NANIK'S – 'ASHTAVINAYAK

LUXURIA

AGREEMENT OF SALE OF APARTMENT

Valued at Rs. _____ Lakhs.
For the purpose of valuation and Stamp Duty valued at Rs. _____ Lakhs and the requisite Stamp Duty of Rs. _____ and registration charges of Rs. _____ paid alongwith.

THIS AGREEMENT OF SALE OF APARTMENT made and executed at Nagpur on this TH day of Oct. 2020

M/s. S.N. Infrastructure, Acting through authorized Signatory _____ Aged about _____Years, Occupation : Business, Resident of _____ – 440026, PAN No. _____, Aadhar No. _____, Phn No. _____
HEREINAFTER REFERRED TO AND CALLED AS THE PURCHASER which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as, ____ heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

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Hereinafter referred to and called the "VENDOR" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "VENDOR" , its administrators, successors, as well as her heirs, leagal representatives, assigns etc. of the FIRSTPART.

AND

Mr. _____, Aged about ___ Years, Occupation : Business, Resident of _____
HEREINAFTER REFERRED TO AND CALLED AS THE PURCHASER which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as, ____ heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

Hereinafter jointly and severally referred to and called as the "PURCHASER(s)" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said "PURCHASER(s)" , its administrators, successors, as well as his/her/their legal heirs, legal representatives, assigns etc. of the SECOND PART.

WHEREAS ALL THOSE Pieces and Parcels of the Land bearing Khasra Nos. 72 and 73 of Mouza – JARIPATKA, bearing City Survey No. 2066/1 and Sheet No. 39 of Mouza JARIPATKA, situated at Chitnavis Nagar, Chhindwara Road, Nagpur, within the limits of the Nagpur Municipal Corporation, Ward No. 60, in Tahsil and District - NAGPUR, originally belonged to the H.U.F. of S.K. Chitnavis Estate of which Mr. Shankarrao S/o Krishnarao Chitnavis was the Karta and Smt. Padmavati Wd/o Krishnarao Chitnavis and Smt. Jaimati W/o Shankarrao Chitnavis were the co-parceners. The layout of the said land was duly sanctioned by the Commissioner, Nagpur Municipal Corporation vide his Order Dated 30-8-1969 passed in Case No. 204/EPR/60 Dated 8-8-1969 and Revised Layout Plan No. 291/EPR/35 Dated 6-12-1975; AND

WHEREAS the said (i) Mr. Shankarrao S/o Krishnarao Chitnavis (ii) Smt. Padmavati Wd/o Krishnarao Chitnavis and (iii) Mrs Jaimati W/o. Shankarrao Chitnavis lateron executed a Memo of Family Arrangement amongst themselves on 11-5-1970 and thereby the entire properties owned by the said HUF including the aforesaid property situate at Jaripatka, Nagpur were Partitioned amongst them. The said Memo of Family Arrangement Dated 11-5-1970 is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 3452 on even date; AND

WHEREAS the said Late Shri Shankarrao S/o Krishnarao Chitnavis later-on prepared a layout of the Land admeasuring 16874.15 Square Meters. bearing two storied old structure standing thereon out of the said Khasara Nos. 72 and 73 of Mouza - JARIPATKA by carving various Plots, of different sizes therein. The said layout known and styled as **"CHITNAVIS NAGAR"** Chhindwara Road, Nagpur is duly sanctioned and approved by the Deputy Municipal Commissioner, Nagpur Municipal Corporation, Nagpur under the Agreement Dated 5-4-1976 made and executed between the Nagpur Municipal Corporation and Late Shankarrao S/o Krishnarao Chitnavis; AND

