“SHIV HEIGHTS”

AGREEMENT OF SALE

VALUED AT RS._____/-

(RUPEES _____ ONLY)

MARKET VALUE RS._____/-

STAMP DUTY RS._____/-

REGISTRATION FEES RS._____/-

FLAT/APARTMENT NO._____, MOUZA – SURABARDI,

TAHSIL – NAGPUR GRAMIN, DISTRICT – NAGPUR

THIS AGREEMENT OF SALE is made and executed on this _____ day of _____, 2021 at Nagpur.

:BETWEEN:

UNIVERSAL SALES CORPORATION, (PAN NO.AAGFU6737J) Office at Wanadongri, Hingna, District Nagpur-441110 acting through its Partners :-
1) MISS. PRIYA BHARAT IKHANKAR, aged about 27 years, R/o. Ward No.1, Surabardi (Takiya), Post Devalameti, Nagpur and
2) MRS. VRUSHALI W/O. MAHESH CHARDE, aged about 39 years, R/o. Plot No.72, Gajanan Society, Guru Prasad Nagar, Dattawadi, Near Baitule Jewellers, Wadi, Nagpur-440023. (Mobile No._____), here-in-after referred to and called as **"THE PROMOTER/ VENDOR"**, which expression unless repugnant to the subject, meaning or context thereof shall always mean and include the said PROMOTER/VENDOR as well as their legal representatives, successor, administrator, executors, assigns, partners and all other person or persons claiming through or under them, the Party No.1 of **THE FIRST PART** ;

AND

_____, (PAN NO._____) aged about ____ years, R/o. _____ here-in-after referred to and called as "**THE PURCHASER/THE ALLOTTEE",** which expression unless repugnant to the subject, meaning or context thereof, shall always mean and include the said PURCHASER as well as his/her legal heirs, successors, executors, assigns and all other person or persons claiming through or under him/her, the Party No. 2 of **THE SECOND PART**;

WHEREAS, the Vendor/Promoter that UNIVERSAL SALES CORPORATION is absolute owner of All That piece and parcel of property reserved for CONVINIENT SHOP, admeasuring plotable area 721.17 Sq. Mtrs., situated in the NIT sanctioned Non-Agriculture Land bearing Khasra No.77/1, admeasuring 4.14 H.R., Revenue Rs.825/- Mouza – Surabardi, P.H No.5 A, Tahsil – Nagpur Gramin, and District – Nagpur

AND WHEREAS, during the search I found that the originally Shri Vyankatrao Ganbaji Kachore & 8 others were the owners of aforesaid property. That on 31-08-1995 they have applied before Hon'ble Collector, Nagpur for grant of Non-Agriculture permission of the land of Khasra No.53 and 77 of Mauza – Suraburdi for residential purpose and accordingly and permission was granted on 07-01-1996 vide Collector Order bearing No.15/N.A.P./34/1995-96.

AND WHEREAS Shri Vyankatrao Ganbaji Kachore & 8 others, have sold Khasra No.77/1, admeasuring 4.14 H.R. to Hindusthan Builders, acting through its Authorized partner Shri Arun Balwantrao Choudhari R/o. Dharampeth, Nagpur, vide Deed of Sale registered at Serial No.3621/2002, on 03-08-2002 before Sub-Registrar Nagpur Gramin-10.

AND WHEREAS, the said M/s. Hindusthan Builders, have mortgaged the said property with Punjab National Bank, having its Branch Office at Kingsway, Nagpur, through its Sr. Manager Shri Ananatrao Rehpade, vide Mortgaged Deed dated 14-02-2005, registered at Serial No.331/2005, before Sub-Registrar Nagpur-6.

AND WHEREAS, the layout plan of said Khasra No.77/1 was sanctioned by Assistant Director Town Planning, Nagpur Improvement Trust, Nagpur, as per agreement dated 29-04-2006.

AND WHEREAS the said M/s. Hindusthan Builders have failed to repay the loan amount, as such Punjab National Bank under Securitisation, Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and in exercise of powers conferred under the said act, have taken the possession of property and accordingly possession notice was affixed on 27-11-2007 and Possession Notice was published on 11-12-2007 in Lokmat Times. Accordingly Punjab National Bank has published Notice Inviting Tender for sale of the said property on 17-01-2008.

