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AGREEMENT TO SELL FOR _____ /- ONLY

(RUPEES _____ ONLY)

MARKET VALUE _____ /- ONLY

(Item No. _____ Page No. _____ of Mouza - _____ @ Rs. _____ /- Per Sq. Mtrs.)

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2021 BETWEEN : **M/s SPACE BUILDERS & DEVELOPERS**, A Partnership Firm, having its Office at Plot No. 35, Income Tax Colony, Pratap Nagar, Nagpur (Income Tax PAN – ACWFS7422G) and acting through its Authorised Partners **(1) MR. UMESH S/o VITHALRAO BALPANDE**, Aged about 44 Years, Occupation – Business, (Income Tax PAN – ABXPB4024H) (Aadhar No. 4585 6471 3860) (Mobile No. 9881146809) Resident of House No. 2021, Manoj Bhavan, Wardha Road, Near Balpande Ata Chaki, Somalwada, Nagpur, Pin Code No. 440025, Tahsil and District – NAGPUR and **(2) MR. DEODATTA S/o RAMCHANDRA BALPANDE**, Aged about 35 Years, Occupation – Business, (Income Tax PAN – AWHPB0908M) (Aadhar No. 5605 6438 6811) (Mobile No. _____), Resident of Zenda Chowk, Wardha Road, Somalwada, Nagpur, Pin Code No. 440025, Tahsil and District – NAGPUR, hereinafter called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM and its PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

(1) _____, Aged about _____ Years, Occupation – _____, (Income Tax PAN – _____), (Adhar Unique Identity No. _____) (Mobile No. _____) and **(2)** _____, Aged about _____ Years, Occupation – _____, (Income Tax PAN – _____), (Adhar Unique Identity No. _____) (Mobile No. _____) Both Residents of _____, Pin Code No. _____, Tahsil and District – _____, hereinafter called the **PURCHASER(S)**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER(S)**, as well as her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS, ALL THOSE pieces and parcels of land bearing Khesra No. 66/4, 66/5 of Mouza – SOMALWADA, P.H. No. 44, and including all other easementary rights appurtenant and belonging thereto, bearing City survey No. 518, Sheet No. 686/35, situated at Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR, originally belongs to (1) Shri Arun Namdeorao Kawre, (2) Shri Subhash Gopalrao Sarode, (3) Shri Deorao Kesharao Pande and (4) Shri Mukteshwar Bhikaji Apte being their separate property having purchased same by them from Shri Bhagwan Zabda Balpande vide registered Sale Deed dated 20.07.1981, which is duly registered at Sr. No. 4065 in the office of the Sub Registrar Nagpur-3;
AND

WHEREAS, during the course of time the aforesaid Shri Mukteshwar Bhikaji Apte left for heavenly abode on 16.01.1995 and leaving behind him, his undivided share in the aforesaid property devolved upon his legal heirs namely (1) Smt. Vasudha Mukteshwar Apte, (2) Mrs. Vaishali Sanjay Kelkar and (3) Shri Milind Mukteshwar Apte by way of intestate succession being only heirs of the deceased; AND

WHEREAS, the aforesaid (1) Shri Arun Namdeorao Kawre, (2) Shri Subhash Gopalrao Sarode, (3) Shri Deorao Kesharao Pande, (4) Smt. Vasudha Mukteshwar Apte, (5) Mrs. Vaishali Sanjay Kelkar and (6) Shri Milind Mukteshwar Apte lateron entered into Agreement to Sell of said land with Navneet Magasvargiya Beghar Smaltee Ltd., Nagpur, but the said Navneet Magasvargiya Beghar Smaltee Ltd. could not able to pay the entire consideration as agreed, it was decided by Mr. Arun Namdeorao Kawre to keep for himself the plots bearing Plot Nos. 1 to 6, 9, 10 and 21 in lieu of his total consideration agreed for sale of the said land with the Navneet Magasvargiya Beghar Smaltee Ltd. and had executed the Agreement for Sale on 20.11.2000 in respect of the properties comprising Plot No. 1 admeasuring 187.50 Sq. Mtrs., Plot Nos. 2 to 6 each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 750.00 Sq. Mtrs., Plot No. 9 admeasuring 150.00 Sq. Mtrs., Plot No. 10 admeasuring 247.50 Sq. Mtrs. and Plot No. 21 admeasuring 150.00 Sq. Mtrs. (i.e. total 9 plots by total admeasuring 1485.00 Sq. Mtrs.) out of the entire land bearing Khasra No. 66/4 and 66/5, having area of 2.14 Hectare R., of Mouza – SOMALWADA, P.H. No. 44, bearing City Survey No. 518, Sheet No. 686/35, situated at Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR; AND

