

(Item No. 27.1 Page No. 1577 @ Rs. 18,900/- Sq Mtr. of Mouza – Sondapar,
Tah-Hingna, District- Nagpur)

THIS AGREEMENT TO SELL is made and executed at HINGNA on this _____ Day of JUNE, 2021, BETWEEN :

- (1) **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged about 53 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – ACQPK6560P);
- (2) **MRS. PALLAVI W/o RAVINDRA KAPSE**, Aged about 46 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AHHPK8483F)
- (3) **SHRI PRAMOD S/o KISANRAO KAPSE**, Aged about 48 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AIRPK4753H)
- (4) **MRS. VAISHALI W/o PRAMOD KAPSE**, Aged about 45 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AITPK8531B)
- (5) **SHRI CHANDRASHEKHAR S/o KISANRAO KAPSE**, Aged about 47 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AHXPK1333Q)
- (6) **SHRI KISANRAO S/o MAHADEVRAO KAPSE**, Aged about 73 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AIRPK4754A)
- (7) **MRS. SURYAKANTA W/o KISANRAO KAPSE**, Aged about 72 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – ANPPK9095F)
- (8) **MRS. LAXMI W/o CHANDRASHEKHAR KAPSE**, Aged about 43 Years, Occupation : Business, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur, (INCOME TAX PAN – AMSPK9543Q)

The aforesaid Nos. (1) to (8) acting through their duly constituted attorney **M/S. OM SHIVAM BUILDCON PRIVATE LIMITED**, (INCOME TAX PAN NO. AAACO7165P), a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U45200MH2004PTC149476, having its Office at Rohera Arcade, Plot No. 10, Near "Haldiram", NMC House No. 560 A/10, Ward No. 5, Ajni Square, Nagpur- 440015, and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged about 52 Years, Occupation : Business, Resident of Plot No. 182-A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur 440025, Tahsil and District : Nagpur

AND

(9) M/S. OM SHIVAM BUILDCON PRIVATE LIMITED, (INCOME TAX PAN NO. AAACO7165P), a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U45200MH2004PTC149476, having its Office at Rohera Arcade, Plot No. 10, Near "Haldiram", NMC House No. 560 A/10, Ward No. 5, Ajni Square, Nagpur- 440015, and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged about 52 Years, Occupation : Business, Resident of Plot No. 182-A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur 440025, Tahsil and District : Nagpur, hereinafter called the **VENDORS/DEVELOPER/CONFIRMING PARTY**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY and its DIRECTORS, as well as, its legal representatives, liquidators, executors, administrators, successors and assigns of the **FIRST PART**.

AND

(1) MR. _____ **S/o** _____, Aged _____ years, Occupation - _____, (Income Tax PAN - _____), (Aadhar No - _____) (Mobile No. _____) **(2) MR.** _____ **S/o** _____, Aged _____ years, Occupation - _____, (Income Tax PAN - _____), (Aadhar No - _____) Both Residents of _____, Pin Code No. _____, Tahsil - _____ and District - _____ hereinafter called the **PURCHASER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

AND

M/S. OM SHIVAM BUILDCON PRIVATE LIMITED, (INCOME TAX PAN NO. AAACO7165P), a Company duly incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U45200MH2004PTC149476, having its Office at Rohera Arcade, Plot No. 10, Near "Haldiram", NMC House No. 560

A/10, Ward No. 5, Ajni Square, Nagpur- 440015, and acting through its Director **SHRI RAVINDRA S/o KISANRAO KAPSE**, Aged about 52 Years, Occupation : Business, Resident of Plot No. 182-A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur 440025, Tahsil and District : Nagpur, hereinafter called the **CONFIRMING PARTY**, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said COMPANY and its DIRECTOR, as well as it's liquidators, representatives executors, administrators, successors and assigns of the **THIRD PART**.

WHEREAS the Vendors owns the following land bearing ALL THOSE Pieces and Parcels of land bearing Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1, out of the sanctioned layout, containing by total admeasurement 121680 Sq. Mtrs., being a portion of the lands bearing Kh. Nos. 70/2, 71/2, 72/2, 73/2, 74/2, 75/2 (Part), 76/1/A/2 (Part), 76/1/B/2, 76/2/B, 76/3/B/1, 76/3/B/2, of Mouza – SONDAPAR, P.S.K. 72, including all other easementary rights appurtenant and belonging thereto, situated at Village – Sondapar, within the limits of the Grampanchayat – Kotewada, in Tahsil – Hingna and District – NAGPUR which is fully described as follows :-

History of Survey No. 70 (Old 26/4) and 71 (Old 26/1, 26/3 and 26/4B)

WHEREAS, originally old Kh. No. 26/1 admeasuring 2.02 H.R., 26/3 admeasuring 2.02 H.R. & 26/4 admeasuring 4.82 H.R. (Khasra No. 26/1, 26/3 renumbered as Kh. 71 & 26/4 renumbered as New Kh. No.70) total admeasuring 8.86 H.R. of Mouza-Sondapar was belongs Shri Doma Barai having been acquired by him by way of sale from Shri Shridhar Atmaram and entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilesh of the Year 1957.

AND WHEREAS Shri Doma Barai had left for heavenly abode in the year 1968 and upon his demise , said property devolved upon his following legal heirs namely 01) Smt. Laxmi wd/o Doma Barai 02) Shri Waman S/o Doma Barai, 03) Shri Daulat S/o Doma Barai, 04) Mrs. Baya Laxman Thombre (Married Daughter), 05) Mrs. Ambabai Gajanan Rewatkar (Married Daughtger), 06) Mrs. Shanta Bhagwan Bandre (Married Daughter) and 07) Mrs. Gangu Bhaiyya Bawankar (Married Daughter) and by virtue of intestate succession and entry to that effect is also reflected in the records of rights vide Mutation entry No. 145 Dtd: 16/10/1975.

AND WHEREAS, Shri Waman Doma Barai has left for heavenly abode on 23.12.1979 and upon his demise, his share in the aforesaid property has devolved upon his following legal heirs namely 01) Smt. Chandrabhagabai Waman Barai, 02) Shri Janardhan Waman Barai, 03) Shri Wasudeo Waman Barai, & 04) Ku. Radhabai Waman Barai and by virtue of intestate succession and entry to that effect is also reflected in the records of rights vide Mutation entry No. 12 Dtd: 29/06/1980.

AND WHEREAS thereafter on 17/09/1984, 01) Smt. Baya Laxman Thombre 02) Smt. Ambabai Gajanan Rewatkar 03) Smt. Shanta Bhagwan Bondre 04) Smt. Gangu Bhaiyya Bawankar had relinquished their respective share & rights from the said property by virtue of Relinquishment Deed dated 17.09.1984.