AND WHEREAS, Mr. Satyanarayan Chhotelalji Agrawal and others, have offered to purchase the said property and accordingly submitted their tender form to the Officials of Punjab National Bank, Kingsway, Nagpur. Accordingly the Punjab National Bank has accepted bid/offer in respect of Khasra No.77/1, Ankush Nagar, Suraburdi, Nagpur. It is worthwhile to mention that Punjab National Bank has also issued "CONFIRMATION OF SALE OF IMMOVABLE PROPERTY" in favour Mr. Satyanarayan Chhotelalji Agrawal and others, on 26-02-2008 and Sale is accordingly confirmed by the Bank as secured creditor. The Mr. Satyanarayan Chhotelalji Agrawal and others, herein have deposited the sale price in the Punjab National Bank and thereafter Punjab National Bank has issued "SALE CERTIFICATE" [Rule 9 (6)] in respect of said property as per aforementioned share on 18-03-2008 under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13 read with rule 9 of the Security Interest (Enforcement) Rules 2002. By virtue of aforesaid Sale Certificate, the Mr. Satyanarayan Chhotelalji Agrawal and others, had become absolute owners of the aforesaid property as per their respective share.

AND WHEREAS the said Mr. Satyanarayan Chhotelalji Agrawal and others, had sold the said property having Khasra No.77/1, admeasuring 4.14 H.R, to M/S. L. G. DEVELOPERS AND BUILDERS, acting through his partner Mr. Dhanraj Ganpatrao Babde, vide Sale Deed, registered at Serial No.8489/2015, dated 15-12-2015, before Sub-Registrar No.7, Nagpur Gramin.

AND WHEREAS the said Khasra No.77/1 had been submitted for conversion from Agricultural Land to non-Agricultural for Residential use and accordingly the said land is converted to Non-Agriculture Residential use, by the Hon'ble Collector, Nagpur, has issued the Order vide its Order No.1339/2005, Ra.Ma.Kr. 134/N.A.P-34/2005-2006, Dated 21-10-2005. Further the Assistant Director Town Planning, Nagpur Improvement Trust has duly sanctioned the layout plan. The Nagpur Improvement Trust also release the plots in the Layout of Khasra No.77/1 including land reserve for convenient shop, on 06.07.2018.

AND WHEREAS the Universal Sales Corporation have purchased the said property from M/s. L. G. Developers and Builders through its Partner Shri. Dhanraj Ganpatrao Babde, R/o. R/o. Plot No.7A, L.G. House, Naik Layout, Third Bus Stop, Gopal Nagar, Nagpur vide Sale Deed, registered at Serial No.5999/2021, Dated 26-03-2021, before Sub-Registrar No.10, Nagpur Gramin.

AND WHEREAS, the aforesaid Owner i.e. Universal Sales Corporation has duly mutated their name in All Concerning Government Records and thereafter the aforesaid Owner have decided to develop the said property into a Residential/Commercial Scheme. The Nagpur Metropolitan Region Development Authority (NMRDA) has also released the said plots/convenient shop, vide Release Letter No.EE(NMRDA)29 on 06.07.2018. Accordingly the Owner has submitted the Building Plan/Construction Map before Nagpur Metropolitan Region

Development Authority (NMRDA). The Building Plan is sanctioned by the Building Engineer, Nagpur Metropolitan Region Development Authority (NMRDA) on 21-06-2021, vide Building Permit No.B.E.(NMRDA)/South/Nagpur(Rural)/No. 17116620/2020090839/ 2080.

AND WHEREAS the Owner/Vendor has submitted the aforesaid property to provisions of the Maharashtra Apartment Ownership Act., 1970 and for that purpose necessary Deed of Declaration, have been executed and registered before Sub-Registrar, Nagpur Gramin-10, at Serial No.11218/2021, on 19-07-2021. The proposed building named and styled as **"SHIV HEIGHTS"**.

AND WHEREAS the Vendor/promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Vendor/promoter has proposed to construct on the project land one Building which is named as **"SHIV HEIGHTS"** on the Project land comprising of 23 Flats/Apartments situated on the Ground plus Fifth Floor structure.