WHEREAS, on the said Agreement, the stamp duty as required under Bombay Stamp Act was not paid at the time of agreement and hence the same was got impounded and adjudicated by Collector of Stamp vide Case No. 836/06-07 and order dated 11.04.2007 and the aforesaid Shri Arun Namdeorao Kawre had paid the Stamp Duty of Rs. 75,735/- and fine/penalty of Rs. 1,16,840/- on the agreement of sale vide Challan No. 30/4 dated 09.04.2007; AND

WHEREAS, the aforesaid (1) Smt. Vasudha Mukteshwar Apte and (2) Mrs. Vaishali Sanjay Kelkar lateron executed a General Power of Attorney on 11.03.2003 in favour of Shri Milind Mukteshwar Apte and the said General Power of Attorney is registered in the office Sub-Registrar Nagpur-9, at Sr. No. 1527/2003 on 11.03.2003; AND

WHEREAS, lateron another General power of Attorney executed on 28.04.2003 executed by (1) Shri Arun Namdeorao Kawre, (2) Shri Subhash Gopalrao Sarode, (3) Shri Deorao Kesharao Pande, (4) Smt. Vasudha Mukteshwar Apte, (5) Mrs. Vaishali Sanjay Kelkar and (6) Shri Milind Mukteshwar Apte in favour of Shri Namdeorao Ramchandra Kawre and the said General Power of Attorney is duly

registered in the office Sub-Registrar Nagpur-9, at Sr. No. 778/2003 on 07.05.2003;
AND

WHEREAS, the said (1) Shri Arun Namdeorao Kawre, (2) Shri Subhash Gopalrao Sarode, (3) Shri Deorao Kesharao Pande, (4) Smt. Vasudha Mukteshwar Apte, (5) Mrs. Vaishali Sanjay Kelkar and (6) Shri Milind Mukteshwar Apte lateron got measured the land / plots from the City Survey Department and after the measurement of the said land the size of total plots increased 32.75 Sq. Mtrs., now the area of Plot No. 1 admeasuring 187.50 Sq. Mtrs, Plot Nds. 2 to 6 each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 750.00 Sq. Mtrs., Plot No. 9 admeasuring 150.00 Sq. Mtrs., Plot No. 10 admeasuring 247.50 Sq. Mtrs. and Plot No. 21 admeasuring 182.75 Sq. Mtrs. (i.e. total 9 plots by total admeasuring 1517.75 Sq. Mtrs.); AND

WHEREAS, in pursuance of the said Agreement Dated 20.11.2000, the aforesaid (1) Shri Arun Namdeorao Kawre, (2) Shri Subhash Gopalrao Sarode, (3) Shri Deorao Kesharao Pande, (4) Smt. Vasudha Mukteshwar Apte, (5) Mrs. Vaishali Sanjay Kelkar and (6) Shri Milind Mukteshwar Apte alongwith Navneet Magasvargya Beghar Smailee Ltd. jointly lateron transferred the aforesaid plot of lands comprising Plot No. 1 admeasuring 187.50 Sq. Mtrs, Plot Nos. 2 to 6 each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 750.00 Sq. Mtrs., Plot No. 9 admeasuring 150.00 Sq. Mtrs., Plot No. 10 admeasuring 247.50 Sq. Mtrs. and Plot No. 21 admeasuring 150.00 Sq. Mtrs. (i.e. total 9 plots by total admeasuring 1485.00 Sq. Mtrs.) out of the entire land bearing Khasra No. 66/4 and 66/5, having area of 2.14 Hectare R., of Mouza – SOMALWADA, P.H. No. 44, bearing City Survey No. 518, Sheet No. 686/35, situated at Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation in Tahsil and District – NAGPUR, by way of Sale to Mr. Arun Namdeorao Kawre, by a Sale Deed Dated 22.06.2007, which is duly registered in the Office of the Joint Sub Registrar, Nagpur-8 in Book No. 1 at Sr. No. 3594 on 22.06.2007 and the same is mutated in his name in all relevant records; AND

