

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE & EXECUTED AT PUNE ON DAY OF
IN THE YEAR**

BETWEEN

M/S. V.B. WANI & COMPANY

PAN : AATFV7328K

Having Its Office at:

Flat No.2 , Shree Ganesh Apt Sec no.6 , Plot No. 94, Pune – 412 105.

Through it's Partner ,

MR. VASANT BALAJI WANI

Age 79

2674/13 Gade Building Near Lewa Boarding , Jilhha Peth , Jalgaon -425001.

PAN: AACPW3059K

Hereinafter called as the **“OWNER/PROMOTER/DEVELOPER / PARTNERS ”**, (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Partnership firm, its present partners, and person/s who may be admitted as partner/s of the said firm on reconstitution of the said Firm, and on dissolution of the said firm, the rights and obligations under this Agreement to whom will be allotted and partner/s's heirs, executors, administrators and assigns but does not include the person who ceases to be the partner of the said firm and their heirs, executors, administrators and assignees, etc.)

PARTY OF THE FIRST PART

AND

MRS.

AGE

PAN NO:

AADHAR NO:

MR.

AGE , OCCUPATION:

PAN NO:

AADHAR NO:

RESIDENCE AT:

CONTACT NO: (+91)

Hereinafter called as the“**UNIT PURCHASER/S**”(which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/her/their respective heirs, successors, survivors, executors, administrators and assigns, etc)

PARTY OF THE SECOND PART

WHEREAS the properties (said building/s has/have been constructed and in which the subject matter of this Agreement i.e. Unit has been situated,) i.e.

Plot No. 1 admeasuring 292 Sq.Mtrs out of Survey No. 486/2 A of Mehrun which has given C.T.S. No. 6900 admeasuring 395.00 Sq Mtrs within the limit of Jalgaon City Muncipal Corporation Jangalon , Tal & Dist. Jalgaon.

Property : All the piece of land bearing Plot No. 1 admeasuring 292 Sq. Mtrs out of Survey No. 486/ 2A of Mehrun which has given C.T.S. No. 6900 admeasuring 395.00 Sq. Mtrs. Within the limits of Jalgaon City Muncipal Corporation Jalgaon, Tal & Dist. Jalgaon . The said plot is bounded as under :-

On or towards East - Road

On or towards West - Plot No. 2

On or towards North - Plot No. 6

On or towards South - Road

Property mentioned in the above paragraph total area admeasuring 395 Sq. Mtrs

History of the Property :-

Before 1984 the said Survey No. 486/ 2A admeasuring OH -88R of Mehrun Tal & Dist . Jalgaon was owned and possessed by Raghunath Gambhir Gade.

The Hon`ble Collector Jalgaon was pleased to granted as non- agricultural permission by his order No. RB/LNA/SR/176/80 dated 30/03/1983 of Survey No. 486/2A of Mehrun , Tal & Dist. Jalgaon and M.E.No. 14604 was effected in record of rights.

The Hon`ble Asst. Director of Town Planning Jalgaon granted a layout by his order No. DV/Mehrun/3354 dated 08/12/1983 of Survey No. 486/2A of Mehrun as under:-

Survey No.	Plot No.	Area	Holder
486/2A	1	292 Sq. Mtrs	Raghunath Gambhir Gade

Therefore M.E. No. 14605 was effected in record of rights.

According to oral partition dated 11/01/1984 Raghunath Gambhir Gade and other -2 as under :-

Survey No.	Plot No.	Area	Holder
486/2A	1	292 Sq. Mtrs	Sau. Jyotsna Vasant Wani

Therefore M.E.No. 15183 was effected in record of rights.

According to application dated 26/07/1984 of Jyotsna Vasant Wani willingly transferred the said plot No.1 admeasuring 292.00 Sq. Mtrs out of Survey No. 486/2A of Mehrun , Tal. & Dist. Jalgaon to her husband name Vasant Balaji Wani . Therefore M.E. No. 15366 was effected in record of rights.

According to revised layout dated 21/12/1985 following types of admeasuring recorded as under :-

Survey No.	Plot No.	Before Area	After correct Area
486/2A	1	292.00 Sq. Mtrs.	395.00 Sq. Mtrs.

Therefore M.E. No. 17757 was in record of rights .