WHEREAS Late Shri Shankarrao S/o Krishnarao Chitnavis having held and owned quite extensive properties within the limits of the Nagpur Urban Agglomeration and the Urban Land (Ceiling and Regulation). Act, 1976 which came into force w.e.f. 17-2-1976 had filed a Statement/Return Under Section 6(i) of the said Act, before the Deputy Collector and Competent Authority, U.L.C., Nagpur, which was Registered as ULC Case No. ULC/322/1976 and on completion of his enquiry in respect of the aforesaid Case the Competent Authority vide his Order Dated 19-12-1990 declared 53943.58 Square Meters of land out of the said total extent as a Surplus Vacant Land within the meaning of the said Act and the remaining 35278.42 Square Meters. of the land was declared as a Retainable / Non-Vacant Land; AND

WHEREAS the said Late Shri Shankarrao S/o. Krishnarao Chitnavis later on applied for exemption to the aforesaid surplus vacant land containing by admeasurement 53943.58 Square Meters Under .Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and Tenements in accordance with the Special Dispensation issued by the government Resolution, Housing and Special Assistance No. CSC/ULC/109115(3977)/D-XIll Dated 15-1-1992; AND

WHEREAS considering the Application of Late Shri Shankarrao S/o Krishnarao Chitnavis the Government of Maharashtra, Housing and Special Assistance Department in exercise of the powers conferred by sub-section (i) of Section 20 of the said Act vide his/its Order Dated 06-06-1986 passed in Case No. HWS/1085/(182)/D/XV exempted the aforesaid surplus land containing by admeasurement 53943.58 Square Meters from the provisions of the said Act subject to certain terms and conditions contained therein; AND

WHEREAS the layout of the aforesaid exempted the land containing by admeasurement 53943.58 Square Meters is duly sanctioned and approved by The Assistant Engineer, Corporation of The City of Nagpur vide his. Permit No. 382/EPR/60 Dated 14-11-1986 in the terms of Agreement Dated 17-11-1986 executed between the Commissioner of Nagpur Municipal Corporation, Nagpur and Late Shri Shankarrao S/o Krishnarao Chitnavis,

WHEREAS Late Shri Shankarrao S/o Krishnarao Chitnavis was named as a Karta of the Family and for the welfare of the family, he later on developed 3850.15 Square Meters of land out of the Retainable/Non-Vacant Land into a Residential Estate by constructing various Row Houses and Multistoried Buildings thereon through M/s. Swami Samarth Krupa Infrastructure Private Limited in terms of the Agreement of Development and Sale Dated 22-12-2006, which is duly Registered in the Office of the Sub-Registrar, Nagpur -4 in Book No. 1 at Sr. No. 6228 on even date; AND

WHEREAS Late Shri Shankarrao S/o Krishnarao Chitnavis, prepared a layout of the land presently held, owned and possessed by him containing by total admeasurement 14979.340 Square Meters by carving out 6 separate and independent Plots therein. The Sub-Division of the said land is duly sanctioned and approved by Assistant Director, Town Planning, Nagpur Municipal Corporation, Deputy Engineer, Town Planning Department, Nagpur Municipal Corporation and Junior Engineer, Town Planning Department, Nagpur Municipal Corporation vide Letter No. NMC/TP/20 Dated 7-1-2015;

WHEREAS Late Shri Shankarrao S/o Krishnarao Chitnavis was named as a Karta of the Family and for the welfare of the family, has entered into an Agreement/MOU for Sale of the lands vest with him during his life time, however the same could not be culminated into a Sale Deed during his life time.

AND WHEREAS Late Shri Shankarrao S/o Krishnarao Chitnavis died intestate on 12.2.2019 leaving behind SMT. NAYANTARA W/o SHASHANK PRADHAN (Maiden Name MISS. NAYANTARA D/o SHANKARRAO CHITNAVIS), SMT. TARINI W/o MANOJ SATPUTE (Maiden Name MISS. TARINI D/o SHANKARRAO CHITNAVIS, SMT. CHANDRAPRABHA W/o DINESH KHANDEKAR (Maiden Name MISS. CHANDRAPRABHA D/o SHANKARRAO CHITNAVIS), Ms. GAURI D/o SHANKARRAO CHITNAVIS, Ms. RUPA D/o SHANKARRAO CHITNAVIS, SMT. GAYATRI W/o. VIKRAM INAMDAR (Maiden Name MISS. GAYATRI D/o SHANKARRAO CHTNAVIS as the only legal heirs of the deceased, who have legally inherited the property in question being the only daughters of Late Shri Shankarrao S/o Krishnarao Chitnavis.