WHEREAS, the aforesaid Plot No. 3 is covered under the Scheme of 1900 layout of the Nagpur Improvement Trust, Nagpur as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001; AND

WHEREAS, the said Plot No. 3 is also regularized by the Building Engineer (South), Nagpur Improvement Trust, Nagpur under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly it has issued a Regulation Letter to that effect in favour of Mr. Arun Namdeorao Kawre vide its Permit No. B.E.(W)/1900/(U/L)/1968/659 Dated 18.04.2009 in Case No. 200304121410 and Layout No. 1900/Som/1721. As per the aforesaid Regularization Letter Dated 18.04.2009, the area of the said Plot No. 4 is shown and declared as 150.00 Sq. Mtrs.; AND

WHEREAS, in the like manner the aforesaid Plot No. 4 is covered under the Scheme of 1900 layout of the Nagpur Improvement Trust, Nagpur as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001; AND

WHEREAS, the said Plot No. 4 is also regularized by the Building Engineer (South), Nagpur Improvement Trust, Nagpur under its Scheme of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001 and accordingly it has Issued a Regulation Letter to that effect in favour of Mr. Arun Namdeorao Kawre vide its Permit No. B.E.(W)/1900(U/L)/9361/244 Dated 09.09.2008 in Case No. 200304121411 and Layout No. 1900/Som/1721. As per the aforesaid Regularization Letter Dated 09.09.2008, the area of the said Plot No. 4 is shown and declared as 150.00 Sq. Mtrs.; AND

WHEREAS, the aforesaid Plot No. 4 is converted for Non-Agricultural (Residential) use by the Additional Tahsildar, Non Agricultural Tax Assessment No. 5, Nagpur vide its Order Dated 15.07.2009 passed in Revenue Case No. 1036/NAP-34/2008-09 of Mouza – SOMALWADA; AND

WHEREAS, the aforesaid Mr. Arun Namdeorao Kawre lateron transferred/sold his aforesaid properties comprising ALL THOSE Pieces and Parcels of land bearing Plot Nos. 3 and 4, each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 300.00 Sq. Mtrs. (i.e. 3229.20 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 66/4 and 66/5 of Mouza – SOMALWADA, Patwari Halka No. 44 and including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3477/B/1to4+21, City Survey No. 518 and Sheet No. 686/35, situated at Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR, by way of Sale to M/s Space Builders & Developers, through its Authorised Partners (1) Mr. Umesh Vithalrao Balpande, (2) Mr. Deodatta Ramchandra Balpande, the Vendor named hereinabove, by a Sale Deed Dated 31-12-2020, which is duly registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1 at Registered Sr. No. 327/2021 on 12-01-2021. As a result therefore the Vendor hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid properties bearing Plot Nos. 3 and 4 with heritable and transferable rights therein; AND

WHEREAS the Vendor named hereinabove lateron decided to develop the said Plot Nos. 3 and 4 into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly it has prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot Nos. 3 and 4 and the said Multistoreyed Building to be known and styled as "LIVIANO-9" and the same is also duly sanctioned

and approved by the Deputy Engineer, Town Planning Section, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. ADTP (Laxmi Nagar Zone) AB-W-SO-3,4/Tracking Np. 202102231/252 Dated 21.05.2021; AND