AND WHEREAS on 17.09.1984, mutual partition has been taken place in between Shri Daulat Domaji Barai, and the legal heirs of Shri. Waman Barai i.e. Smt. Chandrabhagabai Waman Barai, Shri Janardhan Waman Barai and Shri Wasudeo Waman Barai and as per the terms of the said partition, Shri Daulat Domaji Barai has acquired land of old Kh. No. 26/1 admeasuring 2.02 H.R., Kh. No. 26/3 admeasuring 2.02 H.R. and land admesuring 1 acre from Kh. No. 26/4 AND the legal heirs of Shri. Waman Barai i.e. Smt. Chandrabhagabai Waman Barai and others got remaining 4.42 H.R. i.e. 11 Acres land out of Kh. No. 26/4.

AND WHEREAS on 27.03.1989 a mutual partition have been taken place in between Shri Daulat Doma Barai and Smt. Satyabhamabai Daulat Barai and by virtue of said partition the land bearing Kh. No. 26/1, 26/3 admeasuring 2.02 and 2.02 H.R. respectively and land admeasuring 1 acre out of Kh. No. 26/4 having total area 4.44 H.R. came to the share of Smt. Satyabhamabai Daulat Barai and accordingly her name was duly mutated in the revenue record.

AND WHEREAS Smt. Laxmi Doma Barai has left for heavenly abode as on 10.08.1992 and consequently upon her death, her share in the aforesaid property devolved upon the others surviving legal heirs of the Doma Barai.

AND WHEREAS thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Governmanr of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land of Kh. No. 26/4 has been renumbered as Kh. No. 70 admeasuring 4.82 H.R. and the same was shown to be owned by legal heirs of Waman Barai i.e. Shri Janardhan Waman Barai, Shri Waudeo Waman Barai, Ku. Radhabai Waman Barai, Smt. Chandrabhagabai Waman Barai and the Kh. No. 26/1 and 26/3 renumbered as Kh. No. 71 admeasuring 4.04 HR and the same was shown to be owned by Smt. Satyabhamabai Daulat Barai.

AND WHEREAS on 10/01/2006 Smt. Satyabhamabai Daulat Barai had sold land of Kh. No. 71, total admeasuring 4.04 H.R. to Shri Labhaji Kanthiram Jaipurkar executing the registered Sale Deed, which is duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 182/2006 dated 10/01/2006 and by virtue of the said Sale Deed Shri Labhaji Kanthiram Jaipurkar became the absolute and full ownr of the said land bearing Kh. No. 71 and his name is duly mutated in the records of rights i.e. 7/12 extract.

AND WHEREAS (1) Smt. Gangubai Bhaiyyaji Bawankar, (2) Smt. Ambabai Gajanan Rewatkar, (3) Shri Pandurang Laxman Dhoble [legal heir of late Bayabai Laxman Dhoble] and (4) Smt. Shantabai Bhagwanji Bondre had filed Special Civil Suit No. 411/2006 before the 6th Joint Civil Judge, Senior Division, Nagpur on 28.04.2006 against Shri Janardhan Waman Barai, Sau. Radhabai Deorao Mule (Maiden name: Ku. Radhabai Waman Barai), Smt. Chandrabhagabai Waman Barai, Shri Daulat Doma Barai and Smt. Satyabhamabai Daulat Barai for partition and separate possession

AND WHEREAS the said Civil Suit came to be decreed by the Hon'ble Civil Judge Sr. Division Nagpur by its Judgment and Decree dated 29.03.2008, thereby declared that Smt. Gangubai Bawankar and three others i.e. plaintiffs in the said suit are entitle for partition and separate possession to the extent of 1/6th share each in the land of Survey No. 70 and 71 and accordingly, preliminary decree has been drawn.

AND WHEREAS during the course of time Shri Wasudeo Waman Barai has left for heavenly abode on 12.04.2009 issueless and therefore his share in the scheduled property was devolved upon the other surviving legal heirs of Shri. Waman Barai.

AND WHEREAS on 15/12/2011 Shri Labhaji Kanthiram Jaipurkar had agreed to sell the land bearing Kh. No. 71, total admeasuring 4.04 H.R. to (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse by executing the registered Agreement to sell same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 6403/2011 dated 15/12/2011.

AND WHEREAS in pursuance of registered Agreement to sell dated 15.12.2011 Shri Labhaji Kanthiram Jaipurkar had sold the entire land bearing Kh. No. 71, total admeasuring 4.04 H.R. to (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse and the same by way of executing the registered Sale Deed, same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 2769/2012 dated 21/06/2012 and by virtue of the said Sale Deed (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse became the joint co-owners of the land bearing Kh. No. 71 admeasuring 4.04 HR and accordingly their names are duly mutated in the records of 7/12 extract being the joint owners of the Kh. No. 71.

AND WHEREAS it is pertinent to note here that as per the partition dated 17.09.1984 took place in between the Daulat Barai and legal heirs of Waman Barai, the land admeasuring 1 acre out of Kh. No. 70 came to the share of Daulat Barai along with Kh. No. 71 and land admeasuring 4.42 HR out of Kh. No. 70 came to the share of Legal heirs of Waman Barai, despite this fact, the names of the legal heirs of the Waman Barai had mutated in entire Kh. No. 70 admeasuring 4.82 HR and therefore Shri. Daulat Barai apprehending that the legal heirs of the Waman Barai would take disadvantages of the mutation entry and would dispose off the said Kh. No. 70 and therefore on 18.10.2012 he had filed the Civil Suit bearing No. RCS 254/2012 (Daulat Vs. Chandrabhagabai and others) before the Hon'ble Civil Judge Jr. Division Hingna for redressing his grievance.

AND WHEREAS it is pertinent to note here that on 20.12.2012 Shri. Daulat Barai had unconditionally withdrawn the said civil Suit bearing No. 254/2012 (Daulat Vs. Chandrabhagabai and others) and as such same was accordingly disposed off by the order dated 20.12.2012 passed by Hon'ble Civil Judge Jr. Division Hingna.

AND WHEREAS 1) Shri Janardhan Waman Barai, 2) Sau. Radhabai Deorao Mule (Maiden name: Ku. Radhabai Waman Barai) 3) Smt. Chandrabhagabai Waman Barai with the consent of (1) Smt. Gangubai Bhaiyyaji Bawankar, (2) Smt. Ambabai Gajanan Rewatkar, (3) Shri Pandurang Laxman Dhoble [legal heir of late Bayabai Laxman Dhoble] and (4) Smt. Shantabai Bhagwanji Bandre had sold said entire property of Kh. No. 70 total admeasuring 4.82 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. through Director Shri Ravindra Kisanrao Kapse by virtue of registered Sale Deed which was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 43/2015 on 02.01.2015

and virtue of said sale deed, M/s Om Shivam Buildcon Pvt. Ltd. becomes the full and absolute owner of the land bearing Kh. No. 70 admeasuring 4.82 HR and its name has been duly mutated in the record of right vide Mutation Enrty No. 317 to that effect. That, the said sale deed is duly adjudicated by the Collector of Stamps, vide Adjudication Case No. 4600902/258/2014 dated 30.01.2014 and accordingly the M/s Om Shivam Buildcon Pvt. Ltd. had paid the required stamp duty vide challen No. 27/108, dated 31.12.2014.

