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Monday, October 12, 2026
1:22 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 17080 दिनांक: 12/10/2026

गावाचे नाव: बेलतरोडी

दस्तऐवजाचा अनुक्रमांक: नगन4-11531-2026

दस्तऐवजाचा प्रकार: विक्री करारनामा

सादर करणाऱ्याचे नाव: दूर्वाशी दीपक सेवईवार

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2720.00

पृष्ठांची संख्या: 68

रु. 32720.00

एकूण:

DELIVERED
सह दुय्यम निबंधक

नागपूर क्र. ४

बाजार मूल्य: रु. 3300943 /-

मोबदला रु. 4500000/-

भरलेले मुद्रांक शुल्क : रु. 225000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 2720/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1026121104293 दिनांक: 12/10/2026

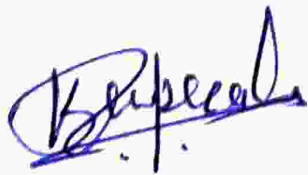
वॅकचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011461592202627M दिनांक: 12/10/2026

वॅकचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank
2021/UOR12/CR107/M1 (Policy) : For Women - Grampanchayat Area



CHALLAN
MTR Form Number-6



GRN	MH011461592202627M	BARCODE	Date 06/10/2026-14:00:05		Form ID	25.2	
Department Inspector General Of Registration			Payer Details				
Type of Payment Stamp Duty and Registration Fee together Registration Fee			TAX ID / TAN (If Any)				
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR			PAN No.(If Applicable)		BBVXXXXXXF		
Location NAGPUR			Full Name		DURVANSHEE DEEPAK SEWAIWAR		
Year 2026-2027 One Time			Flat/Block No.		FLAT NO 702 NAKSHATRA APT		
Account Head Details		Amount In Rs.	Premises/Building		MOUZA BELTARODI		
0030046401 Stamp Duty		225000.00	Road/Street		NAGPUR		
0030063301 Registration Fee		30000.00	Area/Locality		NAGPUR		
			Town/City/District				
			PIN		4 4 0 0 3 4		
			Remarks (If Any)				
			PAN2=AABFM3441L~SecondPartyName=MAHARSHEE				
			BUILDERS~CA=4500000~Marketval=3400000				
Total		255,000.00	Amount In	Two Lakh Fifty Five Thousand Rupees Only			
			Words				
Payment Details IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref. No.	69103332026100613961 778892215		
Cheque/DD No.			Bank Date	RBI Date	06/10/2026-18:27:24 Not Verified with RBI		
Name of Bank			Bank-Branch		IDBI BANK		
Name of Branch			Scroll No. , Date		Not Verified with Scroll		

Department ID :

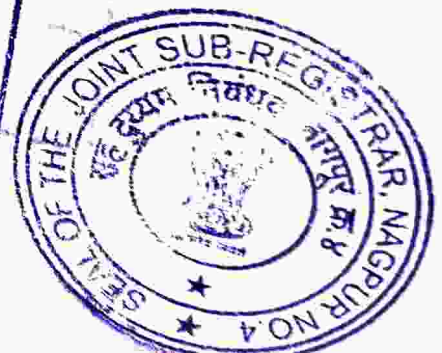
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : XXXXXX7280

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लावले आहे. नोंदणी न करावयाच्या दस्तासाठी लागू नाही.

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AGREEMENT TO SELL FOR RS. 45,00,000/- ONLY
(RUPEES FORTY FIVE LAKHS ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. 34,00,000/- ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this 08 Day of Oct, 2026, BETWEEN :

M/s. MAHARSHEE BUILDERS, A Partnership Firm, having its Registered Office at "Plot No. 17, North Ambazari Road Shivaji Nagar, Nagpur-440010, (Income Tax Permanent Account No. AABFM3441L) and acting through its Authorised Partner **SHRI. AVINASH S/o MANOHARRAO TARPE**, Aged about 57 Years, Occupation - Business, (Income Tax Permanent Account No. AAFPT8444A & Aadhar Unique Identity No. 2942 7634 5506), Mobile No. - 9823279787 Resident of Plot No. 151, Shankar Nagar, Nagpur - 440010, Tahsil and District - NAGPUR (Maharashtra State), hereinafter both jointly called the "**VENDORS**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**VENDORS**" as well as, her/his/their respective heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART**.

AND

MRS. DURVANSHEE DEEPAK SEWAIWAR

Aged about - 41 Years, Occupation - Service

Income Tax Permanent Account No. - **BBVPP5497F**

Aadhar Unique Identity No. - **2743 7981 9717**

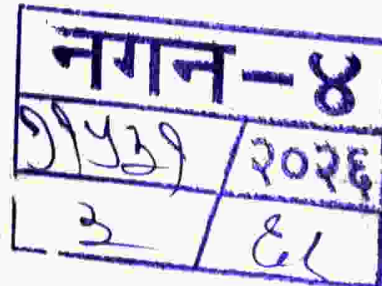
Resident of - Plot No.8, Swalambi Nagar Road,

Third Bus Stop Gopal Nagar, Nagpur, District; Nagpur Pin 440022.