WHEREAS the Purchaser(s) hereinabove named has/have satisfied herself/himself/themselves in respect of the Vendor's title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser(s) has/have also seen and approved the Plan of the proposed Building; AND

WHEREAS the Purchaser(s) being desirous of owning an Apartment for her/his/their Residential use in the said proposed Multistoreyed Building with heritable and transferable rights therein has approached the Vendor and expressed her/his/their desire and willingness to purchase Apartment No. _____ on the _____ FLOOR of a building known as "LIVIANO-9" proposed to be constructed on the said Plot of land and after detailed negotiations the Vendor has agreed to sell the same to the Purchaser(s) and the Purchaser(s) have also specifically agreed to purchase the same agreeing inter alia to pay, provide and contribute the entire agreed cost of the said Apartment chosen by her/him/them as well as the cost of the Undivided Proportionate share in the said Plot of land to the Vendor hereto; AND

WHEREAS considering her/his/their request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property to the Purchaser(s) for a total consideration of ₹. _____/- (Rupees _____ Only), upon the following terms and conditions.

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

(1) THAT the VENDOR will SELL and the PURCHASER(S) will BUY, the property comprising **THE UNDIVIDED** _____ PERCENT share and interest in ALL THOSE Pieces and Parcels of land bearing Plot Nos. 3 and 4, each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 300.00 Sq. Mtrs. (i.e. 3229.20 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 66/4 and 66/5 of Mouza – SOMALWADA, Patwari Halka No. 44 TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____, covering a Carpet area of _____ Sq. Mtrs. and Built-up area of _____ Sq. Mtrs. on the _____ FLOOR alongwith Parking area _____ Sq. Mtrs. of a Building proposed to be constructed on the aforesaid Plot of lands and to be known and styled as "LIVIANO-9", including all easementary rights appurtenant and belonging thereto and also including the proportionate share in the common areas and facilities provided to the said building, bearing Corporation House No. 3477/B/1104+21, City Survey No. 518 and Sheet No. 686/35, situated at

Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District – NAGPUR and more particularly described in the First and Second Schedules hereunder written.

(2) THAT the total price agreed is, /- (Rupees _____ Only), which the Purchaser(s) has/have specifically agreed to pay to the Vendor in the following manner and the cost so agreed is fixed.

MANNER OF PAYMENT :-

- /- (Rupees _____ Only) paid by the Purchaser(s) to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.
- /- (Rupees _____ Only) paid by the Purchaser(s) to the Vendor by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Plinth level.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Ground Floor slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of First Floor slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Second Floor Slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Third Floor Slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Fourth Floor Slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before casting of Fifth Floor Slab.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before completion of Plastering and Finishing work.
- /- (Rupees _____ Only) agreed to be paid by the Purchaser(s) to the Vendor on or before taking over actual possession of the chosen Apartment.

/- (TOTAL RUPEES _____ ONLY)

THAT the Purchaser(s) shall pay the respective installments as stipulated herein above strictly on the stages maintained above it is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this agreement shall automatically stand terminated and cancelled immediately on the Purchaser(s) failure to pay any of the above installments on due stages. It is specifically understood by the Purchaser(s) that no extension of time for payment of any of the installments shall be granted to him by the Vendor. In the event of such termination / cancellation of this agreement, the Vendor shall be at full liberty to resell the said apartment together with the undivided proportionate share and interest in the plot of land to any other intending buyer without any further intimation or notice to the Purchaser(s) and in such event the Vendor shall within 3 (THREE) months, from the date of such cancellation return back the amounts till then received by her/him/them, to the Purchaser(s) free of any interest thereon and also after deducting there from a fix sum of 50,000/- (Rupees Fifty Thousand only) by way of liquidated damages. It is also specifically understood by the Purchaser(s) that the delay in securing sanctioned to the housing loan, if any, applied for by her/him/them, shall not be a ground for non payment of any of the installments on due stages.