AND WHEREAS 1) Smt. Gangubai W/o. Bhaiyyaji Bawankar, 2) Smt. Ambabai W/o. Gajanan Revatkar, 3) Shri Pandurang S/o. Laxman Dhoble, 4) Smt. Shantabai Bhagwanji Bandre had also executed the notarized confirmation deed to the all the previous sale transaction in respect of Kh. No. 71 including the registered Sale Deed, dated 10.01.2006, Agreement to Sell dated 15.12.2011 and Sale Deed dated 21.06.2012 in favour of (i) Smt. Pallavi Ravindra Kapse, (ii) Smt. Vaishali Pramod Kapse, (iii) Shri Pramod Kisanarao Kapse, (iv) Shri Ravindra Kisanrao Kapse bearing notarial No. 102, dated 19.01.2015; AND

History of Khasra No. 72 (Old Kh. No. 25) Adm. 3.06 HR and Khasra No. 73 (Old Kh. No. 24) adm. 1.88 HR

WHEREAS originally all that piece and parcel of Kh. No. 72 old Kh. No. 25 admeasuring 3.06 H.R. (7.55 acres) of Mouza-Sondapar was belongs to 01) Shri Mahadeo S/o Maroti Wankhede, 02) Smt. Tulsi Wd/o Maroti Wankhede 03) Shri Raghunath S/o Maroti Wankhede, 04) Shri Bala S/o Maroti Wankhede, 05) Shri. Gulab S/o Maroti Wankhede 06) Shri. Keshav S/o Maroti Wankhede being their ancestral property and an entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilekh Panji.

AND WHEREAS Shri Mahadeo Maroti Wankhede, and Shri Tulsi Maroti Wankhede were died somehow in the year 1973 & 1974 respectively and as a result therefore their share in the scheduled property was devolved upon their other surviving legal heirs alongwith legal heirs Shri Mahadeo Maroti Wankhede namely Ku. Sushila D/o Mahadeo Wankhede and Mrs. Pramila W/o Baba Gawande and entry to that effect is duly reflected in the records of Rights.

AND WHEREAS in the same like manner originally All That piece and parcel of Agricultural Land bearing Kh. No. 24 admeasuring 1.88 H.R. (4.64 acres) of Mouza-Sondapar was owned and possessed by Shri Doma Ganu Chaple and Smt. Jani Ganu Chaple being their separate property and entry to that effect is also reflected in the records of rights i.e. Adhikar Abhilekh Panji.

AND WHEREAS thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land admeasuring 3.06 H.R. of Kh. No. 25 has been renumbered as Kh. No. 72 and land admeasuring 1.88 HR of Kh. No. No. 24 renumbered as Kh. No. 73.

AND WHEREAS Shri Doma Ganu Chaple and Smt. Jani Ganu Chaple have jointly sold said property Kh. No. 73 (New) old Kh. No. 24 admeasuring 1.88 H.R. (4.64 acres) of Mouza-Sondapar to (1) Shri Sudhakar Bapurao Telrandhe, (2) Shri Manohar Bapurao Telrandhe, (3) Shri Chandrashekhar Bapurao Telrandhe, (4) Shri Moreshwar Bapurao Telrandhe by way of executing

the registered Sale Deed and the same was duly registered with the Sub-Registrar Office, Nagpur in Book No. 1 at Sr. No. 2403 dated 07/05/1980.

AND WHEREAS on 11/11/1986 (i) Shri Raghnuath Maroti Wankhede, (ii) Shri Bala Maroti Wankhede, (iii) Shri Gulab Maroti Wankhede, (iv) Shri Keshav Maroti Wankhede, (v) Ku. Sushila Mahadeo Wankhede through Pramila Baba Gawande, (vi) Shri Ramdas Raghnuath Wankhede, (vii) Shri Pandhari Raghnuath Wankhede, (viii) Shri Champat Raghnuath Wankhede, (ix) Shri Haridas Bala Wankhede, (x) Shri Arun Bala Wankhede, (xi) Shri Baban Gulab Wankhede, (xii) Shri Shrawan Gulab Wankhede, (xiii) Shri Chandu Gulab Wankhede, (xiv) Shri Madhu Keshav Wankhede, (xv) Shri Gajanan Keshav Wankhede, (xvi) Shri Suresh Keshav Wankhede Sr. No. 15 & 16 through their natural guardian Father Shri Keshav Maroti Wankhede, (xvii) Smt. Pramila W/o. Baba Gawande had sold out the said property to (i) Shri Sudhakar Bapurao Telrandhe, (ii) Shri Manohar Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe, by executing the registered Sale Deed, same was registered in the office of Sub-registrar, Nagpur No.3, in Book No.1, at Sr. No. 3121 dated 29/10/1986

AND WHEREAS by virtue of the aforesaid Sale Deeds dated 07.05.1980 and Sale Deed dated 29.10.1986 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe becomes the Joint Legal Owners of the land bearing Kh. No. 72 admeasuring 3.06 HR and land bearing Kh. No. 73 admeasuring 1.88 HR further their names were duly mutated as a joint owners thereupon.

AND WHEREAS 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe have jointly sold land bearing Kh.No.72 admeasuring 3.06 H.R. of Mouza-Sondapar and land bearing Kh. No. 73 admeasuring 1.88 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse by way of executing registered Sale Deed same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 2873 dated 20/05/2011 and by virtue of the said Sale Deed M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse becomes the absolute and full owner of entire land bearing Kh. No. 72 & 73.

AND WHEREAS 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe had also executed the registered correction deed to the sale deed dated 20.05.2011 in favour of M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse which was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 3793 dated 28.08.2012 thereby carried out the necessary corrections in respect of the area mentioned in the principal Sale

History of Khasra No. 74 (Old Kh. No. 23/1, 23/2, 23/3)

WHEREAS, originally, All that piece and parcel of entire Agricultural Land bearing Kh. No. 74 (old Kh. No. 23/3) admeasuring 0.65 H.R. admeasuring 0.65 H.R. of Mouza-Sondapar was owned and possessed by Shri Anand S/o.

Bhaduji Chaple being his ancestral property and entry to that effect is also reflected in records of rights i.e. Adhikar Abhilekh.

AND WHEREAS, Shri Anand S/o. Bhaduji Chaple had left for heavenly abode on 09/02/1962 leaving behind him his following legal heirs namely i.e. (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, (3) Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple) and accordingly the names of the aforesaid legal heirs had duly recorded as the joint owners of the said property by virtue of intestate succession.

AND WHEREAS thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land admeasuring 0.65 H.R. of Kh. No. 23/3 has been renumbered as Kh. No. 74 and the same was recorded in the names of (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, (3) Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple).

AND WHEREAS, Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple) had relinquished her Undivided share and interest in the schedule land in favour of her real brothers (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, without any consideration by way of executing the registered Deed of Relinquishment, same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 4524/2013 dated 22/10/2013 and by virtue of the Relinquishment Deed (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, became the joint co-owners of the said property and their names were duly mutated in the records of rights i.e. 7/12 extract as owners thereupon.