AND WHEREAS the Vendor/promoter has appointed a structural engineer for the preparation of the structural design and drawing of the building and the Vendor/promoter accepts the professional supervision of the architect and the structural engineer till the completion of the building/buildings.

AND WHEREAS the Vendor/promoter has sole and exclusive right to sell the apartments in the said building/s to be constructed by the Vendor/promoter on the project land and to enter into agreement/s with the allottee(s)/s of the apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottees/Purchasers, the Vendor/promoter has given inspection to the allottees/purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's architects Messrs _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as " the said Act") and the Rules and Regulations made there under;

AND WHEREAS the Vendor/promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchasers/allottees has also satisfied himself / herself, in respect of the title of the Vendor, to the said property as good, valid, legal and marketable and same and after due verification of the same, the Purchasers/Allottees herein was desirous to execute the present agreement and all other relevant deeds and documents and has no further quarries regarding the same.

AND WHEREAS the Allottees/purchasers has applied to the Vendor/promoter for allotment of an Flat bearing number _____ on the ____ Floor, (herein after referred to as the said "Apartment") in the Building called "AAKASH" (herein after referred to as the said "Building ") being constructed in the Project Land by the Vendor/promoter

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, the Vendor/promoter has registered the project under the provisions of the real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra no._____**;**

AND WHEREAS, under section 13 of the said act the Vendor/promoter is required to execute a written agreement for sale of said Apartment with the Allottees/purchasers, being in fact these presents and also 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 Vendor/promoter hereby agrees to sell and the allottees/purchasers hereby agrees to purchase the Apartment/Flat

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

1. Property under sale: - That, the Allottees/Purchasers has agreed to purchase for his/ her exclusively residential use, Flat/Apartment No._____, situated on the _____ FLOOR, having Built up Area _____ Sq. Mtr., together with undivided proportionate share in land ____ in the CONVINIENT SHOP, admeasuring plotable area 721.17 Sq. Mtrs., in the scheme by name "SHIV HEIGHTS", being constructed on CONVINIENT SHOP, admeasuring plotable area 721.17 Sq. Mtrs., situated in the NIT sanctioned Non-Agriculture Land bearing Khasra No.77/1, admeasuring 4.14 H.R., Revenue Rs.825/- Mouza – Surabardi, P.H No.5 A, Tahsil – Nagpur Gramin, and District – Nagpur, which is described in detail in the Schedule "B" annexed hereunder.

2. Price: - That, the total consideration of the **Flat/Apartment** chosen by Allottees/Purchasers and hereby agreed to be sold, is fixed at **Rs._____/- (Rupees _____ Only)**. This price does not and shall not include the amount separately payable such as deposits / charges / incidental charges/payments to be made to various authorities for connection of electricity, power, water, sewer, administrative and incidental charges for formation of association / society as the case may be, and any other taxes, levies, Cess, imposed by Appropriate Government or Local Administration, Stamp Duty, Registration Charges, Legal Expenses, Advocate fees etc. All such price, cost, charges, taxes, expenses, overdue interest, if any etc. as mentioned in this para and elsewhere shall constitute the "consideration" amount.

3. Nominee Clause :- The Promoter/Vendor on his discretion and on the request of the Purchasers, may execute Sale Deed in the name of Purchasers/Allottees or his/her nominee or in the name of person suggested by the Purchasers/Allottees.

4. **SCHEDULE OF PAYMENT**:

That the Allottees/Purchasers has paid an amount of Rs._____/- (Rupees _____ Only) paid in cash on _____. However the Allottees/purchasers agreed to pay the balance consideration amount in the following manner:-

1.	At Plinth or Agreement of Sale whichever is earlier	40%
2.	At R. C. C. structure level	20%
3.	At the time of Brick work/plaster	20%
4.	At finishing level	15%
5.	At the time of possession	5%
		100%

In this manner the Allottees/Purchasers agreed to pay total consideration amount of **Rs._____/- (Rupees _____ Only)** to the Vendor/Promoter.

5. Time is essence for the Vendor/promoter as well as the allottees/purchasers. The Vendor/promoter shall abide by the time schedule for completing the project and handing over the Apartment to the allottee/purchaser and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both as the case may be similarly, the allottee/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 Vendor/promoter as provided in Schedule of Payment.