(4) THAT the Undivided _____ Percent share and interest in the said Plot of land hereby agreed to be sale is free from encumbrances of all kinds whatsoever.

(5) THAT the Purchaser(s) has/have satisfied herself/himself/themselves with respect to the Vendor's title to the said property as good valid and marketable and they have accepted to the same without any further investigation.

(6) THAT the said property is believed and shall be taken to be correctly described in the scheduled here under written and be sold subject to the out going agreements, restrictions and rights of the other co-owners of the remaining undivided shares in the said Plot of land and the owners of the other built-up spaces in the proposed building, affecting the same, and if any mis - statements, error or omission shall be discovered the same shall not annul this contacts/ agreements nor shall any compensation to be allowed in respect thereof to the Purchaser(s), but all the same such mis-statements, error, or omission will always be subject to correction by the parties hereto.

(7) THAT the Vendor shall erect and build the proposed multistoried building consisting various self contained separate apartments there in strictly in accordance with the plan sanctioned by the Nagpur Municipal Corporation/ Nagpur Improvement Trust, Nagpur and no deviations shall be made in the sanctioned plan extra/ additional

facilities shall how ever be provided by the Vendor at the request of the Purchaser(s) subject to extra payment thereof to be made by it in advance.

(8) THAT the Vendor has reserved its right to revised the sanctioned plan subject to approval of the Nagpur Improvement Trust, Nagpur / Nagpur Improvement Trust.

(9) THAT the Purchaser(s) has/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 Vendor shall complete the said building and to make the apartment chosen by the Purchaser(s) available for her/his/their occupation within period of 24 Months from this Agreement.

(11) THAT the Vendor shall not deliver the actual possession on the said apartment to the Purchaser(s) until the entire cost of construction including also the charges for installation of electric and water meters, legal expenses stamp duty and registration Charges, GST (Goods and Service Tax), LBT (Local Body Tax) etc. are paid by them in full to the Vendor.

(12) THAT the Vendor shall be exclusive in charge of the construction without any late or hindrance or interference by the Purchaser(s) or any other contractor and under no circumstances the Purchaser(s) shall enter in to any building contract in respect of their Apartment with any other engineer, architect building contractor or advisory agency and such contract if made by her/him/them shall be void and not at all binding upon the Vendor.

(13) THAT during the period of building construction the Purchaser(s) with two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the plans, specifications and the building materials, if available at site.

(14) THAT for the purpose of giving clear title over the apartment chosen by the Purchaser(s) and each of the others buyers in the said building the Vendor has executed a deed of declaration under section 2 of the Maharashtra Apartment Ownership act 1970, which is duly registered in the office of the Sub Registrar Nagpur-4 in Book No.1 at Registered Serial No. 3793/2021 on 25-05-2021. The terms, conditions and provisions contain in the said deed of declaration and the bye-laws appended there to shall always remain binding upon the Purchaser(s) and her/his/their successors-in-title.

(15) THAT the Purchaser(s) agrees to incorporate such terms and conditions, stipulations and restrictive covenance in the sale deed as are not set forth herein but which may be deem necessary or expedient to regulate the assessment rights to the apartment owners interest, in accordance with the provision of the Maharashtra Apartment Ownership Act 1970 and the rules made there under.

(16) THAT the available open space (excluding the restricted area mentioned in Deed of Declaration), the common areas and common facilities as may provided in the said building shall be common use of all the apartment owners in the said building.

(17) THAT in the event of the Purchaser(s)' committling breach of any of the terms and conditions herein contained this agreements shall IPSO FACTO cum to and end and the amounts till then subscribed by the Purchaser(s) towards the cost of construction of the apartment chosen by her/him/them shall be refunded to them free of any interest thereof and also after deducting there from a fix sum of ₹. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages, within three months from the date this agreement stands terminated/ cancelled and in such event her/his/their right to purchase the Undivided _____ Percent share and interest in the said Plot of land shall also be extinguished and come to and end simultaneously as a matter of course in such event the Vendor shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said apartment to any prospective/intending buyer without any further notice or reference to the Purchaser(s).

