

OFFICE OF SUB-REGISTRAR – HINGNA.

AGREEMENT TO SALE

MARKET VALUE **RS.** _____/-

(RUPEES _____ ONLY)

SALE PRICE FOR **RS.** _____/-

(RUPEES _____ ONLY)

THE AGREEMENT OF SALE AND BUILDING CONSTRUCTION is
made on this day of _____ of _____ Month _____.

BETWEEN

M/S KRISHNA INFRASTRUCTURE (PAN: AAUFK9799A), (Rera Registration No.P50500032545), a Partnership Firm, having its Registered Office at Block No.05, Ground Floor, Rohera Arcade, Ajni Square, Wardha Road, Nagpur-440015 in Tah. & Dist. NAGPUR through its Partners **(1) SHRI SANJAY S/O VISHWANATH BELE**, Aged 50 Years, Occupation Business, **PAN: AGNPB2853M, (AADHAR CARD NO.5415 7996 5214)**, R/o. Flat No.401, Krishna Residency, Shyam Nagar, Near Reliance Fresh, Somalwada, Nagpur-440015 in Tah. and Dist. NAGPUR & **(2) SHRI MADHUKAR S/O HIRAMAN DAKHALE**, Aged 46 Years, Occupation Business, **PAN: DMVPD2077L, (AADHAR CARD NO.7096 3127 9608)**, R/o. House No.34, Ward No.2, Near Datta Mandir, Wanadongari, Nagpur-441110 in Tah Hingna & Dist NAGPUR through Power of Attorney Holder **SHRI SANJAY S/O VISHWANATH BELE**, hereinafter called the "**OWNER / DEVELOPER**" which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said "**OWNER / DEVELOPER FIRM**" as well as its Partners, their heirs, legal representatives, administrators, successors and assigns of the **FIRST PART**.

AND

(1) _____, Aged about: _____ years, Occupation:- _____, PAN NO. _____. AADHAR NO. _____, **R/o** _____.

Hereinafter known and referred to as the "**PURCHASER**" which term shall unless repugnant to the context or meaning thereof always mean and include the said firm, his legal heirs, representatives, executors, members, successor and assigns of the **SECOND PART**.

WHEREAS originally All That piece and parcel of Agricultural Land bearing Kh. No.157 having an area of 0.67 Hectares of Mouza – Wanadongri, PH. No.46, Rental Rs. 2.50, Occupant Class Bhumiswami in Tah. Hingna & Dist. NAGPUR was owned by Shri Govinda Dakhare, as per Records of Rights.

That during the re-survey, the Old Kh. No.157 of Mouza - Wanadongri has been changed to Kh. No.179 and the area of the same has been determined as 0.60 Hectares, Rental Rs.3.75

That lateron the said land bearing Kh. No.179 alongwith the other lands bearing Kh. No.176, 177, 178, 126 & 193 all of Mouza – Wanadongri of Shri Govinda Dakhare & others were partitioned amongst the members of the Dakhare Family on 22.07.2000 and in terms of that the aforesaid land bearing Kh. No.179 (Old Kh. No.157) admeasuring 0.60 Hectares of Mouza – Wanadongri, Rental Rs. 3.75, thus fall in the share of Shri Shamrao Govinda Dakhare; AND

WHEREAS said Shri Shamrao Dakhare constitute and appoint his nephew Shri Purushottam Hiranman Dakhare as his duly constituted Attorney by General Power of Attorney dated 19.09.2000 and thereby empower him to do act, deeds & things as stated therein and which is duly registered in the office of Sub-Registrar Nagpur in Book No.4 at Sr. No.2986 (P) on even date; AND

WHEREAS said Shri Shamrao Dakhare through his Attorney Shri Purushottam Dakhare lateron sold the said land bearing Kh. No.179 (Old Kh. No.157) admeasuring 0.60 Hectares to Shri Madhukar Hiranman Dakhare, for a valuable consideration of Rs.1,22,500/- by Sale Deed dated 04.11.2000 and which is duly registered in the office of Sub-Registrar No.1 Nagpur in Addl. Book No.1, Vol. No.2779 on pages 36 to 39 at Sr. No.6469 on even date (Adm. Sr. No.6598 dated 04.11.2000); AND