Mobile No. - **9970287280**

hereinafter called the "**PURCHASER/S**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PURCHASER/S**", as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS, the Vendor/s hereinabovenamed is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and parcel of land bearing Survey No. 40/2/1 of MOUZA - BELTARODI, P.S.K. 38, having an area 4000 Sq. Mtrs., held in Class 1 rights, situated at Village - Beltarodi, within the limits of the Nagpur Metropolitan Region Development Authority in Tahsil Nagpur (Rural) and District- NAGPUR, and more particularly described in the First Schedule. AND



WHEREAS ALL THAT Peace and Parcel of land Survey No. 40/2/1 of MOUZA - BELTARODI, P.S.K. 38, of Mouza - Beltarodi, Originally belonged to **Shri. Shravan Laxman Khelkar**, being his separate and ancestral properties AND.

WHEREAS Shri. Shravan Laxman Khelkar sold said property to M/s. Shanti Contruction Company through its Managing Director **Shri Prabhakar Jagannath Pardhi** by way of Sale Deed dated - 29.07.1994, which is duly Registered in the office of Sub- Registrar Nagpur (Gramin) by Regd. Sr. No. 3108 and 3109 on even date.

WHEREAS SHRI. RAVIKUMAR GANGADHAR RANA and **SHRI. PREMJIT NARAYAN PATLE** both Director of **R. Rana Land Developers and Buildiers Pvt. Ltd.**, has purchased the said property from Shanti Construction Company through its Managing Director **Shri. Prabhakar Jagannath Pardhi** by virtue of Sale Deed Dated 27/09/2006 which is duly Registered in the Office of the Joint Sub-Registrar Nagpur-Rural in Book No. 1 at Document. No. 04755 on even date, AND

WHEREAS, M/S. KESAR IMPEX (INDIA) PRIVATE LIMITED has purchased the said Property from **SHRI. RAVIKUMAR GANGADHAR RANA** and **SHRI. PREMJIT NARAYAN PATLE** Both Director of **R. Rana Land Developers and Buildiers Pvt. Ltd.**, by virtue of Sale Deed dated 25/02/2008, which is duly Registered in the Office of the Joint Sub-Registrar Nagpur-7 in Book No. 1 at Document. No. 1121 on even date,

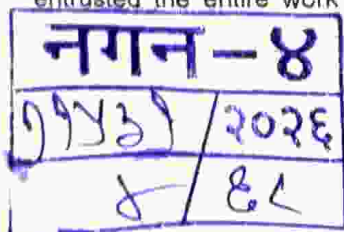
WHEREAS, after that M/S. MAHARSHEE BUILDERS (Vendor) has purchased the said property from **M/S. KESAR IMPEX (INDIA) PRIVATE LIMITED** through Power of Attorney, which is executed by Directors **Shri. Gopal Fatehchand Gupta and Smt. Sangeeta Gopal Gupta of M/s Kesar Impex (India) Pvt. Ltd.** & which is given to **Shri. Yash Gopal Gupta** by virtue of Sale Deed dated - 22.07.2021, which is duly Registered in the office of Sub-Registrar Nagpur -10 by Document Sr. No. 11307 on even date. AND

WHEREAS the aforesaid land comprising Khasra No. 40/2 of MOUZA - admeasuring 0.81 HR is converted to Non Agricultural (Residential) use vide Order Dated 26/04/2007, as per the Order of the Collector, Nagpur in Revenue Case No. 1146/NAP-34/2006-2007, AND

WHEREAS the land owned by the Vendor which is 0.40 HR i.e. 4000 Sq. Mtrs. is further revised by NA Order Dated 31/10/2022 as per the Order of the Tahsildar, Nagpur (Gramin) in Revenue Case No. 16/NAP-34/2022-2023, AND

WHEREAS In terms of the said Agreement, the Executive Engineer (Metro) Nagpur Improvement Trust, Nagpur has recommended and approved the layout Plan of said land vide its Letter No. 7526 Dated - 14.09.2022; AND

WHEREAS the Vendor decided to develop the said Survey No. 40/2/1 of MOUZA - BELTARODI into a fully Residential Estate by constructing a Multistoried Building thereon consisting of various self-contained Apartments therein and they have entrusted the entire work of development of the said property to M/s. Maharshee



Builders, the Vendor herein above named upon the several terms and conditions contained therein; AND

WHEREAS, by the same Agreement the Vendor have further specifically agreed to execute various Agreements to sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot/Piece of Project land in favour of each such individual prospective buyer(s) as may be nominated by the Vendor/s hereto; AND

WHEREAS, the Vendor/s has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a 4 (FOUR) Multistoried Building consisting of various self contained Apartments therein; AND