AND WHEREAS (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Harishchandra Chaple, have jointly sold the land bearing Kh. No. 74 admeasuring 0.65 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri. Ravindra S/o Kisanrao Kapse by way of executing the registered Sale Deed and the same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 1994/2014 dated 12/05/2014 and by virtue of the said Sale Deed M/s Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri. Ravindra S/o Kisanrao Kapse became the absolute and full owner of the land bearing Kh. No. 74 and its name is duly mutated in the records of 7/12 extract.

History of Khasra No. 75, (Old 23/1 and 23/2), 76/1B, 76/2, 76/3 (Old Kh. No. 26/2)

WHEREAS, originally all that piece and parcel of entire agricultural land bearing Old Kh. No. 23/1 and 23/2 admeasuring 1.34 HR of Mouza-Sondapar belongs to 1) Shri. Panjabrao Ramaji Chaple 2) Sau. Babi Pundalikrao Jawnjai 3) Sau. Vatsala Kisna Hiwarkar, being their ancestral property.

AND WHEREAS 1) Shri. Panjabrao Ramaji Chaple 2) Sau. Babi Pundalikrao Jawnjai 3) Sau. Vatsala Kisna Hiwarkar had sold out the aforesaid entire land to 1) Shri. Sudhakar Bapurao Telrandhe 2) Shri. Manohar Bapurao

Telrandhe 3) Shri. Chandrashekhar Bapurao Telrandhe 4) Shri. Moreshwar Bapurao Telrandhe, by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar Nagpur-3, at Sr. No. 3419, dated 18.05.1982.

AND WHEREAS the aforesaid transaction was duly recorded in the records of Rights i.e. in 7/12 extract as the absolute owners of the schedule Kh. No. 23/1 and 23/2.

AND WHEREAS, originally all that piece and parcel of entire agricultural land bearing Old Kh. No. 26/2 admeasuring 4.98 H.R. of Mouza – Sondapar owned and possessed by Shri Raghunath Maroti Wankhede having been acquired by him by virtue of Sale Deed and entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilekh Panji.

AND WHEREAS, a family partition in respect of the aforesaid land has been taken place in between Shri Raghunath Maroti Wankhede and his three sons namely 1) Shri Ramdas S/o. Raghunath Wankhede, 2) Shri Pandhari S/o. Raghunath Wankhede, 3) Shri Champat S/o. Raghunath Wankhede, and as per the terms for the said partition, Shri Ramdas Raghunath Wankhede has got middle portion of the land admeasuring 1.78 H.R. and in the same like Shri Pandhari Raghunath Wankhede has got Southern portion of land admeasuring 1.60 H.R. and Shri Champat Raghunath Wankhede has got remaining Northern portion of land admeasuring 1.60 H.R. and accordingly the mutation entry to that effect has been recorded by the concern authority.

AND WHEREAS, thereafter T.I.L.R. (Tehsil inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and remeasurement and as per the said resurvey said Kh. No. 23/1 and 23/2 admeasuring 1.34 HR has been renumbered as Kh. No. 75, the Northern portion of land admeasuring 1.60 H.R. of Kh. No. 26/2 has been renumbered as Kh. No. 76/1 and the same was recorded to be owned by Shri Champat Raghunath Wankhede in the same like manner the middle portion of the land admeasuring 1.78 H.R. of Kh. No. 26/2 has been renumbered as Kh. No. 76/2 and the same was recorded to be owned by Shri Ramdas Raghunath Wankhede and Southern portion of land admeasuring 1.60 H.R. of Kh. No. 26/2 has been renumbered as Kh. No. 76/3 the same was recorded to be owned by Shri Pandhari Raghunath Wankhede.

AND WHEREAS, Shri Champat Raghunath Wankhede has sold land admeasuring 1.00 H.R. out of entire land admeasuring 1.60 H.R. said property and the land admeasuring 1.34 HR bearing Kh. No. 75 (Old 23/1, 23/2) to 1) Shri Sudhakar Bapurao Telrandhe, 2) Shri Manohar Bapurao Telrandhe, 3) Shri Chandrashekhar Bapurao Telrandhe, 4) Shri Moreshwar Bapurao Telrandhe by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar Nagpur-11 at SR. No. 3678, dated 17/04/1995 and as a result of this Shri Champat Raghunath Wankhede has retain the land admeasuring 0.60 HR and 1) Shri Sudhakar Bapurao Telrandhe, 2) Shri Manohar Bapurao Telrandhe, 3) Shri Chandrashekhar Bapurao Telrandhe, 4) Shri Moreshwar Bapurao Telrandhe has been recorded as the owners of land admeasuring 1.00 H.R. out of Kh. No. 76/1.

AND WHEREAS Shri. Pandhari Raghunath Wankhede had agreed to sell the entire land bearing Kh. No. 76/3 Adm. 1.60 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse by way of executing the registered Agreement to Sell, same was duly registered in the office of Sub-Registrar, Hingna in Book No.1, at Sr. No. 6271/2011 dated 07/12/2011.

AND WHEREAS in the same like manner Shri Ramdas Raghunath Wankhede had also agreed to sell the entire land bearing Kh. No. 76/2 admeasuring 1.78 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri Ravindra S/o. Kisanrao Kapse, by executing the registered Agreement to sell and the same was duly registered in the office of Sub-Registrar, Hingna, at Sr. No. 6272/2011, dated 07/12/2011.

AND WHEREAS, Shri Champat Raghunath Wankhede thereafter sold out the said land admeasuring 0.60 H.R. to Shri Chandrashekhar Kisanrao Kapse by way of executing the registered Sale Deed and the same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 1189/2012, dated 16/03/2012, by virtue of the said Sale Deed Shri Chandrashekhar S/o. Kisanrao Kapse became the absolute and full owner of the land admeasuring 0.60 HR out of Kh. No. 76/1 which was then renumbered as 76/1B and his name was also mutated in the Records of Right i.e. in 7/12 Extract.

AND WHEREAS in pursuance of registered Agreement to sell dated 07.12.2011 Shri Ramdas Raghunath Wankhede had sold the entire land bearing Kh. No. 76/2 admeasuring 1.78 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri Ravindra Kisanrao Kapse, by way of executing the registered Sale Deed and the same was duly registered in the office of Sub-Registrar, Hingna, at Sr. No. 3906/2012 dated 04/09/2012 and by virtue of the said Sale Deed M/s. Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri Ravindra Kisanrao Kapse became the absolute and full owner of the schedule land and its name is duly mutated in the records of 7/12 extract.

AND WHEREAS in pursuance of registered Agreement to sell dated 07.12.2011 Shri Pandhari Raghunath Wankhede had sold the entire land bearing Kh. No. 76/3 adm. 1.60 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse by way of executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Hingna in Book No.1, at Sr. No., 3908/2012 dated 04/09/2012 and by virtue of the said Sale Deed M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse became the absolute and full owner of the land bearing Kh. No. 76/3 admeasuring 1.60 HR.