AND WHEREAS the SMT. NAYANTARA W/o SHASHANK PRADHAN (Maiden Name MISS. NAYANTARA D/o SHANKARRAO CHITNAVIS), SMT. TARINI W/o MANOJ SATPUTE (Maiden Name MISS. TARINI D/o SHANKARRAO CHITNAVIS, SMT. CHANDRAPRABHA W/o DINESH KHANDEKAR (Maiden Name MISS. CHANDRAPRABHA D/o SHANKARRAO CHITNAVIS), Ms. GAURI D/o SHANKARRAO CHITNAVIS, Ms. RUPA D/o SHANKARRAO CHITNAVIS, SMT. GAYATRI W/o. VIKRAM INAMDAR (Maiden Name MISS. GAYATRI D/o SHANKARRAO CHTNAVIS, hereto are the absolute owners in possession of Plot No. l admeasuring about PLOT NO 1 admeasuring about 1797.969 Square Meters i.e. (19353.34 Square Feet), and adjoining amalgamated portion of Plot No. 2 admeasuring about 347.70 sq.mtrs. thus admeasuring about 2145.67 sq.mtrs. both being a part of Khasra No. 72 & 73, Sheet No- 39, City Survey No-2066/1 situated at Chitnavis Nagar Ward No. 60, of Mouza: Jaripatka, Tahsil and District Nagpur which is amalgamated vide Order No._____ dated _____ by the Competent Authority.

AND WHEREAS, after fulfilling the respective commitments the original owners executed the Sale Deed of the aforesaid property more particularly described in Schedule I in favour of M/s. S.N. Infrastructure, Acting through its designated a Aged about 56 Years, Occupation : Business, Resident of 47, Sindhu Nagar Society, Jaripatka, Nagpur – 440014, PAN No. _____, Aadhar No. _____, Phn No_____

AND WHEREAS, the Vendor hereto is a Builder and has continued and commenced the construction of the Flat Scheme entirely at it's own cost as sanctioned by the approached the Nagpur Improvement Trust, Nagpur for Building Plan which is accorded by the Nagpur Improvement Trust vide Building Permit No._____/case No. _____/Tracking No._____ dated _____ which is revised in continuation to the Building Permit No. _____Case No. _____/Tracing No. _____ dated _____.

AND WHEREAS, THE VENDOR has accordingly started the construction work of Multi-Storied building as per Building Plan duly sanctioned as aforesaid AND the said Multi-storied building is popularly known as 'NANIK'S ASHTAVINAYAK LUXURIA, and has completed the said building in all respects which is ready for occupation.

AND WHEREAS, the Vendor has registered the project under the provisions of the Act with Maharashtra Real Estate Regulatory Authority at Mumbai under registration number _____**.**

AND WHEREAS, the Vendor has started the construction of proposed multi-storied building consisting of self contained Flats for the purpose of transferring the same along with rights relating to undivided share in the said piece of land in favour of any person or persons and further to negotiate and receive the consideration amount from prospective buyers, for her benefits and profits exclusively.

AND WHEREAS, the Vendor has submitted the said scheme to \the provisions of Maharashtra Ownership of Apartments Act, 1970 by executing a Deed of Declaration dated _____ which is duly registered with the Office of the Sub-REgistar-3 at Sr. No. _____ and building is submitted to the provisions of said Act on the conditions contained therein subject to modifications which are reserved hereinafter if so required.

