DAGA
(CONFIRMING PARTY)

**SHREE KRISHNA BUILDER AND
DEVELOPERS** Acting Through Its Partner
SHRI. NILESH S/O HEMRAJ PAUNIKAR
(CONFIRMING PARTY)