AND WHEREAS by virtue of the aforesaid Sale Deed dated 16.03.2012 Shri Chandrashekhar S/o. Kisanrao Kapse becomes the owner of land bearing Kh. No. 76/1B admeasuring 0.60 HR and by virtue of three separate registered Sale Deeds dated 04.09.2012, and Sale Deed dated 29.07.2017 M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse becomes the owner of land bearing Kh. No. 75 admeasuring 1.34 HR, Kh. No. 76/2 admeasuring 1.78 HR and Kh. No. 76/3 admeasuring 1.60 HR and accordingly the mutation to that effect is also effected in the 7/12 Extract

**History of Khasra No. 77/1A (Old Kh. No. 22/4k, 27/1k) admeasuring
1.85 HR**

WHEREAS, originally all that piece and parcel of entire land bearing Kh. No. 22/1K total adm. 4.25 H.R. of Mouza – Sondapar originally belongs to Shri Pandurang Ramchandra Pawase and entry to that effect is duly recorded in Adhikar Abhilekh Panji of the Year 1954 – 55.

AND WHEREAS on 15/01/1986 Shri Pandurang Ramchandra Pawase had sold out the land adm. 1.21 H.R. out of entire land adm. 4.25 H.R. to Shri. Kishor Dharmaji Wange and Smt. Zintgubai Dharmaji Wange by way of executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 95 dated 13/10/1986 and as a result of the aforesaid Sale Deed now Shri Pandurang Ramchandra Pawase was left remain with land adm. 3.04 H.R. out of the said Kh. No. 22/1K.

AND WHEREAS Shri Pandurang Ramchandra Pawase left for heavenly abode on 22/11/1987 and his wife Smt. Saraswati Pandurang Pawase had also died leaving behind them, following legal heirs namely 1) Smt. Prabhavati Tukaram Tayade, 2) Smt. Kusumbai Shridharrao Shahakar and the names of the aforesaid legal heirs had duly recorded as the joint owners of the said property by virtue of intestate succession.

AND WHEREAS, after the resurvey and remeasurement of the said land adm. 3.04 H.R. has been renumbered as Kh. No. 77/1 and same was recorded to be owned and possess by 1) Smt. Prabhavati Tukaram Tayade, 2) Smt. Kusumbai Shridharrao Shahakar.

AND WHEREAS on 15/12/2012 Smt. Prabhavati Tukaram Tayade and Smt. Kusumbai Shridharrao Shahakar have jointly sold out land adm. 1.85 H.R. out of entire land adm. 3.04 H.R. of KH. No. 77/1 to 1) Shri Kisan Mahadeorao Kapse 2) Shri Suryakant Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse by way of executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Hingna, in Book No. 1, at Sr. No. 5249/2012 dated 15/12/2012 and by virtue of said Sale Deed 1) Shri Kisan Mahadeorao Kapse, 2) Shri Suryakant Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse became the joint co-owners of the said land admeasuring 1.85 HR which was then renumbered as Kh. No. 77/1A and same was recorded in the name of 1) Shri Kisan Mahadeorao Kapse, 2) Shri Suryakant Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse.

AND WHEREAS as per the aforesaid transactions the following persons are the owners of their respective Khasaras;

Sr. No.	Khasara Number	Area	Title Document Details	Owner
1	70	4.82 HR	Registered Sale Deed SRO Hingna at Sr. No. 43/2015 date 02.01.2015	M/s Om Shivam Buildcon Pvt. Ltd.
2	71	4.04 HR	Registered Sale Deed SRO Hingna Sr. No. 2769/2012 date 21.06.2012	(1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod

3	72	3.06 HR	Registered Sale Deed SRO Hingna Sr. No. 2873 dated 20/05/2011	Kapse M/s Om Shivam Buildcon Pvt. Ltd.
4	73	1.88 HR	Registered Sale Deed SRO Hingna Sr. No. 2873 dated 20/05/2011	M/s Om Shivam Buildcon Pvt. Ltd.
5	74	0.65 HR	Registered Sale Deed SRO Hingna, Sr. No. 1994/2014 dated 12/05/2014	M/s Om Shivam Buildcon Pvt. Ltd.
6	75	1.34 HR	Registered Sale Deed SRO-Hingna, at Sr. No. 3348/2017, dated 29.07.2017.	M/s Om Shivam Buildcon Pvt. Ltd.
7	76/1/A	1.00 HR	Registered Sale Deed SRO-Hingna, at Sr. No. 3348/2017, dated 29.07.2017.	M/s Om Shivam Buildcon Pvt. Ltd.
6	76/1B	0.60 HR	Registered Sale Deed SRO at Sr. No. 1189/2012, dated 16/03/2012	Shri Chandrashekhar Kisanrao Kapse
7	76/2	1.78 HR	Registered Sale Deed SRO Hingna Sr. No. 3906/2012 dated 04/09/2012	M/s. Om Shivam Buildcon Pvt. Ltd.
8	76/3	1.60 HR	Registered Sale Deed, SRO Hingna at Sr. No. 3908/2012 dated 04/09/2012	M/s. Om Shivam Buildcon Pvt. Ltd.
9	77/1A	1.85 HR	Registered Sale Deed, SRO Hingna Sr. No. 5249/2012 dated 15/12/2012	1) Shri Kisan Mahadeorao Kapse, 2) Shri Suryakanta Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse
Total Area		22.62 HR		

AND WHEREAS aforesaid entire land is covered by the Metropolitan area declared by the Government vide Notification No. TSP-1899/1191/CR-80/99/UD-13 dated 23.07.1999 and Notification No. NIT/2202/4025/CR-493/2002/UD-26 dated 24.12.2002, Government of Maharashtra has extended the jurisdiction of the NIT to the Metropolitan area. Subsequent Notification No. TPS/2409/2890/CR-356/09/UD-09 dated 31.08.2010 by which the NIT has appointed as a Special Planning Authority for the said area and subsequently declared as Area Development Authority by Govt. of Maharashtra vide Notification No. TPS-2414/451/CR-231/2014/UD-9 dated 23.12.2004, and on basis of Public Participation Method, the Nagpur improvement Trust, Nagpur (Metro) Section had executed the Memorandum of Understanding whereby it was agreed on the terms and conditions of the said MOU, 60 % of land out of entire land of 22.62 HR was agreed to be retain by the aforesaid owners however the remaining 40 % agreed to be handed over to NIT.

AND WHEREAS upon calculating the area in 60 : 40 ratio as per the Memorandum of Understanding the, the land 13.572 HR (60 %) which is agreed to be retain by the aforesaid owners then converted in to Plots bearing No. 237/1, 237/2, 238/1, 238/2, 239, 240, 241, 242, and 247/1.

AND WHEREAS the Tahasildar Hingna had issued the NA Sanad in respect of the entire plotable land admeasuring 1,21,680 Sq. Mtrs. (12.1680 H.R.) bearing Plots No. 237/1, 238/1, 238/2, 239, 241, 242, and 247/1 (Exculding Plot No. 240 and 237/2 which is in respect of other project of owners by name Shiv Vistara) out of entire land admeasuring 13.572 HR being a portion of Khasra

No. 70,71,72,73,74, 76/1B, 76/2, 76/3 and 77/1A of Mouza-Sondapar by its order passed in Rev. Case No. 1/NAP-34/2015-2016, dated 11.03.2016.