AND WHEREAS, the PURCHASER(S) being desirous to own a Flat/Apartment in the said Multi-Storied building, approached the VENDOR and after due inspection and verification, has choose to purchase **The Flat No.** _____ is a South facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, Three Bed Room along with One Master Bed Room with attached W.C and bath, Kitchen, Common W.C./Bath, along with covered balcony _____ sq.mts, open balcony 7.896 sq.mts, an exclusive double height terrace of _____ sq.mts and and an area of _____ sq. mtr as Entrance Lobby area and an area of _____ sq.mtrs as inclusive of stair case, lift, Lobby /passage, etc. alongwith other common areas provided and parking, exclusive rights to use adjoining common areas and carpet area is around _____ sq.mt, and other usable area attached to the apartment is around _____ sq.mt, and total usable area in the apartment is around _____ sq.mtrs on the third floor of the building together with undivided proportionate share of _____ % in land bounded more particularly mentioned in Schedule II.

AND WHEREAS, the parties hereto had due deliberations and discussions, and consequences thereof the VENDOR also accepted the proposal of the PURCHASER(S) and agreed to allot and sale said Flat/Apartment to the PURCHASER(S) after completion of building as desired by PURCHASER(S), on the terms and conditions so settled and agreed in writing as under.

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

1. The Vendor hereby agree to sell and the Purchaser(s) agrees to **The Flat No.** _____ is a South facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, Three Bed Room along with One Master Bed Room with attached W.C and bath, Kitchen, Common W.C./Bath, along with covered balcony _____ sq.mts, open balcony 7.896 sq.mts, an exclusive double height terrace of _____ sq.mts and and an area of _____ sq. mtr as Entrance Lobby area and an area of _____ sq.mtrs as inclusive of stair case, lift, Lobby /passage, etc. alongwith other common areas provided and parking, exclusive rights to use adjoining common areas and carpet area is around _____ sq.mt, and other usable area attached to the apartment is around _____ sq.mt, and total usable area in the apartment is around _____ sq.mtrs on the third floor of the building together with undivided proportionate share of _____ % in land i.e. ALL THAT Piece and Parcel of land bearing Plot No. l admeasuring about PLOT NO 1 admeasuring about 1797.969 Square Meters i.e. (19353.34 Square Feet), and adjoining amalgamated portion of Plot No. 2 admeasuring about 347.70 sq.mtrs. thus admeasuring about 2145.67 sq.mtrs. both being a part of Khasra No. 72 & 73, Sheet No- 39, City Survey No-2066/1 situated at Chitnavis Nagar Ward No. 60, of Mouza: Jaripatka, Tahsil and District Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 60 in Tahsil and District – NAGPUR.) and Nagpur Improvement Trust known and styled as 'NANIK'S ASHTAVINAYAK LUXURIA and more particularly described in the schedules, hereunder written for a Total consideration of Rs. _____.00 (Rupees _____--- only)payable in the following manner.

MANNER OF PAYMENT

_____.00 Paid vide Cheque No. dated
_____.00 Paid vide Cheque No. dated
_____.00 Payable within ___ days at the time of execution of the sale
Deed and handing over the possession

Rs. _____.00
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2. The Purchaser(s) has satisfied himself with the fair price of the said apartment and has agreed to pay the consideration hereinbelow without any demur and raising any dispute over the same. The above-said agreed total consideration includes the cost of undivided share and interest in the land and the cost of construction of the said Apartment in the said

building which is complete and the purchaser(s) has satisfied himself with the quality and construction.

3. The Purchaser(s) have paid the aforesaid amount as earnest money and agrees to provide and pay the remaining consideration to the Vendor as may be mutually agreed, or as aforesaid. The above said cost is exclusive of electric meter and allied charges, water meter charges, sale tax, work contract tax, turnover tax and/or any other Tax that may be leviable at the time of handing over possession. The Vendor shall issue the Receipts for the Payments so made by the Purchaser(s), which shall only be deemed to be the acknowledgement of the payment received by the Vendor in consonance with this agreement. Any demand in making three consecutive installments shall render this agreement null and void and cancelled.