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

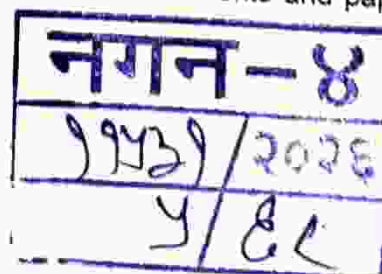
WHEREAS, the Vendor/s has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. **P50500053384**; **authenticated copy is attached in Annexure 'F'**;

WHEREAS, the Vendor/s has appointed following professionals:

Architect	:	Shri. C.D. Giripunje Address - Dharampeth, Nagpur.
Structural Engineer	:	Shri. Arun D. Uttarwar Address - Devnagar, Nagpur
Plumbing Engineer	:	Shri. Ratanlal Bijewar Add. Agasti Apartment Somalwada, Nagpur
Electrical Engineer	:	Shri. Sanju Parate Addr. Mahalgi Nagar, Nagpur.

WHEREAS, the Vendor/s has sole and exclusive right to sell the Apartments in the said building to be constructed on the Project Land and to enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the Purchaser, the Vendor/s has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**hereinafter referred to as "the said Act"**) and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by



the Developer/ Promoter/ Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of Property card showing the nature of the title of the Vendors to the Project Land on which the Apartments are to be constructed have been **annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively**; AND

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the N.M.R.D.A vide its Building Permit No. NMRDA/B/2023/APL/00428 dated 16-06-2023 have been **annexed hereto and marked as Annexure C**; AND

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been **annexed and marked as Schedule D**; AND

WHEREAS, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

WHEREAS, the VENDOR/S has accordingly commenced construction of the said building in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the VENDOR/S for purchase of the **Flat No. 702 on Seventh Floor** being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

WHEREAS, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires :-

- i) **Carpet Area** : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- ii) **Common Areas** : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided

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equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

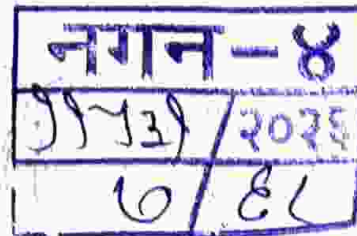
In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/ Promoter/ Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building on the said Project Land and to be known and styled as "**NAKSHATRA APARTMENT**" consists of 4 (Four) adjoining Multistoried Buildings, That the Building consist of Ground + 12 Floors. The Ground and First Floor Consist of Podium Parking, Stair Case & Lift Area. On the Second Floor there are 12 Residential Apartments numbered as Apartment No. 201 to 212. With allotted terrace. On the Third Floor there are 12 Residential Apartments numbered as Apartment No. 301 to 312. On the Fourth Floor there are 12 Residential Apartments numbered as Apartment No. 401 to 412. On the Fifth Floor there are 12 Residential Apartments numbered as Apartment No. 501 to 512. On the Sixth Floor there are 12 Residential Apartments numbered as Apartment No. 601 to 612. On the Seventh Floor there are 12 Residential Apartments numbered as Apartment No. 701 to 712. On the Eighth Floor there are 12 Residential Apartments numbered as Apartment No. 801 to 812. On the Ninth Floor there are 12 Residential Apartments numbered as Apartment No. 901 to 912. On the Tenth Floor there are 12 Residential Apartments numbered as Apartment No. 1001 to 1012. On the Eleventh Floor there are 12 Residential Apartments numbered as Apartment No. 1101 to 1112. On the Twelfth Floor there are 8 Residential Apartments numbered as Apartment No. 1201 to 1208 With allotted terrace and Common Terrace above Twelfth Floor. That the Second to Twelfth Floors consists of individual apartments all for residential purposes. The Family Units in the Building are as detailed below: Thus there are in all 128 (One Hundred Twenty-Eight) independent and self contained separate Apartments in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a i) The Purchaser hereby agrees to purchase from the Vendor/s and the Vendor/s hereby agrees to sell to the Purchaser **Flat No. 702 having carpet area admeasuring 56.518 Sq. Meters on Seventh Floor**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule "D"** for the total sale consideration of **Rs. 45,00,000/- (Rupees Forty**



Five Lakhs Only). After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendors agrees to sell to the Purchaser the Said Apartment for a lump sum consideration of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** to be paid by the Purchaser to the Vendor/s towards the said Apartment hereinafter referred to as the "**Consideration amount**". The Vendor/s specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule - "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

- 1.b** The Purchaser has paid on or before execution of this Agreement a sum of Rs. 45,00,000/-/- (Rupees Forty Five Lakhs Only) in the following manner :-

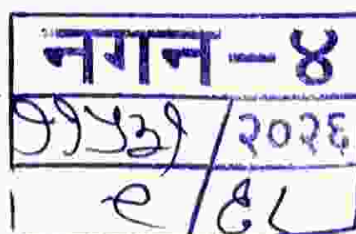
SCHEDULE - "E"