WHEREAS the aforesaid land admeasuring 0.60 Hectares (OR 6000 Sq. Mtrs), bearing Kh. No.179 alongwith other adjacent lands bearing Kh. No.176, 177 & 178 total admeasuring 39800 Sq. Mtrs (OR 3.98 Hectares) are allowed to be converted for Non Agricultural use as per Order dated 03.02.2006 passed by the Collector, Nagpur in Revenue Case No.426/NAP-34/2005-2006 of Mouza – Wanadongri; AND

WHEREAS the said land being the subject matter of the ULC, the same has been exempted from the provisions of the said Act u/s 20 (1) (a) as per Talegaon Dabhade pattern in terms of Order dated 02.08.1997 passed by the Addl. Collector & Competent Authority ULC Nagpur in ULC Case No.ATP/ULC/TD(116)/1143/1997; AND

WHEREAS the layout of the aforesaid entire N.A land bearing Kh. No.179 admeasuring 0.60 Hectares (OR 6000 Sq. Mtrs) have been finally sanctioned by the Chif Officer, Nagar Parishad Wanadongari vide his Letter No. Mouza Wanadongri/GK179/1330 dated 31.05.2018; AND

WHEREAS said Shri Madhukar Dakhare lateron agreed to sale Plot No.1, 2, 3, 4 & 5 total admeasuring 4294.72 Sq. Mtrs out of the said sanctioned layout to M/s Krishna Infrastructure, a Registered Partnership Firm, bearing Certificate of Registration No.NG000005151 dated 31.07.2019 and having its Registered Office at Block No.5, Ground Floor, Rohera Arcade, Ajni Square, Wardha Road, Nagpur, for a valuable consideration of Rs.3,65,06,000/- by Agreement to sell dated 19.11.2020 and which is duly registered in the office of Sub Registrar Hingna in Book No.1 at Sr. No.6348 on even date; AND

WHEREAS said Shri Madhukar Dakhare (Dakhale) lateron executed a Sale Deed dated 20.05.2022 in respect of the said Plot No.1 admeasuring 403.59 Sq. Mtrs, Plot No.2 admeasuring 970.98 Sq. Mtrs, Plot No.3

admeasuring 974.05 Sq. Mtrs, Plot No.4 admeasuring 972.19 Sq. Mtrs & Plot No.5 admeasuring 973.91 Sq. Mtrs total admeasuring 4294.72 Sq. Mtrs, being the portion of entire Non-Agricultural Land bearing Kh. No.179 of Mouza – Wanadongari in favour of M/s Krishna Infrastructure, and the same is duly registered in the office of Sub-Registrar Hingna in Book No.1 at Sr. No. 3009 on 20.05.2022.

That as a result therefore, said Vendor hereinabove thus became the absolute and full owner of the said properties bearing Plot No.1, 2, 3, 4& 5 with heritable and transferable rights therein and the name of the Vendor Firm is duly recorded in all relevant Govt. Records.

WHEREAS said M/s Krishna Infrastructure through its Partners Shri Sanjay Vishwanath Bele & Shri Madhukar Dakhare (Dakhale) lateron constitute & appoint Shri Sanjay Vishwanath Bele, as their duly constituted Attorney by General Power of Attorney dated 20.05.2022 and thereby empower him to enter into an Agreement to sell with an prospective buyer(s) and to receive the earnest money as well as to execute the Sale Deed of the Built up spaces of the Building to be constructed on the said lands bearing Plot No.1, 2, 3, 4 & 5 and to receive the balance sale consideration, etc & to do various acts, deeds & things as stated therein and which is duly registered in the office of Sub-Registrar Hingna in Book No.4 at Sr. No.3010 on 20.05.2022; AND

WHEREAS the Plot under reference i.e. Plot No.5 admeasuring 973.91 Sq. Mtrs out of the aforesaid sanctioned layout is duly released by the Chief Officer of the Nagar Parishad Wanadongri vide his Release Letter No.न.प.वा./न.र.वि. / भु.मुक्त/१९६ (NPW/TPD/RL/996) dated 24.08.2021 in favour of M/s Krishna Infrastructure; AND

WHEREAS the Vendor Firm M/s Krishna Infrastructure is intending to construct a Residential Building known and style as “KRISHNA CHAYA APARTMENT” on the said Plot No.5 in accordance with the Building Plan duly sanctioned by the Chief Officer of the Nagar Parishad Wanadongri vide his Building Permit No.न.प.वा./बांध.पर./१२०८/२०२१ (NPW/Construction Permission/ 1208/2021) dated 15.11.2021; AND