That the Purchaser shall pay the aforesaid amount as stipulated hereinabove strictly on the stages as mentioned above. It is specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)'s failure to pay any of the above installments on due dates. It is specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to sell the said Apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchase and in such event the Vendor shall forfeit the amount so received by it and at it's discretion may return the amount within 3 (three) months of the cancellation after deducting therefore a fixed sum of Rs. 30,000/- (Rupees thirty thousand only) by way of liquidated damages without any interest. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the entire consideration at the time of possession irrespective of the fact that the execution of the Sale Deed.

5. The Possession of the property agreed to be delivered at the time of execution of sale-deed and/or after receipt of full agreed consideration .

6. THAT, THE PURCHASER(S) has/have verified and inspected all the relevant documents as to right, title and authority of the VENDOR

and also the specifications, design plan etc. respecting the said property. He/She/They also has/have personally seen the said property and it has been measured in his/her/their presence. The PURCHASER(S) is/are fully satisfied with the right, title and authority of VENDOR as well as the condition, type and user and specifications of the said property and after being so satisfied, the PURCHASER(S) has agreed to purchase it. A copy of all documents including the specifications, design, plan etc. is furnished and handed over to the PURCHASER(S) and he/she acknowledges the same. Hereinafter, it shall not be open for the PURCHASER(S) to question the rights, title and/or authority of the VENDOR before any forum or to make any claim in respect thereof, nor shall PURCHASER(S) make any claim, complaint or objection as to the user, situation, construction work of the said property or respecting to any facilities or amenities thereof. The PURCHASER(S) shall not be entitled to make any structural whether interior or external improvements, alterations, modifications or changes of any kind whatsoever, however, at the cost and risk of PURCHASER(S), the VENDOR/ VENDOR may permissible improvement, alterations etc. other than the specifications as the PURCHASER(S) may desire. The PURCHASER(S) understand, agree and confirm that Apartment/Flat/Flats/Apartments/Shops is as per his/her/their wishes and desires to the full satisfaction of PURCHASER(S) in all respects. That the Areas as specified in the Schedule of Property are as per the measurements arrived at, and as may be amended and the area stated is tentative.

7. THAT, the PURCHASER(S) agree to become member(s) of an association of persons which will be formed by the Flats/Apartments/Shops owners of the said entire building and rules, regulations, bye-laws etc. of such an association, as to use and enjoyment of the Apartment/Flat and common facilities and other purposes shall be binding to the PURCHASER(S), more particularly as described in the Bye-Laws appended to the Deed of Declaration. That the Ground Floor flats are given exclusive right to enjoy the rear, front and side margin, which is enclosed by the wall, which is within the knowledge of the Purchaser(s) and the same shall be exclusively used by the respective flat owners without any let or hindrance from the other occupiers including the Purchaser(s)

8. THAT, the PURCHASER(S) shall always pay regularly share of common expenses such as tax, cess, ground rent and other outgoing etc. whatsoever as may be assessed on their share in the said land and the R.C.C. superstructure hereby agreed to be allotted and sold. However, until the separation of such charges or taxes or other expenses, the PURCHASER(S) shall be liable to bear and pay such all kinds of charges and expenses including taxes etc. proportionately to the VENDOR as may be so assessed, determined and demanded by the VENDOR.

9) THAT, THE PURCHASER(S) shall individually pay the Corporation Taxes and Cess etc. as may be levied by the Concerned Public

Authorities upon the said Apartment/Flat and shall also pay the electricity and water charges regularly as per departmental bills.

10) THAT, the cost of repairs of common services like electric, drainage and rain water pipes and all other common appliances etc. shall be borne and paid by the PURCHASER(S) jointly with the other owners/occupants in the proportionate shares.