On 23/01/1986 Vasant Balaji Wani tranferred the said plot No. 1 admeasuring 395.00 Sq. Mtrs out of Survey No. 486/ 2A of Mehrun , Tal & Dist. Jalgaon to his wife name Sau Jyotsna Vasant Wani . Therefore M.E. No. 17712 was effected in record of rights.

The said plot No. 1 admeasuring 395.00 Sq. Mtrs. Out of Survey No. 486/2A allotted to C.T.S. No. 6900 admeasuring 333.2 Sq. Mtrs. Of Jalgaon and said entry was effected in C.T.S. extract.

The Hon'ble Superintendet land record Jalgaon was please to granted admeasuring correction by his order No. /N.Bhu/ Jalgaon /SR/163/2004 Jalgaon dated 18/12/2004 of C.T.S. No. 6900 as under :-

C. T.S No.	Before Correction Area	After Correction Area
6900	333.2 Sq. Mtrs	395.00 Sq. Mtrs.

Therefore said entry was effected in C.T.S. extract.

On 24/04/2018 Sau Jyotsna Vasant Wani at Jalgaon following are legal heirs of deceased Jyotsna Vasant Wani

- 1) Vasant Balaji Wani - Husband
- 2) Swapnita Vasant Wani - Daughter
- 3) Trupti Yogeshchandra Khare - Daughter
- 4) Prachi Parad Ghule - Daughter
- 5) Harshala Rahul Wani - Daughter

Therefore said entry was effected in C.T.S. extract.

As General power of atteronery No. 1680/2018 dated 15/05/2018 at Sub Registrat Jalgaon.

AND WHEREAS on the basis of the above said documents i.e. Sale Deeds, along with Irrevocable Power of Attorneys, TDR Agreements, Promoters/Developers/Owners i.e. **M/S. V. B. WANI & Compay through its Partners , MR. Vasant Balaji Wani OR Trupti Yogeshchandra Khare** have full & exclusive ownership and development rights to develop the said properties by constructing a multi-storied building consisting of Apartments, shops, units and the Promoters/Developers/Owners also got full right to

sell the said Apartment/s, units intending purchasers and enter into agreement/s and to receive amount of consideration from the prospective purchasers.

AND WHEREAS M/S. V.B. Wani & Company through its Partner Vasant Balaji Wani obtained permission from Collector, Revenue Branch, Jalgaon to use the land for Non-Agricultural purpose vide Order No.RB/LNA/SR/176/80 DATED 30/03/1983 of Survey No. 486/2 A of Mehrun . as per the provisions of Section 44 of Maharashtra Land Revenue Code, 1966. Thereafter again it is allowed along with adjacent lands situated in entire layout and part, parcel of entire project known, as “SAI JYOTSNAI” vide Order No. Jalgaon Municipal CORPORATION NO: TP/ BP / 0604 dated 06/09/2019 comprising of 08 residential units and 3 retail shops spread across as per sanctioned plan. However, Developer wish obtain another sanction for the same project by converting road area into DRC/purchasing additional TDR. All in all, entire project .The Developer has to register subsequent sanction under MAHARERA as different phase of the same project under same name.

Therefore in pursuance to above said layout, Promoters/Developers/Owners also entitled to complete the above said project as per above layout in phase wise manner and provided subject to rights to make revisions as per their choice, discretion, restriction time to time as per changing situations and circumstances subject to provisions of law. Promoters/Developers/Owners/ Partners are having ample powers, rights and discretion to complete and to prefer completion of its phases as per their own discretion. As per above said layout Promoters/Developers/Owners/Partners shall entitle to revise the planning of the project and complete the entire project as per their discretion and decision subject to amalgamation of adjacent plots, lands as per the said layout. But above said agreement is limited upto the Apartments/unit situated in the buildings constructed and situated in the lands mentioned in the schedule of this agreement.