WHEREAS the said Plot No.5, the Multistoried Building proposed to be constructed thereon and the Apartments / Flats therein are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by Deed of Declaration dated 23.11.2021 and which is duly registered in the office of Sub-Registrar Hingna in Book No.1 at Sr. No.7466 on even date; AND

WHEREAS said Shri Sanjay Vishwanath Bele as a Authorised Partner of the Vendor Firm M/s Krishna Infrastructure constitute & appoint Shri Rahul Bhalchandra Shinde, as his duly constituted Attorney, by Power of Attorney

(For Admission and Presentation) dated 25.11.2022 and thereby empower him to admit & present the documents before the Registration Authority on his

behalf and the same is duly registered in the office of Sub-Registrar Hingna in Book No.4 at Sr. No.7097/2022 on even date; AND

WHEREAS the Purchasers have seen, gone through and inspected all the relevant documents of title and satisfied themselves with respect to the Vendor title to the said property as good, valid and marketable and the Purchasers have also seen and approved the Building Plan of the said Multistoried Building; AND

WHEREAS the Purchaser/s being desirous of owning a Residential Flat in the said Multistoried Building for her/his/their Residential use with heritable and transferable rights therein, have now approached the Vendor and expressed her/his/their desire and willingness to purchase the undivided proportionate share and interest in the said land together with the entire R.C.C. Superstructure comprising **Flat No. 401** on the **4th FLOOR** of the Building and to be known and styled as **“KRISHNA CHAYA APARTMENT”**, she/he/they have further specifically agreed to pay, provide and contribute the entire agreed cost of construction of the Flat chosen by her/him/them to the Vendor; AND

WHEREAS considering her/his/their request and after detailed negotiations, the Vendor have now agreed to sell the aforesaid property to the Purchasers for a total consideration of Rs. 29,50,000/- (Rupees Twenty Nine Lakh Fifty Thousand) Only upon the following terms and conditions:

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

1. THAT the VENDOR will SELL and the PURCHASERS will BUY **THE UNDIVIDED** ____% share and interest in ALL THAT piece and parcel of Non-Agricultural Land bearing **Plot No. 5 containing by admeasurement 973.91 Sq. Mtrs**, being the portion of land bearing **Kh. No. 179 of MOUZA - WANADONGARI, PH. No. 46**, TOGETHERWITH the entire R.C.C. superstructure comprising **Flat No. _____** covering a **Carpet area of _____ Sq. Mtrs, Built up area of _____ Sq. Mtrs & Super Built up area of about _____ Sq. Mtrs (OR _____ Sq. Ft)** on the ____ **FLOOR** of the Building proposed to be constructed thereon and known and styled as **“KRISHNA CHAYA APARTMENT”**, including also the proportionate share in the common areas and facilities provided to the said Building as per the standard specifications in the Annexure annexed herewith, bearing **Nagar Parishad House No. 19818**, situated at Wanadongri, within the limits of Nagar Parishad Wanadongri in Tah. Hingna & Dist. NAGPUR and more particularly described in the schedule here under written.

2. (A) That the total price agreed is **Rs. _____/- (Rupees _____ Thousand)** Only which includes the price of undivided ____% share in the said land which the Purchasers have specifically agreed to pay the Vendor in the following manner:

MANNER OF PAYMENT

<u>Rs.</u> /-	(RUPEES THOUSAND) Only paid by the Purchasers to the Vendor by ____ dated _____ the receipt whereof is hereby acknowledged by the Vendor.
<u>Rs.</u> /-	(RUPEES) Only agreed to be paid by the Purchasers to the Vendor after completion of plinth level being the 35% of the balance sale consideration.
<u>Rs.</u> /-	(RUPEES) Only agreed to be paid by the Purchasers to the Vendor after completion of frame structure being the 30% of the balance sale consideration.
<u>Rs.</u> /-	(RUPEES) Only agreed to be paid by the Purchasers to the Vendor after completion of brickwork, door frames, window frames, etc. being the 20% of the balance sale consideration.
<u>Rs.</u> /-	(RUPEES) Only agreed to be paid by the Purchasers to the Vendor after completion of plastering being the 10% of the balance sale consideration
<u>Rs.</u> /-	(RUPEES FIFTY) Only agreed to be paid by the Purchasers to the Vendor at the time of Sale Deed or Possession whichever is earlier, being the 5% of the balance sale consideration.
<u>Rs.</u> /-	TOTAL (RUPEES) ONLY

That the aforesaid cost does not includes charges towards M.S.E.D.C.L. and Nagar Parishad Water Charges. That any extra work in addition to the amenities provided the same shall be paid by the Purchasers to the Vendor on extra payment in advance.