(18) THAT the Purchaser(s) hereby specifically agrees with the Vendor that even after they taking over the actual possession of the apartment chosen by her/him/them (on receipt the possession letter from the Vendor) she/he/they will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of the other apartments in the said building.

(19) THAT the Vendor has reserves its right to erect any additional construction on the available open space or on the top or terrace of the building if the FSI in the relation to the said plot of land is increased at any future date and in such event the Purchaser(s) shall not prevent or obstruct the Vendor are so utilizing and dealing with such additional FSI and in such event the prospective buyers of such additional apartments shall also have all the rights of ingress and 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(s) that the percentage and proportions undivided share in the said plots of land shall always be subject to proportionate reduction if some additional apartments are constructed thereon by the Vendor and in such case the Purchaser(s) shall not claimed any proportionate refund of the cost price of land the Purchaser(s) also further agrees that she/he/they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

(20) THAT the Purchaser(s) further agrees to pay to the Vendor the GST (Goods and Service Tax), LBT (Local Body Tax) if any levied by government of Maharashtra or union of India on the cost of construction of the said apartment on the cost of building materials use including the wages paid therefore or the cost of land has the case may be and shall always keep the Vendor indemnified against the such payments.

(21) THAT the Purchaser(s) understands that the agreed cost of construction doesn't include any liability arising out of levy of provident fund of casual construction workers; hence, if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be borne and paid by the Purchaser(s) to the Vendor for this purpose layout record available with the Vendor by the architect of the Vendor shall be binding upon the Purchaser(s).

(22) THAT the Purchaser(s) shall individually pay all Corporation taxes and cesses as may be levied on the apartment chosen by her/him/them with effect from date of registration of said deed or from date of her/his/their taking over actual possession thereof which ever may be earlier.

(23) THAT the Vendor shall deliver the actual physical possession of the undivided share and interest in the said Plot of land together with Apartment No. ____ on the ____ FLOOR hereby agreed to sold to the Purchaser(s) or her/his/their nominee(s) at the time of registration of the sale deed which will be done after the entire building proposed to be constructed there on is completed in all respects and made available for occupation on registration of the sale deed pursuant here, the Purchaser(s) shall hold the said plots of land jointly with the other co-owners thereof including the Vendor and the apartment chosen by her/him/them absolutely with heritable and transferable rights therein.

(24) THAT the Purchaser(s) hereby agree not to occupy the said apartment without prior return permission of the Vendor else she/he/they shall be treated as a trespasser.

(25) THAT the Vendor do hereby agree with the Purchaser(s) 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 and registration fees payment of GST (Goods and Service Tax), LBT (Local Body Tax) and all other taxes and cesses that may be levied and payable at the time of registrations for her/him/them it will execute a proper sale deed relating to the undivided share and interest in the said Plot of land and also the entire R.C.C. super structure comprising Apartment No. ____ on the ____ FLOOR in favor of the Purchaser(s) or the nominee appointed by her/him/them and get same duly registered at her/his/their costs in accordance with law in force provided the Purchaser(s) shall have also paid the entire agreed cost of construction of the apartment chosen by them to the Vendor.

(26) 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(s) jointly with the co-owners thereof however the apartment chosen by her/him/them in the proposed building shall be owned and possessed by her/him/them exclusively with heritable and transferable rights there in.

(27) THAT the Purchaser(s) shall pay proportionate share of Non-Agricultural Assessment and all other dues what's so ever occurring payable in respect of their

undivided share in the said Plot of land to the concerned authorized Agency with effect from the date of registration of the sale deed onwards and shall always keep the vendor indemnified against such payments.

(28) THAT it is understood by the Purchaser(s) that the propose construction is heterogeneous in nature comprising R.C.C. and brick work and it is understood by the Purchaser(s) that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely occur and will not be treated as defect. Further it is agreed by the Purchaser(s) that on account of practical constraints there will be an allowances of plus or minus two percent variation in dimensions shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Purchaser(s) for such variations.