11) THAT, it is understood and agreed by the PURCHASER(S) that the expenses for general maintenance of the building and common portions including periodical paintings, white washings or colour washings, repairs, watchman, sweeper etc. shall be the common responsibility of all the owners/occupants including the PURCHASER(S) in the said building and expenses incurred thereon shall be borne and paid by the PURCHASER(S) proportionately. Similarly the underground water storage and repairs of common appliances or facilities, equipment's etc. shall be made at the proportionate expenses of all the owners/occupants in the said Building including the PURCHASER(S).

12) THAT, it is also further understood and agreed by the PURCHASER(S) that all charges incurred on the consumption of electricity over the common facilities in the common areas and amenities provided in the said Building, shall be borne and paid proportionately by all the owners/occupants including the PURCHASER(S).

13) THAT, THE PURCHASER(S) shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said Building and further shall not do any act which will impair or damage the said building or complex as a whole or part in any manner whatsoever. The PURCHASER(S) shall not be entitled to keep any animal/pet in the said Apartment/Flat/ Shops.

14) THAT, THE PURCHASER(S) shall always keep the said Flats/Apartments/ in as good repairs and habitable conditions and shall always use the same for valid and authorized purpose only.

15) THAT, the leakage of bathroom or W.C. if any, providing in the said Apartment/Flat, which may cause nuisance to the other owners/occupants, shall be repaired by the PURCHASER(S) at his/her/their own cost at earliest.

16) THAT, THE PURCHASER(S) shall not throw any garbage, dirt or water on the open space, nor shall use the balconies, if any, for washing and/or urinating to the annoyance of the other owners/occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the Apartment/Flat, without any reservation. He/She/They shall abstain from doing any act or thing which may cause inconvenience or nuisance to other owners/occupants in the said Building. The PURCHASER(S) shall not use the said Apartment/Flat for the

purpose of business of liquor, flesh or any other business as may be objectionable by others owners/occupants of the building including the VENDOR. The PURCHASER(S) shall not occupy the said Apartment/Flat without obtaining possession letter from the VENDOR and in case of the PURCHASER(S) occupying the said Apartment/Flat without such possession letter, the possession and occupation of PURCHASER(S) will be illegal and unauthorised.

17) THAT, the Building is complete in all respects and the Purchaser(s) has satisfied himself with the construction, quality, specifications whatsoever. The Vendor shall be further at liberty to display any type of hoarding, board, neon, glow sign etc. on any exterior part of the building and the Purchaser(s) shall neither object or obstruct its visibility or erection thereof in any way. THAT, the Vendor/Vendor reserve/reserves his/its rights on the Terrace of the building. He/it shall have every rights of erect any additional construction on the available open space or on the top or terrace of the building until available Floor Space Index or density is not consumed in accordance with the sanctioned plan without any interruption or disturbance from or by the Purchaser hereinafter and in that event the undivided share may be reduced. It is clearly understood by the Purchaser that the Vendor is fully entitled to consume, utilize and deal with the entire F.S.I. as may be available or that may hereafter become available at any future date, in relation to the total extent of the said plot of land due to increase in F.S.I. or on account of purchase of Transferable Development Rights (TDR) and that the right, title, or interest of the Purchaser is restricted or limited only to the extent of the Built-up space covered by the Apartment chosen by her/him. For further clarification it is specifically understood and agreed by the Purchaser that the percentage and proportion of the undivided share in the said plot of land agreed, to be purchased by her/him shall be subject to the proportionate reduction in case some additional floors/apartments are constructed thereon and under such circumstances the prospective buyers of such Apartments shall have all interest and rights in the common areas and facilities provided in the said scheme including the right to use the staircase etc. Further, in case at any time during the construction of the Scheme or at any time in future after completion of Construction, the authorities permit transfer of TDR/FSI, then the Vendor/Vendor shall be at liberty to transfer the same in line with the rules framed by the concerned authorities and the Purchaser shall have no objection to the same.

18) That, the property in question shall be taken to be correctly described in the Schedule hereunder written and if any misstatement, error or omission shall be discovered, the same shall not annual this Sale, nor shall any compensation be allowed in respect thereof, but all the same such error or omission will always be subject to correction by the parties hereto.