6. Automatic cancellation: - Notwithstanding anything contrary contained in the agreement and without prejudice to the any of the contents of the foregoing paras or other contents, if the Allottees/purchasers fails to adhere strictly to any of the term and conditions of the this agreement, then the contract shall ipso facto come to an end and the Vendor/Promoter shall be relieved of all obligations under this agreement. No relaxation in past or present or indulgence in any form for any of the terms shall operate as waiver of this clause or any of the default clauses.

7. 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 Vendor/promoter undertakes and agrees that while raising a demand on the allottees/purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/promoter shall enclose the said notification/order/rule/regulation published/issued in the behalf to effect along with the demand letter being issued to the allottees/purchasers, which shall only be applicable on subsequent payments.

8. The Vendor/promoter shall confirm the final area that has been allotted to the allottees/purchasers after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the area. Subject to a variation cap of three percent. The total price payable for the area shall be recalculated upon confirmation by the Vendor/promoter. It there is any reduction in the area within the defined limit then promoter shall refund the excess money paid by allottees/purchasers within 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 allottees/purchasers. If there is any increase in the area allotted to alllottee, the Vendor/promoter shall demand additional amount from the allottees/purchasers 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.

9. Consent for modification etc.: - In the event of the Vendor/Promoter desiring to make alterations or additions in the said property under building bye-laws, rules and regulations of the Nagpur Improvement Trust/any other Authority or otherwise, the Vendor/Promoter shall be entitled to do so. The Purchasers hereby consents for such addition or modifications etc. Further if the Purchasers made suggestion/requirement of any alteration/modification in the interior design or interior civil works of the Flat/Apartment to the Vendor/Promoter, then it is on the sole discretion of the Vendor/Promoter to accept the suggestion/requirement. The Vendor/Promoter can refuse the same.

10. That, if the Vendor/promoter fails to abide by the time schedule for completing the project and handing over the Flat/Apartment to the allottees/purchasers, the Vendor/promoter agrees to pay to the allottees/purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the allottees/purchasers, for every month of delay, till the handing over of the possession. The allottees/purchasers agrees to pay to the Vendor/promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the allottees/purchasers to the promoter under the terms of this agreement from the date the said amount is payable by the allottee(s) to the Vendor/promoter.

11. Without prejudice to the right of Vendor/promoter to charge interest, on the allottees/purchasers committing default in payment on due date of any amount due and payable by the allottees/purchasers to the Vendor/promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottees/purchasers committing three defaults of payment of installments, the Vendor/promoter shall at his own option, may terminate this agreement:

12. Provided that, Vendor/promoter shall give notice of fifteen days in writing to the allottees/purchasers, by registered post AD at the address provided by the allottees/purchasers and/or mail at the e-mail address provided by the alllottee, of his intention to terminate this agreement and of the specific beach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the allottees/purchasers fails to rectify the breach or breaches mentioned by the Vendor/promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement.

Provided further that upon termination of this agreement as aforesaid, the Vendor/promoter shall refund to the allottees/purchasers by deducting 10% of the total consideration amount and the allottees/purchasers shall be eligible for refund of the balance, if any, without interest in due course.

13. Address of Serving of Notice: - All letters, receipt, notices to be issued and served upon the Purchasers shall be deemed to have been duly issued and served, if sent to the Purchasers at the address mentioned in this agreement, by pre-paid post or under Certificate of posting or by fax or email and shall duly and effectually discharge the Vendor/Promoter.

14. Delivery of Possession: - The actual and physical possession shall be delivered only upon the receipt of the complete "consideration" by the Vendor/Promoter and upon executing a written and stamped document while handing over the possession in favour of the purchasers.

15. Failure of Allottees/purchasers to take Possession of Apartment: Upon receiving a written intimation from the Vendor/Promoter, the Allottees/purchasers shall take possession of the Apartment from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Apartment to the allottees/purchasers. In case the allottees/purchasers fails to take possession, he/she shall continue to be liable to pay maintenance charges as applicable.

16. That, if within a period of five years from the date of handing over the Flat/Apartment to the Allottees/purchasers, the Allottees/purchasers brings to the notice of the Vendor/Promoter any structural defect in the Flat/Apartment or the building in which the Apartment are situated wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottees/purchasers shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act

17. That**,** the Vendor/Promoter shall not be liable to pay compensation or to make good any defect in the proprietary items used in the construction of the said **Flat/Apartment,** and proper claim regarding this shall directly be made by the Allottees/Purchasers, to the manufacturer of such items, keeping the Vendor/Promoter indemnified.