(29) THAT the Vendor shall not be liable to pay any compensation or make good and defect in the proprietary items used in the construction of the said apartment and proper claim regarding this shall directly be made by the Purchaser(s) to the manufacture or such items keeping the Vendor indemnified against the Purchaser(s) at the same however the Vendor shall use and install standard proprietary items in the said apartment and they shall also see that they are working properly at the time of installation.

(30) THAT all notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been delivered and served if sent to the Purchaser(s) by registered post under certificate of posting at her/his/their address as described above.

(31) THAT the Purchaser(s) undertake to notify in writing and change in her/his/their address to the Vendor.

(32) THAT it is agreed by and between the parties hereto that any dispute arising in 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 terms 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 and other matter between them to the panel of Arbitrators and panel of Arbitrators shall decide the same and the award Arbitrators shall be final and conclusive and binding on the parties hereto in view of this agreement regarding Arbitration the parties hereto specifically agree not approach any court of law or consumer dispute Redressal Forum/ Commission etc. without first availing the Arbitration proceeding.

(33) THAT all the provisions of Maharashtra Apartment Ownership Act 1970 shall be applicable to this agreement.

(34) THAT this agreement is subject to the Jurisdiction of the competent civil court at Nagpur.

(35) THAT all expenses on account of preparation of all kinds of documents, cost of stamps, registration fees and all other charges including the Lawyers fees payable in respect thereof have been agreed to be borne and paid by the PURCHASER(S).

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THOSE Pieces and Parcels of land bearing Plot Nos. 3 and 4, each admeasuring 150.00 Sq. Mtrs. thus total admeasuring 300.00 Sq. Mtrs. (i.e. 3229.20 Sq. Ft.), being a portion of the entire land bearing Khasra Nos. 66/4 and 66/5 of Mouza - SOMALWADA, Patwari Halka No. 44 and including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3477/B/11to4+21, City Survey No. 518 and Sheet No. 666/35, situated at Somalwada, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 15 in Tahsil and District - NAGPUR and bounded as under-

ON THE EAST	:	PLOT NO. 5,
ON THE WEST	:	PLOT NO. 2,
ON THE NORTH	:	SANTAJI CO.OP. HOUSING LAYOUT,
ON THE SOUTH	:	9. 18 MTRS. WIDE ROAD.

SECOND SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ covering a Carpol area of _____ Sq. Mtrs. and Built-up area of _____ Sq. Mtrs. on the _____ FLOOR alongwith Parking area _____ Sq. Mtrs. of a Building proposed to be constructed on the aforesaid Plot of lands and to be known and styled as "LIVIANO-9".

IN WITNESS WHEREOF the VENDOR and the PURCHASER(S) hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Adv. Ashwin Patil as per instructions

WITNESSES :-

FOR M/s SPACE BUILDERS & DEVELOPERS

(1) _____

1) (UMESH VITHALRAO BALPANDE)

2) (DEODATTA RAMCHANDRA BALPANDE)
Partners
VENDOR/DEVELOPER

(2) _____

1) (_____)

2) (_____
PURCHASER(S))



SPACE
Builders and Developers

Plot No. -58, High Court Ministerial
officers Co-operative Housing Society,
Kotwal Nagar, Nagpur.
Mob : +91 9881146809/9766311250
Email : spaceinfrastructure2013@gmail.com

POSSESSION LETTER

To,

Date-

SHRI

Subject : Possession of Flat No - on , Scheme Name **Liviano 9**

Dear Sir/Madam,

We are pleased to inform you that your Flat no on , scheme name **Liviano - 9** constructed on the Plot no 3,4 Navneet Magasvarglya Beghar Sangh Society, Mouza-Somalwada, Narendra Nagar, Near Ram Mandir Nagpur 440015.

Our scheme known as **Liviano- 9** is ready for occupation and possession in all respect as per plan, specification and possession of the same is hereby delivered to you on the

Space Builder & Developers

Thanking You,

Partner

Place : Nagpur