- i) Rs. 1,00,000/- (Rupees One Lakh) Only paid by the Purchaser to the Vendor by Cheque No. 075727 dated -29.08.2026, Canara Bank at the time of Booking.
- ii) Rs. 8,00,000/- (Rupees Eight Lakhs) Only agreed to paid by Purchaser to the Vendor by at the time of execution of this Agreement.
- iii) Rs. 3,00,000/- (Rupees Three Lakh) Only agreed to be paid by the Purchaser to the Vendors on completion of the Ground floor slabs and stilts of the building or wing in which the said Apartment is located.
- iv) Rs. 2,00,000/- (Rupees Two Lakh) Only agreed to be paid by the Purchaser to the Vendors on completion of the First Floor slabs and stilts of the building or wing in which the said Apartment is located.
- v) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Second floor slabs and stilts of the building or wing in which the said Apartment is located.
- vi) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Third Floor slabs and stilts of the building or wing in which the said Apartment is located.

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- vii) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Forth Floor slabs and stilts of the building or wing in which the said Apartment is located.
- viii) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Fifth Floor slabs and stilts of the building or wing in which the said Apartment is located.
- ix) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Sixth Floor slabs and stilts of the building or wing in which the said Apartment is located.
- x) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) only agreed to be paid by the Purchaser to the Vendors on completion of the Seven Floor slabs and stilts of the building or wing in which the said Apartment is located.
- xi) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) only agreed to be paid by the Purchaser to the Vendors on completion of the Eight Floor slabs and stilts of the building or wing in which the said Apartment is located.
- xii) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Nineth Floor slabs and stilts of the building or wing in which the said Apartment is located.
- xiii) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Tenth Floor slabs and stilts of the building or wing in which the said Apartment is located.
- xiv) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Eleven Floor slabs and stilts of the building or wing in which the said Apartment is located.
- xv) Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Twelfth Floor slabs and stilts of the building or wing in which the said Apartment is located.



- xvi) Rs. 50,000/- (Rupees Fifty Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the Bricks work and stilts of the building or wing in which the said Apartment is located.
- xvii) Rs. 50,000/- (Rupees Fifty Thousand) Only agreed to be paid by the Purchaser to the Vendors on completion of the all finishing and finalized works and stilts of the building or wing in which the said Apartment is located.
- xviii) Rs. 30,000/- (Rupees Thirty Thousand) Only agreed to be paid by the Purchaser to the Vendors against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Rs. 45,00,000/- (RUPEES FORTY FIVE LAKHS ONLY)

===== (Total Consideration)

1.c The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer/ Promoter/ Confirming Party by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter/ Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer/ Promoter/ Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer/ Promoter/ Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Agreement/ Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer/ Promoter/ Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.e 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 Developer Promoter / Confirming Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies

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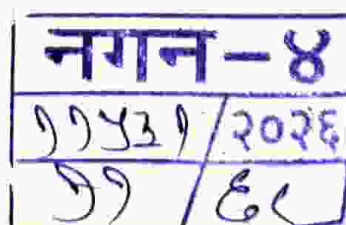
imposed by the competent authorities etc., the Developer/ Promoter/ Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f THAT the Developer/ Promoter/ Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer/ Promoter/ Confirming Party.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Developer/ Promoter/ Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

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

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



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

2.2 THAT, Time is essence for the Vendor as well as the Purchaser. The Developer/ Promoter/ Confirming Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

3.1 If the Developer/ Promoter/ Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer/ Promoter/ Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer/ Promoter/ Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent (@ SBI MCLR plus 2%) per annum, on all the delayed payment which become due and payable by the Purchaser from the date the said Promoter/ Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer/ Promoter/ Confirming Party.

3.2 Without prejudice to the right of the Developer/ Promoter/ Confirming Party to charge interest on delayed payment, if the Purchaser commits three defaults on making payment as per the stages mentioned **Schedule - "E"** then the Developer/ Promoter/ Confirming Party shall serve a notice of 15 days in writing to the Purchaser informing its intention to terminate this Agreement and if the Purchaser fails to rectify the breach as mentioned by the Developer/ Promoter/ Confirming Party within a period of 15 days, then the Developer/ Promoter/ Confirming Party shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

If the Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Developer/ Promoter/ Confirming Party, then the Developer/ Promoter/ Confirming Party shall deduct 10% of the Consideration amount towards liquidated

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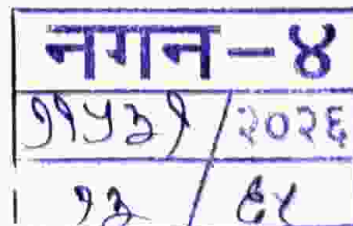
damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Purchaser. In the event of cancellation by Purchaser, the Developer/ Promoter/ Confirming Party is not responsible to refund any taxes and duties such as GST stamp duty and registration charges which was paid to the Government and the Purchaser shall apply for refund at their own effort and cost.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer/ Promoter/ Confirming Party in the said building and the Apartment as are set out in **Annexure - 'D', annexed hereto.**

5. The Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser on or before 31 day of March 2028 but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer/ Promoter/ Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer/ Promoter/ Confirming Party. If the Developer/ Promoter/ Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Developer/ Promoter/ Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Developer/ Promoter/ Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Developer/ Promoter/ Confirming Party hereto. Provided further that the Developer/ Promoter/ Confirming Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.