(B) That it is also specifically agreed by the Purchasers that as soon as he/she/ they received the intimation from the Vendor about the delivery of possession of the property, they agree to pay the balance sale consideration amount to the Vendor at the time of delivery of possession. That the Purchasers further specifically agreed that the time as stipulated above in the case of payment of each of the installments is of the ESSENCE OF CONTRACT. That as a result therefore this Agreement shall automatically stand terminated and cancelled immediately on the date of default itself on their part, in making the

payment of any one of the above installments on due dates to the Vendor. That however without prejudice to its right to terminate this Agreement, the Vendor may in its absolute right and discretion grant a grace period of ONE MONTH

only to the Purchasers provided their request for such extension of time in writing and agrees to pay an interest at the rate of **18% P.A.** to the Vendor on the unpaid amount of installment from the date of default till the date of actual payment thereof, which in no case shall exceed one month. That such grace period shall be granted by the Vendor to the Purchasers only once during the entire period of development. That in the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resale the said Apartment Together with the undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchasers and in such event the Vendor shall within 3 (three) months from the date of such cancellation return back the amounts till then received by him to the Purchasers free of any interest thereon and also after deducting there from 10% (ten percent) from the total amount received by him till then by way of liquidated damages. It is also specifically understood by the Purchasers that delay in securing sanction to the Housing Loan if any, applied for by them, shall not be a ground for nonpayment of the installments on due dates and in such case, the Purchasers shall not be entitled to any concession in the penalty payable by them on delayed payments.

(C) That it is also further agreed by the Purchaser(s) that the Works Contract Tax or Turn Over Tax, or any other Tax is levied by the Govt. of Maharashtra or the Union Govt. on such development and the wages or labour charges paid therefore, then the same shall also be paid by him/her/them to the Vendor or to the Competent Authority appointed in this behalf and shall always keep the Vendor indemnified against the same. That in token of his acceptance of this condition, the Purchaser(s) have agreed to sign and indemnity bond to the above effect at the time of taking over actual possession of the said property.

That it is also further agreed by the Purchasers that at present GST is applicable to the construction of the Apartment chosen by the Purchasers and which shall be borne by the Purchasers in addition to the aforesaid sale consideration which the Purchasers shall agree to pay before the registration of the Sale Deed or before handing over the possession of the said property whichever is earlier.

3. THAT the Vendor assures to the Purchasers that the undivided 3.25% share and interest in the said Plot No.5, Kh. No.179 of Mouza – Wanadongari is free from encumbrances of all kinds whatsoever.

4. THAT the Purchasers have satisfied themselves with respect to the Vendor title to the property hereby agreed to be sold, as good, valid and marketable and they have accepted the same without any further investigation and they have satisfied themselves about the Vendor right to enter in to this Agreement with the Purchasers.

That the Purchasers hereby covenants that they have notice of and have read, understood (i) Original Certified Copy of Sale Deed dated 04.11.2000 Regd. at Sr. No.6469 on even date (Adm. Sr. No.6598 dated 04.11.2000) in favour of Shri Madhukar Dakhare, (ii) N.A. Order dated 03.02.2006 in Revenue Case