18. The Allottees/purchasers shall use the Apartment or any part thereof or permit the same to be used only for purpose of RESIDENCE. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

19. The Allottee/purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Society, the following amounts :-

i) Rs._____/- for share money, application entrance fee of the Society.
ii) Rs._____/- one time maintenance amount in respect of the Society
iii) Rs._____/- for MSEB meters connection & water supply line charges.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Vendor/Promoter hereby represents and warrants to the Allottee/purchaser as follows:

i. The Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter 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 Allottee/purchaser created herein, may prejudicially be affected;

vii. The Vendor/Promoter 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 Allottee/purchaser under this Agreement;

viii. The Vendor/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Vendor/Promoter 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;

xi. 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 Vendor/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21. THE PURCHASER/ALLOTTEE/S HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE VENDOR/PROMOTER AS FOLLOWS :-

i. To maintain the Apartment at the Allottee'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. 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 Allottee/purchaser in this behalf, the Allottee/purchaser shall be liable for the consequences of the breach.

iii. To carry out at 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 Vendor/Promoter to the Allottee/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 Allottee/purchaser committing any act in contravention of the above provision, the Allottee/purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. 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 Vendor/Promoter and/or the Society or the Limited Company.

v. 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.

vi. It is agreed by the Allottee/Purchaser that the Elevational Part can not be changed or disturbed by him/her and the Balconies of the Apartment agreed to be purchased by him/her can not be enclosed, if in this regard, the Allottee/Purchaser found to do so, he/she can be penalized and the losses and repair charges will be borne by the Allottee/Purchaser only. No additional Grills or Glasses or anything will be allowed in the Elevational part or Balcony Areas. The Allottee/Purchaser will not be allowed any type of additional construction in the Elevational Part and outer area, in any condition.

vii. It is agreed by the Allottee/Purchaser that the space for cloths drying will be provided in the Balcony area of the Kitchen only and the Allottee/purchaser can not put the cloths for drying in any other Balcony areas. These conditions are made to keep the building elevation maintained and beautiful and if Allottee/Purchaser found to disturb the conditions, he/she can be penalized.

viii. Pay to the Vendor/Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded 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 Allottee/purchaser for any purposes other than for purpose for which it is sold.

x. The Allottee/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 Allottee/purchaser to the Vendor/Promoter under this Agreement are fully paid up.

xi. The Allottee/purchaser shall observe and perform all the rules and regulations which the Society 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 Allottee/purchaser shall also observe and perform all the stipulations and conditions laid down by the Society 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.

22. Right to enter/ repair etc. :- The Allottee/Purchaser shall permit the Vendor/Promoter or other Allottee/purchaser and their Surveyors or agents with or without workmen and others at all reasonable times to enter into and upon his Flat/Apartment or any part thereof to view, examine, repair etc.

23. Unlawful entry:- Upon execution of this agreement, the Allottee/purchaser shall not have any right, title or interest for entry or right to use or occupy the Flat/Apartment in any form in any manner. Notwithstanding anything contained, any such attempt, whether unsuccessful or otherwise, in any form, shall amount to the criminal trespass and shall make the Allottee/purchaser or anybody claiming through or under him liable for criminal and civil consequences; beside instant and automatic cancellation of the agreement; and permanent and full forfeiture and deprivement of the “consideration”, if any paid. Besides that the Allottee/purchaser and all such person shall be liable for liquidated damages not less than the price of the Flat/Apartment prevailing and other exemplary damages. Similar shall be consequences of any attempt of encroachment or intrusion.