6.1 Procedure for taking possession – The Developer/ Promoter/ Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer/ Promoter/ Confirming Party shall give possession of the said Apartment to the Purchaser.

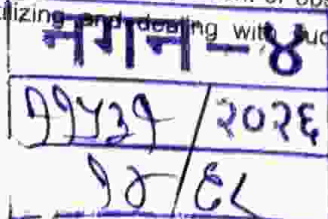
The Developer/ Promoter/ Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Promoter/ Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/ Promoter/ Confirming Party or Association of Purchasers, as the case may be.

6.2 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

6.3 THAT the Developer/ Promoter/ Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Developer/ Promoter/ Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Developer/ Promoter/ Confirming Party.

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

THAT the Developer/ Promoter/ Confirming Party reserves it's right 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 Plot of land is increased at any future date or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Developer/ Promoter/ Confirming Party in so utilizing and dealing with such additional T.D.R. and in such event the



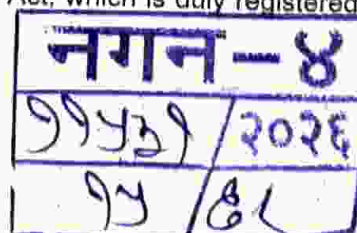
prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Developer/ Promoter/ Confirming Party and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Developer/ Promoter/ Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future building/s.

6.5 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause the Purchaser shall take possession of the Apartment from the Developer/ Promoter/ Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/ Promoter/ Confirming Party shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Developer/ Promoter/ Confirming Party. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

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

8.1 That the Vendor/Developer/ Promoter/ Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office



of the Sub-Registrar, Nagpur- Gramin in Book No. 1 at Sr. No. 5937/2023 on Dated 11.08.2023. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

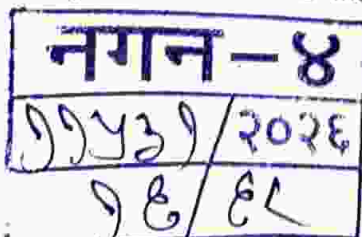
8.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions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

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

8.4 Within 15 days after notice in writing is given by the Developer/ Promoter/ Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Grampanchayat Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer/ Promoter/ Confirming Party provisional maintenance amount of **Rs. 2,00,000/-** in addition to the consideration amount, towards maintenance of the project; a Sum of **Rs. 1,00,000/-** towards installation of Electric Meter, Water Meter etc.

This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the

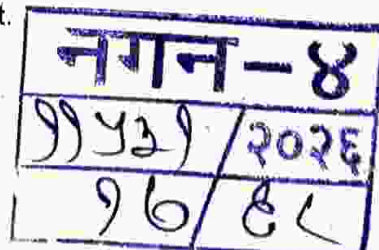


Developer/ Promoter/ Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER/ PROMOTER/ CONFIRMING PARTY :

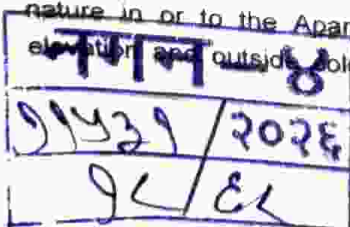
The Vendor/ Developer/ Promoter/ Confirming Party hereby represents and warrants to the Purchaser as follows :

- i. The Vendor have 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 have 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. The Vendor/Developer/ Promoter/ Confirming Party shall have every right to change and appoint any new consultant as per their discretion & choice.
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. 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;
- vi. It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor and Purchaser. The details mentioned in **Schedule - "C"** and **Schedule - "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;
- vii. The Vendor/ Developer/ Promoter/ Confirming Party have/has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.
- viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors and/or the Vendors in respect of the project land and/or the Project except those disclosed in the title report.



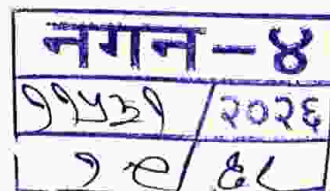
10. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows -

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser hereby specifically agrees with the Vendor/ Developer/ Promoter/ Confirming Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor/ Developer/ Promoter/ Confirming Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/ Developer/ Promoter/ Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour 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 and/or the Association of the Apartment Owners.

- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor/ Developer/ Promoter / Confirming Party within fifteen days of demand by the Vendor / Developer/ Promoter/ Confirming Party, their 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 Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor/ Developer/ Promoter/ Confirming Party under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor/ Developer/ Promoter/ Confirming Party.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-



laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xii. Till completion of said project and handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor / Developer / Promoter / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor/ Developer/ Promoter/ Confirming Party shall bear and pay @ **Rs. 2500/-** Per Months for each Apartment of regular Maintenance Charges payable for such unsold Apartments.

11. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor/ Developer/ Promoter/ Confirming Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

12. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

13. **ENTIRE AGREEMENT** : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

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15. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT 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 of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

16. **SEVERABILITY :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement & to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17. Developer/ Promoter/ Confirming Party specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of **M/s. Maharshee Nakshatra Apartment** or by electronic mode of transfer.

NEFT/ RTGS details are as under :

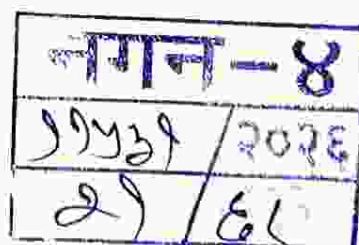
- i. Account Holder Name : **MAHARSHEE BUILDERS NAKSHATRA APARTMENT**
- ii. Bank Name :- **IDBI BANK LIMITED**
- iii. Branch :- **DHARAMPETH BRANCH, NAGPUR,**
- iv. Account Number **0543102000011617**
- v. IFSC code :- **IBKL0000543**
- vi. Account type – **Current RERA Account.**

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

Mrs. Durvanshee Deepak Sewaiwar
(Name of Purchasers)

Resident of Plot No.8, Swalambi Nagar Road,
Third Bus Stop Gopal Nagar, Nagpur, District; Nagpur Pin 440022.
Mobile No. – 9970287280

(Purchaser Address)



M/S. Maharshee Builders

(Name of Developer/Confirming Party)

262, Bajaj Nagar, West High Court Road, Nagpur -440010.

Mobile No. - 0712-3553053

(Address of Developer/Confirming Party)

Notified Email ID : amtarpe@rediffmail.com, info@maharsheebuilders.com

It shall be the duty of the Purchaser and the Vendor/ Developer/ Promoter/ Confirming Party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/ Developer/ Promoter/ Confirming Party or the Purchaser, as the case may be.

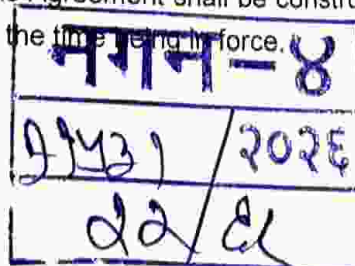
19. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Vendor/ Developer/ Promoter/ Confirming Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all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

20. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and Networking and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

That, the Purchaser being a female, in terms of the order passed by the Revenue and Forest Department vide Resolution No. Mudrank- 2021/ UOR.12/CR. 107/M-1 (Policy) dated 31st March, 2021, and subsequent Government Notification No. Mudrank- 2021/ UOR.12/CR. 107/M-1 (Policy) dated 26.05.2023, the Purchaser is entitled for reduction in Stamp Duty by One Percent as otherwise chargeable under Clause (b) of Article 25 of Schedule-I appended to the Maharashtra Stamp Act (LX of 1958). The Purchaser is fully aware that the said concession is applicable for purchase of Residential Unit and subject to the conditions contained therein.

21. DISPUTE RESOLUTION : Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

22. GOVERNING LAW : The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.



SCHEDULE – "A" ABOVE REFERRED TO
Description of the Project land

ALL THAT piece and parcel of Non Agricultural Land having total plotable Area is 3950 Sqr. Mtrs. out of these area plotable Area of 3549.47 Sqr. mtrs. bearing Survey No. 40/2/1/1 and land of Open Space having an area of 400.54 Sqr. Mtrs. bearing Survey No. 40/2/1/OPEN SPACE of Mouza Beltarodi, P.H. No. 38, held in Occupancy Class 1 Rights, situated in Town Beltarodi, within the limits of Nagar Parishad Beltarodi, in Tahsil Nagpur (Gramin) and District: Nagpur. including all other easementary rights appurtenant belonging thereto, situated at Village - Beltarodi, within the limits of the Nagpur Metropolitan Region Development Authority and Nagar Grampanchayat- Besa-Pipala, in Tahsil Nagpur (Rural) and District- NAGPUR, and bounded as under :-

ON THE EAST : BY SURVEY NO. 39, 59 & 58
ON THE WEST : BY SURVEY NO. 41
ON THE NORTH : BY SURVEY No. 40/2
ON THE SOUTH : BY SURVEY NO. 40/1

SCHEDULE – "B" ABOVE REFERRED TO

Description of the Apartment

Name of Building : **NAKSHATRA APARTMENT.**

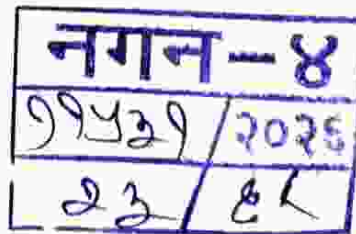
Flat No.	Floor	Carpet Area Sq. Mtrs	Built up Area Sq. Mtrs	Undivided Share in Land (%)
702	Seventh	56.518	72.739	0.676