AND WHEREAS the Promoters/Developers/Owners accordingly, is planning to develop the said Land in various phases by using, utilizing and consuming the Floor Area Ratio/Floor Space Index (“FAR/ FSI”) originating from the physical area thereof, so also availing of the additional such FAR/FSI either by way of Transferable Development Rights (TDR) and/or floating FAR/FSI and/or otherwise. As well as the Promoters/Developers/Owners has also willing to complete the project by amalgamating above said land portion with adjacent lands and therefore entire project might be completed in phases and after utilizing all the benefits and Floor Area Ratio/Floor Space Index (“FAR/ FSI”) originating from the physical area of all the lands including this land. In that situation, the Purchaser/s shall not entitle to raise any objection, claim, and compensation under whatsoever head from the Owner/Promoters./ Partners Due to entire undivided and inseperable land underneath

all buildings/wings along with structures of basements and Podiums constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseperable land underneath all buildings jointly or otherwise within three months from the date on which the Apex Body or Federation is registered or, as the case may be, the association of the allottees is duly constituted or within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout whichever is earlier.

AND WHEREAS the Purchaser/s herein, do hereby accord his/her/their free and not blanket consent to the Promoters/Developers/Owners to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *etcetera* in the sanctioned plans and/or layout of the said Land/s (Described in SCHEDULE written herein above) and/or building/s and/or structures on the said Lands. The Purchaser/s herein, further accord his/her/their Irrevocable “No Objection” to the Jalgaon Municipal Corporation, Jalgaon accordingly to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *et cetera* in the sanctioned plans and/or layout of the said Land/s as may be submitted by the Promoters/Developers/Owners time to time, by execution of this agreement. It is essence of the contract and above said irrevocable permission shall not be read and interpreted as blanket consent. However, the construction, location of the above said Apartment/Unit agreed to be purchased by the purchaser/s shall not be adversely affected. Hereinafter no separate consent and/or no objection will be required for the same by the Apartment/Unit Purcahsers and/or proposed association, society of the Apartment/unit purchasers of the saie entire project till the completion of the project in entire aspect and phase wise. It is essence of this agreement.

AND WHEREAS at present FSI consumable is 596.43 Sq. Mtrs. for above said land mentioned in Schedule as well as additional FSI which is generated from adjacent lands and may be consumable on the above lands and future FSI/TDR will be sanctioned and/or available shall be exclusively belong to the Promoters/Developers/Owners. As well as present sanctioned layout and plans are verified by Apartment/Unit Purchaser/s as well as future projection/s, revisions, modifications, alterations in present sanctioned layout and plans are also shown to the Apartment/Unit Purchaser/s. Due to this reasons and/or grounds, the Apartment/Unit Purchaser/s shall not entitle to take and/or raise any objection, litigation, dispute etc. against the Owner/Promoters and shall to indemnify them for the loss if any.

AND WHEREAS the Promoters/Developers/Owners / Partners has entitled to commence construction of a residential/commercial project known as “**SAI JYOTSNAI**” on the said property along with adjacent properties as per the layout in accordance with the aforesaid orders and permissions.

AND WHEREAS the Promoters/Developers/Owners /Partners herein has appointed **MR.Nitin Pargaonkar as** Architects,Having Office N 3 Associates , 35, Nandavan Colony , Near Gan Gopi Apartement , Jalgaon , Pin 425 001 .as its Architect and **MR Mohit Patil & Sagar Bhavsar** Having Office at Plot No. 3 , Shivram Nagar Jalgaon 425 001.as its Structural Engineers for the building/s which is under construction on the said land/said properties. The Promoters/Developers/Owners / Partners herein has reserved right to change aforesaid Architects and Structural Engineers before the completion of the building/s, entire project. ThePromoters/Developers/Owners/ Partners accordingly, has commenced the development of the said Land and construction of the building/s comprising of independent blocks for residence and other units thereOn, under the supervision of **MR.Nitin Pargaonkar as** Architects,Having Office N 3 Associates , 35, Nandavan Colony , Near Gan Gopi Apartement , Jalgaon , Pin 425 001,of the architects, registered with the Council of Architects and appointed by the Promoters/Developers/Owners /Partners for the project, which has drawn the plans for amalgamation, building layout and the construction of the building on the said Land. Structural Engineer **MR.Nitin Pargaonkar as** Architects,Having Office N 3 Associates , 35, Nandavan Colony , Near Gan Gopi Apartement , Jalgaon , Pin 425 001 appointed by the Promoters/Developers/Owners/Partners , who have drawn the drawings for structure of the building/s being constructed on the said Land.Jalgaon Municipal Corporation has sanctioned the building plans as well as the layout of the building/s which is under construction on the said lands and which plan/s will have to be renewed or revised from time to time by the Promoters/Developers/Owners if necessary and deems fit and proper as per their convenience.