No.426/NAP-34/2005-2006 of Mouza – Wanadongri in respect of Kh. No.179, 176, 177 & 178, (iii) Sanctioned Layout vide Letter No. न.प.वा./ अभी./अं.मं./ मौ. वानाडोंगरी/ ग.क्रं.१७९/१३३० (NPW/ Abhi /A.M. / Mouza – Wanadongri/Survey No.179/ 1330) dated 31.05.2018 duly sanctioned by the Administrator, Nagar Parishad Wanadongri in respect of Kh. No.179, (v) Original Copy of Agreement to sell dated 19.11.2020 Regd. at Sr. No.6348 on even date in favour of M/s Krishna Infrastructure, (vi) Original Copy of Irrevocable General Power of Attorney dated 19.11.2020 Regd. at Sr. No. 6349 on even date executed by Shri Madhukar Dakhare in favour of M/s Krishna Infrastructure, (vii) Release Letter No.न.प.वा./न.र.वि./भु.मुक्त/९९६ (NPW/ TPD/RL/ 996) dated 24.08.2021 in favour of M/s Krishna Infrastructure in respect of Plot No.5, (viii) Building Permit No.न.प.वा./बांध.पर./१२०८/२०२१ (NPW/Construction Permission/1208/2021) dated 15.11.2021 along with Building Plan duly sanctioned by the Chief Officer of the Nagar Parishad Wanadongri in favour of M/s Krishna Infrastructure, (ix) Original Copy of Deed of Declaration dated 23.11.2021 Regd. at Sr. No.7466 on even date in respect of Krishna Chaya Apartment, (x) Sale Deed dated 20.05.2022 Regd. at Sr. No.3009 on even date in favour of M/s Krishna Infrastructure, (xi) General Power of Attorney dated 20.05.2022 Regd. at Sr. No.3010 on even date executed by M/s Krishna Infrastructure through its Partners in favour of Shri Sanjay Bele, (xii) Power of Attorney (For Admission and Presentation) dated 25.11.2022 Regd. at Sr. No. 7097/2022 on even date executed by Shri Sanjay Bele in favour of Shri Rahul Shinde and agrees to abide by the terms and conditions as may be imposed by the Nagar Parishad Wanadongri, NMRDA, Nagpur from time to time.

5. THAT the Purchasers shall not be entitled to claim and the Vendor shall not deliver the actual possession of the said property to the Purchasers unless the entire cost of the property, charges for installation of Electric and Water Meters, proportionate charges towards Legal expenses including Stamp Duty and Registration Fees and all other Taxes are paid by them in full to the Vendor. That for further clarification it is clearly understood and agreed by the Purchasers that the actual physical possession of the said property shall be delivered by the Vendor to the Purchasers **on or before 34 (thirty four months) from the date of execution of this Agreement.** That however in case of any delay on account of natural calamities such as Flood, War, Earthquake, Pandemic, Lockdown, etc, the Vendor will not be responsible. That the delivery of possession of the Apartment of the Purchasers shall not be stayed or delayed by the Vendor beyond the aforesaid stipulated time except for circumstances beyond its control, provided the Purchasers punctually pays to it the agreed cost of construction and all other charges in the manner hereinabove mentioned. That the Sale Deed of the said property shall be executed by the Vendor in favour of the Purchasers or their nominee(s) after the entire Building proposed to be constructed thereon is

completed in all respects. That on the registration of the Sale Deed, the Purchasers shall hold the said land jointly with the other co-owners thereof and the Apartment chosen by them absolutely with heritable and transferable rights therein. That however the Purchasers shall not carry out any structural changes in the Apartment hereby agreed to be sold to them and shall in no way damage the structural

framework of the Building nor shall they alter/change the elevation of the said Building.

That if the Vendor fails or neglects to give possession of the Apartment to the Purchasers on account of reasons beyond their control by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchasers the amounts already received by them in respect of the Apartment with interest at the rate stipulated by State Bank of India on Home/Housing Loan.

6. THAT for the purpose of giving a clear title over the property chosen by the Purchasers and each of the other buyers in the said Building, that the Vendor have submitted the aforesaid entire property i.e. Plot No.5 and the proposed Building thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 u/s 2 thereof by Deed of Declaration dated 23.11.2021 and which is duly registered in the office of Sub-Registrar Hingna in Book No.1 at Sr. No.7466 on even date. That the said Deed of Declaration dated 23.11.2021 and the Bye-Laws appended thereto shall always remain binding upon the Purchasers and their successors-in-title. That however the Purchasers specifically agree that the Vendor shall have full rights to amend the said Deed of Declaration if the situation warrants, and in such event the undivided share and interest of the Purchasers in the said land and the Built-up area / Super Built up area of the Apartment chosen shall be proportionately reduced or increased and the proportionate cost of the same shall be mutually adjusted accordingly.