The said Apartment is bounded as under :

ON THE EAST : BY Flat No. 703
ON THE WEST : BY Main Entrance Road
ON THE NORTH : BY SURVEY No. 40/2
ON THE SOUTH : BY Flat No. 701

SCHEDULE – "C" ABOVE REFERRED TO
[Description of common areas and facilities]

- Covered and uncovered Parking Facility is provided on available open land to the said Building on Ground and First Floor (Podium) for Residential Flats.
- Common passage leading to the Stair Ways.
- Compound wall as per Architect Design
- The following facilities located throughout the building.

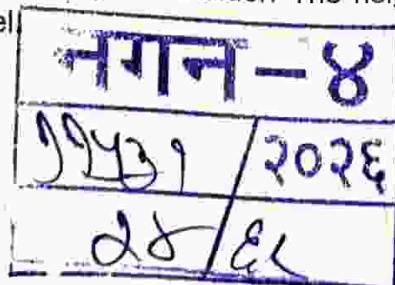


- i) 2 (TWO) Staircase/s is provided to the Residential & Two Staircase is provided for Fire use.
- ii) 3 (THREE) Borewell is provided to the said Building.
- iii) A Sump with Electric Motor and Pump.
- iv) Plumbing net work, throughout the building.
- v) Electric wiring network throughout the building.
- vi) Necessary light and public water connections.
- vii) 4 (FOUR) Overhead Water Tank having two compartment One (1) for Nagar Panchayat drinking water supply if available and Second (2) for Borewell water.
- viii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.

SPECIFICATION (ANNEXURE - A)
(FOR - APARTMENT)

FOUNDATION AND PLINTH :-

1. The construction shall be R.C.C. framed structure, consisting of R.C.C. Footings, Columns, Plinth, Beams, Lintels, Slabs etc. as per the design given by the Structural Engineer.
2. The depth of excavation shall depend upon the nature of the soil from the road level or as per the design given by the Structural Engineer.
3. The excavation pits shall be filled by earth after concrete work of footing & column is over.
4. The plinth shall be as per the plan given in drawing and shall be in R. C. C. plinth and floor as per the design given by the builder and 0.150 Mtr. Thick in Brick masonry (Mud or Cement/ Ash Brick) in cement mortar of ratio 1:6, if required to reach the plinth height. The height of the plinth is measured from the centre level of road shall be 0.3 M. maximum.
5. The plinth shall have earth excavated material filling above the Ground level and a layer of boulder / murrum about 20 Cms. In thickness above it and finally a layer of flooring.
6. All the exterior walls shall be of 0.15 Mtr. thick T. M. Brick masonry in 1:6 cement mortar whereas all the internal wall shall be that of 12 Cm. of T. M. Brick masonry in 1:6 cement mortar.
7. The internal levels shall have R.C.C. lintels and lintel beam as per R.C.C. design given by the Builder. The height of the lintel shall be 2.1 Mtr. from the floor slab level



8. The Bedroom and Kitchen room shall have No R.C.C. loft and also No loft /Chajja over Latrine and Bathroom.

9. All the Windows, Ventilators, opening falling on the external side shall have R.C.C. Chajjas 0.45 Cms. in width provided that the windows, ventilators, opening covered by Balcony projection shall be excluded with this provision.

10. Slab shall have R. C.C. beams as per the R.C.C. design. The balconies shown at the slab level shall be provided as shown in the plan. The height of the slab to slab top shall be 2.80 Mtr. Maximum.

DOORS, WINDOWS AND VENTILATORS

11. The Front door shall be in Veneer Sun Mica Coated 35 mm Flash Door and all the other doors shall be R.C.C. frame of size 30 x 30 x 5 mm without ventilators of 16 mm gauge provided with 3 numbers of iron hold fast nailed to frame 3 No. on each side of the frame. All the shutters shall be in 30 mm in thickness, particle board flush door panels with necessary fitting and fixtures such as tower bolts, latches aldrops etc. as per the design given by the builder.

12. Windows, Ventilators :- All the windows are in Aluminium black powder coating Sliding windows with M. S. Grill. The sliding windows having white Transperent or any other colour glass (3.0 to 4 mm thick) and ventilators for latrine and bathroom shall be Aluminum with full white Transparent Glass with necessary fittings and fixtures.

PLASTER

13. Cement Plaster :- All the walls and ceiling shall be provided with cement plaster with cement mortar 1:6.

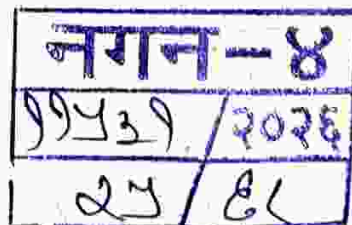
14. The external plaster shall have the combination of sponge cement plaster as per the design given by the builder.