AND WHEREAS the owner had executed the development Agreement with Nagpur Improvement Trust, Nagpur on 22.12.2016 in respect of entire land bearing Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1 admeasuring 1,21,680 Sq. Mtrs. (12.1680 H.R.) being a portion of land bearing Khasra No. 70, 71, 72, 73, 74, 75, 76/1, 76/1B, 76/2, 76/3 and 77/1A of Mouza-Sumthana-Sondapar-Kotewada-Jamtha-Parsodi NIT Scheme and after completing all formalities, the competent authority of NIT has approved/sanctioned the layout prepared under the said khasra of land which consists of Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1.

AND WHEREAS, the aforesaid owners then decided to develop the aforesaid entire land bearing Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1 having total area admeasuring 1,21,680 Sq. Mtr. by constructing the Township to be known and styled as "SHIV KAILASA" in phasewise manner and accordingly the owner prepared the proposed building plan of the building No. 9, 10, 11 and 14 to constructed in Phase- I which was duly sanctioned and approved by Nagpur Metropolitan Region Development Authority bearing Permit No. BE(NMRDA)/West/Hingna Tahsil/ No. MB-2542/ 20160407148/0002/249 Dated 29/10/2018.

AND WHEREAS the aforesaid owner then also registered the project "SHIV-KAILASA Phase-I" with Maharashtra Real Estate Regulatory Authority bearing its Registration No. P50500018424 dated 30/10/2018.

AND WHEREAS, the aforesaid owners then submitted the propeosed Building No. 9 of the said Shiv Kailasa to the provisions of Maharashtra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration, executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4567/2018 dated 31/10/2018 [Building No.9 consist of Tower No.1 known as "Kangiri", Tower No.2 known as "Hardeol", Tower No.3 known as "Dunagiri", Tower No.4 known as "Tirsuli"]

AND WHEREAS, the aforesaid owners then submitted the propeosed Building No. 10 of the said Shiv Kailasa to the provisions of Maharashtra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr.

No. 4568/2018 dated 31/10/2018 [Building No.10 consist of 5 separate Towers identified as Tower No.1 known as "Amboli", Tower No.2 known as "Bhilar", Tower No.3 known as "Arvalam", Tower No.4 known as "Kapila", Tower No.5 known as "Girna"]

AND WHEREAS, the aforesaid owners then submitted the propeosed Building No. 14 of the said Shiv Kailasa to the provisions of Maharashtra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4569/2018 dated 31/10/2018 [Building No.14 consists of 2 separate Towers identified as Tower No.1 known as "Shivalik", Tower No.2 known as "Kangchenjunga"]

AND WHEREAS, the aforesaid owners then submitted the propeosed Building No. 11 of the said Shiv Kailasa to the provisions of Maharashtra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4570/2018 dated 31/10/2018 [Building No.11 consists of 5 separate Towers identified as Tower No.1 known as "Purna", Tower No.2 known as "Penganga", Tower No.3 known as "Pranhita", Tower No.4 known as "Manjira", Tower No.5 known as "Wainganga"]

AND WHEREAS on 17.06.2019, the onwers of the aforesaid entire land 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse had executed the registered Joint Development Agreement with M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3398/2019, dated 17.06.2019. thereby assigned the developments works of the entire land.

AND WHEREAS, 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, had also executed the registered Power of Attoneny thereby constituted and nominated to M/s Om Shivam Buildcon Private Ltd. Acting through its director

Shri Ravindra Kisanrao Kapse, the said power of attorney was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3399/2019, dated 17.06.2019.

AND WHEREAS during the course of time, the Nagpur Metropolitan Region Development Authority had taken over the possession of the land to the extend of 40 % out of entire land as per Memorandum of Understanding by executing the Development Agreement with the owners on 25.11.2019.

AND WHEREAS the Tahasildar Hingna by its order passed in Rev. Case No. 17/RTS-59/2019-20, dated 28.07.2020 had directed to separate the share of the NMRDA i.e. 40 % share from the shares of aforesaid owners i.e. 60% share by taking the entry in records of Rights i.e. in 7/12 extract. and as a result thereof all the original Khasars were divided in to two separate parts and accordingly the name of NMDRA was duly recored in the Records of Rights in respect of Kh. No. 70/1, 71/1, 72/1, 73/1, 74/1, 75/1, 76/1/A/1, 76/2/A, 76/3/A, 76/1/B/1 and 77/1/A/1.

AND WHEREAS Tahasildar Hingna by its order passed in Rev. Case No. 22/RTS-59/2019-20, dated 21.12.2020 had directed to carry out the necessary correction in area of 7/12 extract in view of the ratio of 60:40 as per the Memorandum of Understanding executed in between the owners and the development Authority.

AND WHEREAS Tahasildar Hingna by its order passed in in Rev. Case No. 28/RTS-59/2019-20, dated 31.05.2021 had directed to carry out mutation in respect of separation of Kh. No. 76/3/B in two separate part i.e. Kh. No. 76/3/B/1 and 76/3/B/2 having area and measuring 7687.36 Sq. Mtr. and 7586.56 Sq. Mtr. respectively in the name of Om Shivam Buildcon Pvt. Ltd.

AND WHEREAS the original sanctioned building plan and permit in respect of Building No. 9, 10, 11 and 14 of Phase-I of the SHIV KAILASA was revised by adding the building of the Phase-II of Shiv Kailasa which was duly sanctioned and approved by Nagpur Metropolitan Region Development Authority, bearing its building permit No. B.E. (NMRDA)/West/Hingna Tahsil/No. MB-444/201807109/2043/719, dated 20.05.2021

AND WHEREAS as a result therefore the Vendors hereinabove named has now become the absolute Owner of the Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1 with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; **AND**

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

AND WHEREAS the Vendors is in possession of the project land and the Vendors/Developer/Confirming Party is entitled and enjoined upon to

construct building(s) on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the Vendors/Developer/Confirming Party has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the Vendors/Developer/Confirming Party shall get the said Project registered under the provisions of the Act with the Real Estate Regulatory Authority within the stipulated time period;

AND WHEREAS Vendor/Developer/Confirming Party has registered said Project under the provisions of the Act with the Real Estate Regulatory Authority by Project Name Shiv Kailasa-Phase-II bearing Project Registration No. _____ Dated _____; AND

AND WHEREAS, the Vendors/Developer/Confirming Party has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendors/Developer/Confirming Party accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS, on demand from the Purchaser, the Vendors/Developer/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 Vendors/Developer/Confirming Party Architects MR. SACHIN SUTAR and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (*hereinafter referred to as "the said Act"*) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendors/Developer/Confirming Party and satisfied herself/himself/themselves about the title of the Vendors to the said Property and/or right of the Vendors/Developer/Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Vendors/Developer/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 Vendors/Developer/Confirming Party;

AND WHEREAS, the authenticated copies of the plans of the Building Plans as sanctioned and approved by the local authority have been *annexed hereto and marked as Annexure C-1*;

AND WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Annexure-D;***

AND WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors/Developer/Confirming Party while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS, the Vendors/Developer/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 Purchaser. 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, which is duly Registered in the Office of the Sub-Registrar Hingna in Book No. ____ at Registered Serial No. _____ on _____ and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

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

AND WHEREAS, the Purchaser has applied to the Vendors/Developer/Confirming Party for purchase of Apartment No. _____ on _____ FLOOR in TOWER - _____ known as "_____" in Building No. ____ and the entire complex to be collectively known and styled as "SHIV KAILASA",

AND WHEREAS, the carpet area of the said Apartment is _____ square meters; Open 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;

AND 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;

AND WHEREAS, prior to the execution of these the presents Purchaser has paid to the Vendors/Developer/Confirming Party a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Vendors/Developer/Confirming Party to the Purchaser as advance payment or Application Fee in the following manner

Rs. _____/- (Rupees _____ Only) paid by the Purchaser to the Vendors by Cheque No. _____ Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendors.