19. The Vendor hereto has incorporated such terms and condition or covenants in the Deed of Declaration necessary and essential for the easementary rights of the respective apartment and

Flats/Apartments/Shops in the said building which shall be binding on the Purchaser(s). The Areas, dimensions of the Flat and the proportionate areas are subject to change as per the revised map if any submitted by the Vendor which shall not be objected by the Purchaser as the areas, dimensions etc. are inspected by the Purchaser, as the construction of the structure is complete in all respects.

20. The Purchaser(s) agrees to bear the sales tax, GST if any turnover tax, PF, Tax on work-contracts and/or any other tax as may be levied by the Govt. over the construction cost of her/his building under Transfer of Property and works contract Act,1985.

21. The possession of the Vendor over the said plot of land shall remain unimpeached even after the entire building is handed over in all respects and the Apartments therein shall be made available to the respective owners for their occupation as per the terms contained in the Deed of Declaration or as may be modified hereinafter.

22. That it is understood by the Purchaser(s) that the construction is heterogeneous in nature comprising of R.C.C. and brickwork and as per specifications appended hereto. It is understood by the Purchaser(s) that the short coming inherent to the heterogeneous nature of construction like those due to unequal construction and expansion or unequal settlement of footings, minor leakages etc. are likely to occur and the same shall not be treated as defects. The Purchaser(s) shall further not raise any complaint over the minor cracks visible if any or any leakages on the top floors, side of the walls in the Building due to expansion and contraction in the structure due to atmospheric changes. It is further understood that the building is complete in all respects and there are no warranties or guarantees attached thereto and all the repairs and maintenance shall be carried out by the Purchaser(s) on it's own hereinafter and the common repairs as per the decision taken by the Committee to be formed as per the DOD.

23. That in case of any dispute being raised by the Purchaser(s) as to the area, workmanship or any other issue, and a letter to that effect shall construe itself to be a dispute raised and in such circumstances, the matter/dispute shall be referred to the Arbitration of M/s. A. Kumar and Associates, Advocates, 201, Laxmi Apartments, Civil Lines, Nagpur, which shall be final and binding on all the parties. The Arbitrator will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (C) To settle the complaints regarding construction etc. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings. The original of this agreement shall remain with the Purchaser(s) and the photocopy thereof will be kept by the Vendor.

24. The Purchaser(s) agrees to bear the expenses on account of the preparation of this Agreement, sale deed, and Deed of Apartment and any other document with respect to the stamp duty, registration fees and other charges.

25. It is further agreed by and between the Parties hereto that there shall be a water supply either from Bore wells or may take the water meter connections in their names individually from the corporation at their costs as the case may be.

26 . That , the Vendor has formulated the Code of Conduct for using the Flats//Commercial Premises to facilitate maintenances and upkeep in future and to avoid any dispute in future amongst the prospective purchasers, which is supplied and read by the Purchaser and the same shall be binding on the prospective purchasers, which is more particularly described in the Deed of Declaration, which is read and understood by the Purchasers and the contents thereof shall be binding on the Purchasers and the Purchaser(s) shall be entitled to only the rights conferred by the Deed of Declaration and not otherwise.

27 That the Vendor at the behest of the Purchaser(s) has specified the areas of the Built Up Area, Common Areas etc. and the Sale Deed /Agreement intended is only in respect of the Built-up Area as specified in the document as aforesaid and this shall not give a ground to the Purchaser to dispute the areas enumerated herein and the Purchaser has personally verified the sanctioned Map and is satisfied with the dimensions, areas of the flat whatsoever which is ready and complete in all respects. .