24. Applicability of acts of God, acts and omission of purchaser/allottee etc: - The Vendor/Promoter agree to complete the said sale on or before the expiry of the period of the Eighteen Months from the date of execution or registration of this agreement, whichever is latter, subject to the Allottee/purchaser paying the

"consideration" amounts on due dates/time/place and fulfill all his obligations. The obligation of the Vendor/Promoter and Owner is subject to any Acts of God, Vis Major, Force Majeure which include earthquake, flood, change of law, any labour causalities/disputes, any acts or omission on the part of the Allottee/purchaser making completion of contract by the Vendor/Promoter and Owner as impossible or difficult one, and any other like situation, or any other reasons beyond the control of the Vendor/Promoter. The Allottee/Purchaser shall not be entitled to claim any damages whatsoever. Any litigation initiated in the matter pertaining to the said Scheme/Flat/property etc. shall be construed as acts of God. Delay in getting the required permissions; consents etc. shall entitle the Vendor/Promoter to proportionately postpone the execution and registration of the conveyance.

25. Non-liability after handing over of the Flat/Apartment:- The Vendor/Promoter shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the said Flat/Apartment to the Allottee/Purchaser.

26. Payment of Taxes/Charges etc. : -

26.1 So long as each Flat/Apartment in the said Scheme is not being separately assessed for taxes, revenue, non agricultural taxes, Grampanchyat Tax, Municipal Tax, Ground Rent, and water rates etc. by the Grampanchayat, NMRDA, Nagpur Improvement Trust, Nagpur Municipal Corporation and any other authorities, the Allottee/Purchaser shall pay proportionate share of the same. The Allottee/Purchaser further agrees to pay water taxes/Electric Charges and other taxes/levies/outgoings etc. assessed on the whole property/ Scheme PROVIDED, HOWEVER, that if any special taxes and/or rates are demanded by authorities by reason of any permitted use, the Allottee/Purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the Flat/Apartment, the Allottee/Purchaser and other purchasers shall observe and perform all the Rules and Regulations of the Grampanchayat, NMRDA, Nagpur Improvement Trust, Nagpur Municipal Corporations and other statutory bodies and shall indemnify and keep indemnified the Vendor/Promoter against any loss or damage. The liability of the Allottee/purchaser to pay the taxes, levies and other like liability etc shall commence from the date of this agreement.

26.2 That, the Allottee/purchaser shall also pay Taxes which is due or may be levied by the Government of Maharashtra or the Union Government or any other authority/authorities as per the time schedule decided by the Government Authorities on the Agreement Value/Market Value of the Flat/Apartment.

27. Name of the scheme etc:- The name of the scheme shall be exclusive prerogative the Vendor/Promoter.

28. Payments of cost etc.:- All costs, charges, and expenses in connection with preparing, embossing, e-stamp, franking, stamping and registering all the agreements, conveyance or any other documents required to be executed by the Vendor/Promoter and/or the Allottee/Purchaser as well as the entire professional costs of the Advocates of the Vendor/Promoter in preparing and approving all such documents shall be borne and paid proportionately by all the Allottees/purchasers / holders of the said Flat/Apartment in the said plot. The Purchaser alone shall also proportionately pay all stamps, registration and other out-of-pocket expenses. The proportionate share of such costs, charges and expenses payable by the

Allottee/Purchaser shall be paid by him immediately on demand. The Vendor/Promoter shall not contribute anything towards such expenses.

29. Open space, parking and other areas :-

29.1 That the Vendor/Promoter shall have right to affix the display board for advertisement on the terrace and elevated portion of the building. The Allottee/purchaser shall not obstruct to the Vendor/Promoter for the same.

29.2 The rights of affixing the advertisement boards, Neon Sign boards, or allowing to put such boards on terrace floor, on external walls etc. shall always vests with the Vendor/Promoter. However, the Vendor/Promoter will share the common electricity charges, required for the aforesaid purpose or shall affix separate electric meter for the same or otherwise Vendor/Promoter may obtain separate electric meter for the same.

29.3 The Vendor/Promoter have right to provide and allow any person/agency for installation of dish antenna, Mobile Phone Tower, substations etc. at terrace of the Building.

29.4 The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Apartment. The Vendor/Promoter shall be entitled to utilize any increased or unconsumed FSI on the plot of land. All open spaces, parking etc., subject to rights of the Vendor/Promoter on the FSI. It is specifically agreed between the parties that the Vendor/Promoter shall utilize the available unconsumed permissible F.S.I. which is now available or that may be available in future and the Allottee/Purchaser shall not obstruct the Vendor/Promoter from utilizing and consuming the said F.S.I. in respect of the said plot of land. In other words, all the rights, title and interest over such unconsumed FSI and future FSI shall remain with the Vendor/Promoter. The Allottee/purchaser shall not create any let or hindrance in the process of consumption of unconsumed FSI &/or future FSI which may be available to the Vendor/Promoter on account of change of building regulations. That in case of utilization of additional FSI by the Vendor/Promoter, the undivided share and interest of each Flat/Apartment Owner in the plot of land will be changed/revised accordingly and the Allottee/Purchaser will not object for the same and the Allottee/Purchaser is having consent for the same.