(the payment and receipt whereof the Vendors/Developer/Confirming Party both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendors/Developer/Confirming Party the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Vendors/Developer/Confirming Party has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

AND WHEREAS, under section 13 of the said Act the Vendors/Developer/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 Vendors/Developer/Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. THAT, the aforesaid Project consisting of a Multistoried buildings known Building No. _____ consists of _____ separate Towers identified as Tower No. _____ Known as "_____", Tower No. _____ Known as "_____", Tower No. _____ Known as "_____" & Tower No. _____ Known as "_____" and the entire complex to be collectively known and styled as "**SHIV KAILASA**" to be constructed by the Developer/Confirming Party / Promoter on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Vendors/Developer/Confirming Party shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a THAT, the Purchaser hereby agrees to purchase from the Vendors/Developer/Confirming Party and the Vendors/Developer/Confirming Party hereby agrees to sell to the Purchaser Apartment No. _____ having carpet area admeasuring _____ Sq. Meters alongwith Terrace area is _____ Sq. Meters on _____ FLOOR in TOWER - _____ known as "_____" in Building No. ____ and the entire complex to be collectively known and styled as "SHIV KAILASA", (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the total sale consideration of Rs. _____/- (Rupees _____ Only) which includes :

- i) The cost of Apartment including Infrastructure,
- ii) The proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule** annexed herewith.
- iii) The cost of allotted covered parking space.

1.b Thus the total aggregate consideration amount for the said Apartment including Covered Parking Space is Rs. _____/- (Rupees _____ Only).

1.c THAT, the Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendors/Developer/Confirming Party the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

- i) Rs. _____/- (_____) Only
(not exceeding 30% of the total consideration)
agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party within 7 days from the date of execution of this Agreement.
- ii) Rs. _____/- (_____) Only
(not exceeding 70% of the total consideration)
agreed to be paid by the Purchaser to the

Vendors/Developer/Confirming Party within 7 days from the date of completion of each floor slabs by way of (Rs. _____/-) per slab of the building or wing in which the said Apartment is located.

iii) Rs. _____/- (_____) Only **(not exceeding 75% of the total consideration)** agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party within 7 days from the date of completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

iv) Rs. _____/- (_____) Only **(not exceeding 80% of the total consideration)** agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party within 7 days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

v) Rs. _____/- (_____) Only **(not exceeding 85% of the total consideration)** agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party within 7 days from the date of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vi) Rs. _____/- (_____) Only **(not exceeding 95% of the total consideration)** agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party within 7 days from the date of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

vii) Rs. _____/- (_____) Only agreed to be paid by the Purchaser to the Vendors/Developer/Confirming Party at the time of

handing over of the possession of the said Apartment and after receipt of occupancy certificate or completion certificate.

Rs. _____ /- (RUPEES _____ ONLY)

1.d THAT, the above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendors/Developer/Confirming Party by way of GST and Cess, 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 Vendors/Developer/Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendors/Developer/Confirming Party all such Taxes as and when demanded and shall always keep the Vendors/Developer/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 (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e THAT, 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) 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 Vendors/Developer/Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.f THAT, 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 Vendors/Developer/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 Vendors/Developer/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.

1.g THAT the Vendors/Developer/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 Vendors/Developer/Confirming Party.

1.h 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.

1.i THAT, the Vendors/Developer/Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors/Developer/Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Vendors/Developer/Confirming Party shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendors/Developer/Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.j THAT, the Purchaser do hereby authorizes the Vendors/Developer/Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendors/Developer/Confirming Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendors/Developer/Confirming Party to adjust her/his payments in any manner.

2. THAT, the Vendors/Developer/Confirming Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the

concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

3. THAT, the Time is essence for the Vendors/Developer/Confirming Party as well as the Purchaser. The Vendors/Developer/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 Purchaser after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors/Developer/Confirming Party as provided in clause 1 (c) herein above. ("Payment Plan").

4. THAT, the Vendors/Developer/Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is **8581.01** Square Meters only and Vendors/Developer/Confirming Party has planned to utilize Floor Space Index of as per sanctioned Building plan by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendors/Developer/Confirming Party has disclosed the Floor Space Index of as per sanctioned Building plan as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendors/Developer/Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendors/Developer/Confirming Party only.

4.1 If the Vendors/Developer/Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendors/Developer/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 Vendors/Developer/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 Vendors/Developer/Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendors/Developer/Confirming Party.

4.2 Without prejudice to the right of Vendors/Developer/Confirming Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser

to the Vendors/Developer/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 Vendors/Developer/Confirming Party shall at his own option, may terminate this Agreement:

Provided that, Vendors/Developer/Confirming Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendors/Developer/Confirming Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Developer/Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendors/Developer/Confirming Party.

5. THAT, 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 Vendors/Developer/Confirming Party in the said building and the Apartment as are set out in **Annexure 'E', annexed hereto**.

6. THAT, the Vendors/Developer/Confirming Party shall give possession of the Apartment to the Purchaser on or before _____ but subject 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 Vendors/Developer/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 Vendors/Developer/Confirming Party. If the Vendors/Developer/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 Vendors/Developer/Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in

the clause 4.1 herein above from the date the Vendors/Developer/Confirming Party received the sum till the date the amounts and interest thereon is repaid as per rule of State Bank of India.

Provided further that the Vendors/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 Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Vendors/Developer/Confirming Party hereto.

Provided further that the Vendors/Developer/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.

7.1 Procedure for taking possession – The Vendors/Developer/Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendors/Developer/Confirming Party shall give possession of the said Apartment to the Purchaser. The Vendors/Developer/Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Developer/Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendors/Developer/Confirming Party or Association of Purchaser, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendors/Developer/Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendors/Developer/Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendors/Confirming Party does hereby agree with the Purchaser 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 Good Sales Tax and all other Taxes and

Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendors/Confirming Party 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. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Confirming Party.