7. THAT the Purchasers agree to incorporate such terms, 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 and privileges etc of the Purchasers and other Apartments Owner's interest in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

8. THAT it is understood by the Purchasers that the Vendor shall remain exclusively in charge of the entire construction of the proposed Building in all respects without any let, hindrance or interference by aforesaid Purchasers. That the work of development shall not be stayed or delayed by the Vendor beyond the stipulated time except for circumstances beyond its control provided however, the Purchasers punctually pays to the Vendor the agreed cost of Apartment and all other charges in the manner hereinabove mentioned.

9. THAT it is understood by Purchasers that the proposed construction is heterogeneous in nature comprising RCC and Brickwork. It is understood by the Purchasers that short comings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of

footings are likely to occur and will not be treated as defects further it is agreed by the Purchasers that on account of practical constraints there will be an allowance of plus or minus two percent variation in dimensions shown in the Sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchasers for such variation.

10. THAT the description of the said Apartment appearing in the schedule chosen by the Purchasers as here under written is believed and shall be taken to be correctly described and if any mis-statement, error or omission shall be discovered the same shall not annul this contract/Agreement nor shall any compensation be allowed in respect thereof to the Purchasers, but all the same, such mis-statement, error or omission will always be subject to correction by the parties hereto.

11. THAT the Purchasers shall, when called upon the Vendor's sign and execute all papers and documents relating to the development of Apartment and title deed relating to the Apartment chosen by them.

12. THAT the Purchasers also specifically agrees that pending registration of the Sale Deed relating to the property hereby agreed to be sold, they will not transfer any right accruing in their favour by virtue of this Agreement, to anybody, else without the prior written consent permission of the Vendor.

13. THAT the Purchasers shall pay the proportionate share of Non Agricultural Assessment, Nagar Parishad Taxes and all other dues whatsoever accruing payable in respect of their undivided share in the said land and in respect of Water and Electricity Charges and other charges to concerned authorities with effect from the date of delivery of possession onwards and shall always keep the Vendor indemnified against such payments.

14. THAT the Purchasers hereby agree not to occupy the said Apartment without prior written permission of the Vendor or else they shall be treated as trespassers.

15. THAT the Vendor shall not be bound to give any notice or intimation to the Purchasers for asking such payment falling due under this Agreement and in absence thereof shall not be considered as an excuse for non-payment of any amount on due date by them to the Vendor. It is specifically agreed by the Purchasers that the time for payment of balance sale price as stipulated hereinabove is of the ESSENCE OF THIS CONTRACT and consequently this Agreement shall automatically stand terminated/ cancelled immediately on expiration of the stipulated period in the case of any one of the installments.

16. THAT the available open space (excluding the restricted area) the common areas and common facilities as may be provided in the said 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 Purchasers severally or jointly with any other Apartment owner or owners.

17. THAT the Vendor reserves its right to load the F.S.I. on the said Plot and to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said piece of land is increased at future date and in such event the Purchasers shall not prevent or obstruct the Vendor in so utilizing land dealing with such additional F.S.I. It is specifically agreed by the Purchasers that the percentage and proportion of undivided share in

the said pieces of land shall always be subject to proportionate reduction if some additional Apartments are constructed by the Vendor and in such event the Purchasers shall not claim any proportionate refund of the cost/price of land.

18. THAT all letters, receipts and or notices addressed by the Vendor to the Purchasers and dispatched under certificate of posting to their address as mentioned in this Agreement shall be deemed to have been delivered to them.

19. THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the parties hereto. That the Arbitrators will have authority and power to (i) interpret the terms of this Agreement, (ii) to settle the dispute in respect of any aspect regarding the construction and sale of the Apartment, (iii) to settle the complaints regarding construction etc. the parties hereto are also at liberty to refer any other matter between them to the panel of Arbitrators and the panel of Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. 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.

20. THAT the Purchasers shall maintain at their own costs in good tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or on any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the Apartment is situated.

21. THAT the Purchasers shall not store in the Apartment any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected by the concerned local or other authority and the Apartment. That the Purchasers shall be liable for the consequences arising on account of breach thereof.

22. THAT the Purchasers shall not make any addition or alteration whatsoever in nature in the Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the Building.