FLOORING

15. Drawing hall, Bed Room, Study Rooms, Kitchen, Dining, Balcony and the Passage shall have off white / ivory vitrified tiled flooring (900mm X 900mm) or (600mm X 1200mm) at the rate of Rs. 40/- per Sq. Ft.

16. Whereas the latrine and bathroom shall have cast-in-situ flooring or non skied ceramic tile. The kitchen otta 4 feet., bathroom / toilet 8 feet. having off white/ coloured glazed tiles respectively.

MISCELLANEOUS ITEMS



17. Cooking platform shall be in quality black granite stone and necessary provisions to be made for Gas Cylinder (approximately 10 feet in length with steel sink)

COLOURING AND PAINTING WORK

18. All walls & Ceiling of all the rooms from inside shall be provided with Putty with off white/ Ivory colour, dry distemper. Good Quality Paint will be provided from the outer side of flat.

19. All doors, windows, ventilators, shall be given single coat of primer and two coats of good quality oil paint (door off white), M.S. Grill, Ventilators (Black Colour).

SANITORY AND PLUMBING WORK

20. Toilet shall have white western pattern with provision of flushing system (one in each toilet). Jaguar, Parry ware, Arc, Johnson Pedder Or equivalent in Three Bedroom flat.

21. The one white wash basin with all necessary fittings shall be provided in each toilet.

22. The water supply shall be through $\frac{1}{2}$ " G. I. Pipe except for downward connections and the number of taps shall be as under :-

- | | |
|---------------------|---|
| 1) Latrine | - 1 No. tap from o/h water tank. |
| 2) Bathroom | - 1 No. tap from o/h water tank
three in one system. |
| 3) Bathroom | - 1 No. shower from o/h water tank |
| 4) Basin | - 1 No. tap from o/h water tank. |
| 5) Sink in Kitchen | - 1 No. tap from water tank. |
| 6) Sink in Kitchen | - 1 No. tap from o/h water tank. |
| 7) Washing Platform | - 1 No. tap from o/h water tank. |

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ELECTRIFICATION

23. All wiring shall be concealed and shall be upto meter board only. The distribution of the electric points shall be as under. Switches and switch box shall be of quality make.

- | | |
|-----------------------------|--|
| 1) Drawing room | - Two Junction Box, Two Light Points, One Plug Point, One Bell at the entrance space, One cable T. V. point and one AC Point |
| 2) Bed room / study room | - One Fan Point, two light Point, one plug point. |
| 3) Latrine/Bathroom Passage | - One Light Point each, Geyser Point in bathroom. (Power Point) |
| 4) Kitchen | - One Light Point, One Fan Point, Two plug point, on Point for Grinder / Mixer. |
| 5) Balconies | - One Light Point in each balcony. |

24. STAIRCASE :- A common staircase for all the flat purchaser shall be provided.

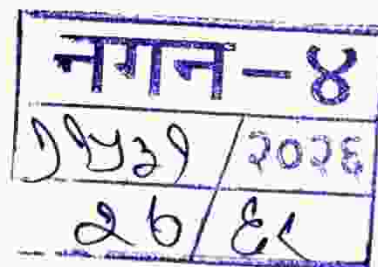
25. The Builder being the qualified Engineer the entire work shall be carried out under his instructions and supervision and his decision shall be final and binding on the Purchaser.

26. The plot shall have compound wall from all side with 10 feet Gate.

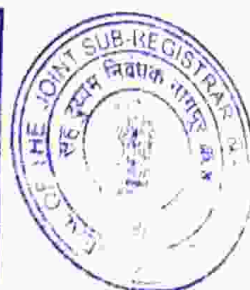
27. LIFT :- Four No. 8 (Eight) Passenger Lift with Battery backup system.

SCHEDULE – "D" ABOVE REFERRED TO FLOOR PLAN

(Attached herewith)

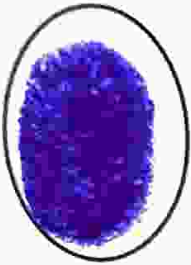


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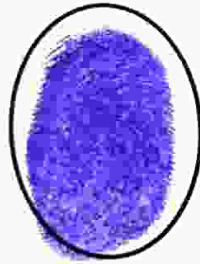


IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

Drafted by : - Shri. Avinash M. Tarpe.

SL. NO	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			 (AVINASH MANOHARRAO TARPE) Authorised Partner of M/s. Maharshee Builders <u>VENDOR</u>
02			 (MRS. DURVANSHEE DEEPAK SEWAIWAR) <u>PURCHASER</u>

WITNESSES :



1) 
 (Kunal Veichya)



(2) 
 (Piyush R. Chavhan)

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 २९/६८