28. The PROPERTY is already brought to the plan of the Maharashtra Apartment Ownership Act 1970 by the executing and registering a deed of declaration in form A under section 2 of the said Act and the said document is already registered as stated hereinabove and as such the Purchaser(s) claims the exemption in the stamp duty as per the Maharashtra Govt. ordinance No. II, published in Govt. Gazette dated 7.2.90 subject to revision if any. The areas are specifically provided in the DOD for the beneficial use of the property however the price is fixed as per the carpet areas which are personally verified by the purchaser as per ready sample flat and the purchaser shall not dispute the same in future in any manner whatsoever. In the event their exists any dispute whatsoever due to minor alterations while working on the site, the purchaser shall pay additional amount in the event the area is increased and/or shall pay less amount in the event the area is reduced however this various shall not be + 10%_ and the amount shall be calculated to the proportionate carpet area available. The Purchaser (s) has read the DOD and all the terms contained therein shall form part and parcel of this agreement and shall be binding on the Purchaser(s) and consent for the changes in the DOD at a future date.

29. That for all matters not covered by this agreement, the provisions of Transfer of Property Act, shall be applicable. The Purchasers hereto have consented to all the changes in the flat to be made hereinafter in terms of Section 7 of the Maharashtra Apartment Ownership Act, 1963

30. That all the disputes arising out of this Agreement shall be settled in the Civil Court having jurisdiction at Nagpur.

SCHEDULE-I

(Description of Total property)

ALL THAT Piece and Parcel of the Land bearing Plot No. l admeasuring about PLOT NO 1 admeasuring about 1797.969 Square Meters i.e. (19353.34 Square Feet), and adjoining amalgamated portion of Plot No. 2 admeasuring about 347.70 sq.mtrs. thus admeasuring about 2145.67 sq.mtrs. both being a part of Khasra No. 72 & 73, Sheet No- 39, City Survey No-2066/1 situated at Chitnavis Nagar Ward No. 60, of Mouza: Jaripatka, Tahsil and District Nagpur bearing two storied old structure more than 80 years old; standing thereon out of the sanctioned layout known and styled as “CHITNAVIS NAGAR” being a portion of the entire land bearing Khasara Nos. 72 and 73 of Mouza JARIPATKA, bearing Corporation House No. 597, City Survey No. 2066/1 and Sheet No. 39 of Mouza - JARIPATKA, situate at Chitnavis Nagar, Jaripatka, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 60 in Tahsil and District - NAGPUR and bounded as under

ON THE EAST	**-**	**PLOT NO. 4**
ON THE WEST	**-**	**FLAT SCHEME SWAMI SADAN**
ON THE NORTH	**-**	**Remaining Portion of PLOT NO. 2**
ON THE SOUTH	**-**	**9.00 MTRS. WIDE ROAD**

SCHEDULE -II

(Specifications)

As per the Site which are personally verified and satisfied by the Purchaser(s) as the flat is complete in all respects and is ready for occupation.

SCHEDULE –III

ASHTAVINAYAK LUXURIA)

(Description of Apartment hereby agreed to be sold)

The Flat No. _____ is a _____ facing residential family unit having a built up area of _____ Sq Mtr. comprising of Drawing & Dinning room, Three Bed Room along with One Master Bed Room with attached W.C and bath, Kitchen, Common W.C./Bath, along with covered balcony _____ sq.mts, open balcony _____sq.mts, an exclusive double height terrace of _____ sq.mts and and an area of _____ sq. mtr as Entrance Lobby area and an area of _____

sq.mtrs as inclusive of stair case, lift, Lobby /passage, etc. alongwith other common areas provided and parking, exclusive rights to use adjoining common areas and carpet area is around _____ sq.mt, and other usable area attached to the apartment is around _____ sq.mt, and total usable area in the apartment is around _____ sq.mtrs on the third floor of the building together with undivided proportionate share of _____ % in land bounded as under:-

North :
South :
East :
West :

IN WITNESS WHEREOF, the parties hereto have set and subscribed there respective hands to this Agreement Of Sale of Apartment at Nagpur in the presence of following attesting witnesses having understood all the contents herein in vernacular; signing as such on the day, month and year first above mentioned.

WITNESS :

(_____)
VENDOR

_____

_____
PURCHASER(S)