23. THAT the Purchasers shall not do or permit to be done any act or thing which may render void or voidable in the eyes of Law and shall use the said Apartment for Residential purpose only and are not permitted to open any Liquor Shop or Beer Bar, Gambling den and for Slaughter House etc in the said Apartment and in such event the Purchasers shall be only liable and responsible for the same.

24. THAT the Vendor hereby assures the Purchasers that he shall acquire a perfectly good, valid and marketable title hereby agreed to be sold to them on obtaining a proper and duly registered Sale Deed from the Vendor.

25. THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at HINGNA.

26. THAT all expenses with respect to preparation of this Agreement, Sale Deed and all other documents including the cost of Stamp Duty and Registration Fees, Legal Charges Printing and other documentation charges including /incidental expenses payable thereon have been agreed to be borne and paid by the Purchasers.

SCHEDULE REFERRED TO ABOVE

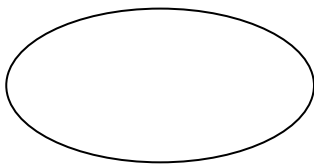
(RESIDENTIAL)

THE UNDIVIDED ____% share and interest in ALL THAT piece and parcel of Non-Agricultural Land bearing Plot No. 5 containing by admeasurement 973.91 Sq. Mtrs, being the portion of land bearing Kh. No.179 of MOUZA - WANADONGARI, PH. No. 46, TOGETHERWITH the entire R.C.C. superstructure comprising Flat No. 401 covering a Carpet area of ____ Sq. Mtrs, Built up area of _____ Sq. Mtrs & Super Built up area of about _____ Sq. Mtrs (OR _____ Sq. Ft) on the ____ FLOOR of the Building proposed to be constructed thereon and known and styled as “KRISHNA CHAYA APARTMENT”, including also the proportionate share in the common areas and facilities provided to the said Building as per the standard specifications in the Annexure annexed herewith, bearing Nagar Parishad House No.19818, situated at Wanadongri, within the limits of Nagar Parishad Wanadongri in Tah. Hingna & Dist. NAGPUR and bounded as under:

ON THE EAST	:	Kh. No.176, 177 & 178
ON THE WEST	:	Road
ON THE NORTH	:	Plot No.4
ON THE SOUTH	:	Kh.No.180

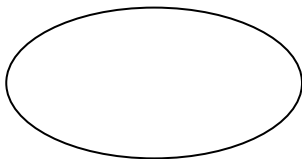
IN WITNESS WHEREOF the VENDOR and the PURCHASERS hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at HINGNA in presence of the attesting witnesses signing as such on the day first above written.

For M/S KRISHNA INFRASTRUCTURE



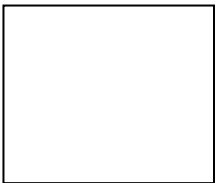
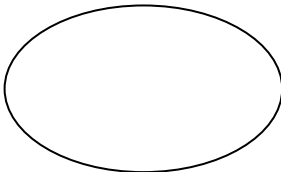
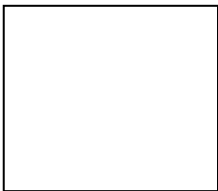
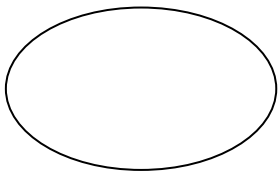
(_____)

Authorised Partner
VENDOR



(_____)

PURCHASER



1. _____

2. _____

WITNESSES

ANNEXURE

BRIEF STANDARD SPECIFICATIONS OF CONSTRUCTION

STRUCTURE : R.C.C. Frame Structure

SUPERSTRUCTURE	:	External wall 150 mm and Internal wall 115 mm thick
DOORS	:	Internal Doors RCC frame with Flush Door with both side skin shutter & Main Door with both side skin shutter
WINDOWS	:	Glazed Aluminum window
KITCHEN	:	Modular Kitchen (Only Base) (Aluminum Pipe Stand and Granite Top)
CERAMIC TILES	:	(24” x 24”) in all rooms
GLAZED TILES	:	Kitchen up to 4’0 Ft & 7’0 Ft in WC / Bath
EXTERNAL PLAINT	:	Water Proof cements plaint
INTERNAL PLAINT	:	Putty base with oil bound Distemper
WATER SUPPLY	:	Overhead Tank on the Building

VENDOR

PURCHASERS