7.5(i) THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.5(ii) THAT the PURCHASER has to pay the Vendors Rs. 1,00,000/- (Rupees One Lakh Only) on or before sale deed of said apartment towards the maintenance charges of the Common area, Common Amenities and outside of the building for Ten Years from the date of possession. Thereafter the Association of Apartment Owners will decide for the monthly contribution from the Apartments Owners for maintenance purposes. The maintenance / service charges of Rs. 1,00,000/- shall be adjusted towards maintenance in next 10 Years from the date of possession and before that PURCHASER or Apartment Owners Association shall not entitled to get refund of the said amount.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Vendors/Developer/Confirming Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Vendors/Developer/Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors/Developer/Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Vendors/Developer/Confirming Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may

arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

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

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

8.1 THAT, the Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.1 THAT, the Vendors/Developer/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 Purchaser. 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.

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 THAT, the PURCHASER failure to take the possession within 15 days after notice in writing is given by the Vendors/Developer/Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendors/Developer/Confirming Party such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendors/Developer/Confirming Party provisional monthly contribution of Rs. 5,000/- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendors/Developer/Confirming Party shall not carry any interest and remain with the Vendors/Developer/Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPER/CONFIRMING PARTY :

The Vendors/Developer/Confirming Party hereby represents and warrants to the Purchaser as follows:

- i. The Vendors/Developer/Confirming Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendors/Developer/Confirming Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendors/Developer/Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Vendors/Developer/Confirming Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendors and/or Vendors/Developer/Confirming Party has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendors/Developer/Confirming Party confirms that the Vendors/Developer/Confirming Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

- ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
 - x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendors/Developer/Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;
 - xi. The Vendors/Developer/Confirming Party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors and/or the Vendors/Developer/Confirming Party in respect of the project land and/or the Project except those disclosed in the title report.
11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors/Developer/Confirming Party as follows :-
- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. The Purchaser hereby specifically agrees with the Vendors/Developer/Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors/Developer/Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
 - iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in

which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendors/Developer/Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendors/Developer/Confirming Party and/or the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendors/Developer/Confirming Party within fifteen days of demand by the Vendors/Developer/Confirming Party, his share of security deposit

demand by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendors/Developer/Confirming Party under this Agreement are fully paid up.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendors/Developer/Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendors/Developer/Confirming Party shall bear and pay the 10% of regular Maintenance Charges payable for such unsold Apartments.

12. The Vendors/Developer/Confirming Party shall maintain a separate account in respect of sums received by the Vendors/Developer/Confirming Party from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendors/Developer/Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.
14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.
15. After the Vendors/Developer/Confirming Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.
16. **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Vendors/Developer/Confirming Party does not create a binding obligation on the part of the Vendors/Developer/Confirming Party or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Developer/Confirming Party. If the Purchaser(s) fails to execute and deliver to the Vendors/Developer/Confirming Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors/Developer/Confirming Party, then the Vendors/Developer/Confirming Party shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
17. **ENTIRE AGREEMENT :** This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. SEVERABILITY : 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

22. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendors/Developer/Confirming Party through its authorized signatory at the Vendors/Developer/Confirming Party's Office, or at some other place, which may be mutually agreed between the Vendors/Developer/Confirming Party and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendors/Developer/Confirming Party or simultaneously with the execution the

said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchaser and/or Vendors/Developer/Confirming Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Vendors/Developer/Confirming Party will attend such Office and admit execution thereof.

25. That all notices to be served on the Purchaser and the Vendors/Developer/Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendors/Developer/Confirming Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

MR. _____

Name of Purchaser

Residents of _____

Address of PURCHASER

Email ID : _____

(1) **SHRI RAVINDRA S/o KISANRAO KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(2) **MRS. PALLAVI W/o RAVINDRA KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(3) **SHRI PRAMOD S/o KISANRAO KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(4) **MRS. VAISHALI W/o PRAMOD KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(5) **SHRI CHANDRASHEKHAR S/o KISANRAO KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(6) **SHRI KISANRAO S/o MAHADEVRAO KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(7) **MRS SURYAKANTA W/o KISANRAO KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(8) **MRS. LAXMI W/o CHANDRASHEKHAR KAPSE**, Resident of 182/A, Pande Layout, Khamla, Nagpur 440 025, Tahsil and District : Nagpur,

(9) **OM SHIVAM BUILDCON PRIVATE LIMITED**

Rohera Arcade, Plot No. 10, Near "Haldiram", NMC House No. 560 A/10, Ward No. 5, Ajni Square, Nagpur- 440015

(Name of Vendors/Developer/Confirming Party name & Address of Vendors/Developer/Confirming Party)

Notified Email ID : info@omshivambuildcon.com

It shall be the duty of the Purchaser and the Vendors/Developer/Confirming Party to inform each other of any change in address subsequent to the execution of

this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors/Developer/Confirming Party or the Purchaser, as the case may be.

26. JOINT PURCHASER : In case there are Joint Purchaser all communications shall be sent by the Vendors/Developer/Confirming Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

27. STAMP DUTY AND REGISTRATION : 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.

28. DISPUTE RESOLUTION: 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.

29. GOVERNING LAW: 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.

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

SCHEDULE OF PROPERTY

THE UNDIVIDED _____ PERCENT share and interest in ALL THOSE Pieces and Parcels of land bearing Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1, out of the sanctioned layout, containing by total admeasurement 93,926.06 Sq. Mtrs., being a portion of the lands bearing Kh. Nos. 70/2, 71/2, 72/2, 73/2, 74/2, 75/2 (Part), 76/1/A/2 (Part), 76/1/B/2, 76/2/B, 76/3/B/1, 76/3/B/2 of Mouza – SONDAPAR, P.S.K. 72, TOGETHER WITH the entire R.C.C. superstructure comprising **Apartment No.** _____ covering a Carpet area of _____ Sq. Mtrs., alongwith Terrace area _____ Sq. Mtrs on the _____ FLOOR of a Building proposed to be constructed on the aforesaid Plot of land and to be known and styled as **TOWER NO – _____** known as “_____” in **Building No.** _____ and the entire complex to be collectively known and styled as “**SHIV KAILASA**”, including all other

easementary rights appurtenant and belonging thereto, situated at Village – Sondapar, within the limits of the Grampanchayat – Kotewada, in Tahsil – Hingna and District – NAGPUR and bounded as under :-

ON THE EAST	-	18.00 Mtrs. Road.
ON THE WEST	-	Existing Road.
ON THE NORTH	-	Canal.
ON THE SOUTH	-	18.00Mtrs. Road

Boundaries of Apartment No. ____ – TOWER NO. ____ as under:

ON THE EAST	-
ON THE WEST	-
ON THE NORTH	-
ON THE SOUTH	-

IN WITNESS WHEREOF the VENDORS and the PURCHASER hereinabove named has hereto set their respective hands and signed this DEED OF AGREEMENT TO SALE at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

(Drafted by Adv. Sahil M. Bhangde as per instructions of the both parties)

WITNESSES :

(1) _____

FOR OM SHIVAM BUILDCON PVT. LTD.

(2) _____

Kapse

(RAVINDRA KISANRAO KAPSE)

Director

For self and As a duly Constituted Attorney
for the Vendor Nos. (1) to (8) hereinabove
named
VENDORS

PURCHASER

FOR OM SHIVAM BUILDCON PVT. LTD.

Kapse

(RAVINDRA KISANRAO KAPSE)

Director

CONFIRMING PARTY