29.5 That, the entire open space of land, parking, terrace, stair case, lobby, passage, meter room, switch room, sump, motor pump, over head tank, Compound Wall, Entry Gate, outer elevation of building, all fitting and fixtures thereon shall always be common properties for the use and beneficial enjoyment of all owners/occupants in the said building and it is hereby clearly understood by the Allottee/purchaser that he/she will not be entitled to exclusive use of any part or portion thereof.

30. Priority and Primacy of dues of the Vendor/Promoter:- The Vendor/Promoter shall, in respect of any amount payable by the Allottee/Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said Flat/Apartment agreed to the acquired by the Allottee/Purchaser.

31. That the Allottee/Purchaser is fully aware that the said entire property is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering Deed of Declaration. The Allottee/Purchaser declares that he/she has received the copy of Deed of Declaration and this Agreement and further he/she has read and understood the contents of the same and after agreeing upon them has agreed to purchase the said flat/Apartment and signed this Agreement. The Allottee/Purchaser specifically agreed that he/she will always abide by the provisions contained in the said Deed of Declaration and by-laws appended thereto and this Agreement.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER OR SUBSEQUENT ALLOTTEES/PURCHASERS:-

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 Purchasers/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

33. The Allottee/purchaser and/or Vendor/Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Authorized Signatory will attend such office and admit execution thereof.

34. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/purchaser.

35. 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 _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulation, Thereunder.

36. GOVERNING LAW

That 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 Nagpur courts will have the jurisdiction for this Agreement.

SCHEDULE "A"

ALL THAT piece and parcel of property reserved for CONVINIENT SHOP, admeasuring plotable area **721.17 Sq. Mtrs.,** situated in the NIT sanctioned Non-Agriculture Land bearing Khasra No.77/1, admeasuring 4.14 H.R., Revenue Rs.825/- Mouza – Surabardi, P.H No.5 A, Tahsil – Nagpur Gramin, and District – Nagpur and the same is bounded as under:

ON THE EAST	-	ROAD
ON THE WEST	-	ROAD
ON THE NORTH	-	ROAD
ON THE SOUTH	-	PLOT NO 7 AND 8

SCHEDULE "B"

DESCRIPTION OF FLAT/APARTMENT CHOSEN BY THE PURCHASERS/ALLOTEES

ALL THAT R.C.C. structure consisting of a residential unit having **Flat/Apartment No._____,** situated on the _____ **FLOOR**, having **Built up Area _____ Sq. Mtr.,** together with undivided proportionate share in land ____ in the CONVINIENT SHOP, admeasuring plotable area **721.17 Sq. Mtrs.,** in the scheme by name **"SHIV HEIGHTS",** being constructed on CONVINIENT SHOP, admeasuring plotable area **721.17 Sq. Mtrs.,** situated in the NIT sanctioned Non-Agriculture Land bearing Khasra No.77/1, admeasuring 4.14 H.R., Revenue Rs.825/- Mouza – Surabardi, P.H No.5 A, Tahsil – Nagpur Gramin, and District – Nagpur. The said Flat/Apartment is bounded as under:

Boundary of Flat/Apartment No._____

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF AGREEMENT FOR SALE ON THE DAY, DATE, MONTH AND THE YEAR FIRST ABOVE MENTIONED IN PRESENCE OF THE ATTESTING WITNESSES AS FOLLOWS:

DRAFTED BY :- ADV AKASH RAUT

WITNESSES:-

1)_____

2)_____

UNIVERSAL SALES CORPORATION
acting through its Partners :-

_____
1) MISS. PRIYA BHARAT IKHANKAR

_____
2) MRS. VRUSHALI W/O. MAHESH CHARDE
(PROMOTER/VENDOR)

_____
(ALLOTTEE/PURCHASER)