AND WHEREAS the Apartment/Unit Purchaser/s herein has/have demanded from the Promoters/Developers/Owners and the Promoters/Developers/Ownershas given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters/Developers/Owners and such other documents as are specified under Maharashtra Ownership Apartments (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharasthra Rules 2017 and regulataions (Hereinafter referred to as "**THE SAID ACTS**")and rules made there under.

AND WHEREAS the copy of the Certificate of the Title issued by the Advocate of the Owner/Promoters/ Partners , 7/12 Extracts of lands showing the nature of the title of the owners of the said lands, N.A. Order No. S. R. /176/80 dated 30/03/1980, Commencement Certificate, the copy of the floor plans, details of the tenement and specifications as agreed to be provided and other relevant documents are annexed hereto.

AND WHERE AS after the enquiry of Apartment/Unit Purchaser/s, the Promoters/Developers/Owners herein has requested to the Apartment/Unit Purchaser/s to carry out independent search by appointing their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the Promoters/Developers/Owners herein. The Apartment/Unit Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title of the owners of the said land and interested parties therein and further rights and authorities of the Promoters/Developers/Owners herein thereafter he/she/they has/have agreed to purchase the residential/commercial tenement which is more particularly described herein and show on the plan annexed hereto (Hereinafter referred to or called as "**THE SAID ACCOMMODATION/UNIT**").

AND WHERE AS the Promoters/Developers/Owners / Partners herein has agreed to provide amenities in the said Accommodation, which are more particularly described hereto in SCHEDULE 4.

AND WHEREAS the Apartment/Unit Purchaser/s herein is/are aware of the fact that the Promoters/Developers/Owners/ Partners herein has entered or will enter into similar or separate Agreements with several other person/s and party/parties in respect of the other Apartment/s, residential tenement/s, unit/setc.

AND WHEREAS the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

AND WHEREAS the Apartment/Unit Purchaser/s desired to purchase a "**Residential**" being constructed on the said Land, more particularly described in SCHEDULE written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said "**UNIT**"), from the Promoters/Developers/Owners, for and at the agreed price as hereinafter mentioned, subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of Maharashtra Ownership Apartments (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations (Hereinafter referred to as "**THE SAID ACTS**") and rules made there under:

AND WHEREAS relying on the Purchaser representations and the assurances and subject to the terms and conditions mentioned in this agreement the Promoters herein has agreed to sell and the Purchaser herein agreed to purchase a Apartment/unit in the said Scheme (Described in **Schedule II** hereunder and is more particularly shown delineated and demarcated in red colour in **Annexure B** annexed hereto), at or for mutually concluded and agreed lump sum consideration as detailed hereunder excluding expenses for stamp duty, registration fees, GST, Service Tax, VAT, charges payable by allottee to Real Estate Regulatory Authority or any other taxes levied which

shall be paid by purchaser/s separately in respect of the subject matter of this agreement. The sale of the said Apartment is on the basis of carpet area only. The Purchaser/s is/are aware that due to skirting and variation in plaster, the carpet area may be varies. The variation may be approximately three percent. The Purchaser/s consent for the same and is/are aware that the consideration being lump sum will not change. The Promoter has agreed to provide the amenities, common areas, facilities internal development Works and external Development Works in the said project which are more particularly described in the Schedule V written hereunder. The purchaser/s agrees not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

AND WHEREAS the purchaser/s is/are also further given to understand that:

- (a) Present Agreement is being executed under the provisions of Maharashtra Ownership Apartments (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulataions (Hereinafter referred to as "**THE SAID ACTS**") and rules made there under. Promoters have registered the said Project under RERA with Real Estate Regulatory Authority under the said Act with Reg No.:
- (b) Promoters / Partners have already disclosed the plans, layout, arrangements of Internal and External Development works, specifications and amenities to the purchaser/s, herein;
- (c) Promoters / Partners have also provided with the Schedule of work progress and stages and mode if payment of installments to the purchaser/s;
- (d) Promoters have also provided the details of other services being provided and the charges against the same and further that the said charges shall be deposited a separate account and shall be utilized for the same;
- (e) Promoters are not selling any parking space either covered or unenclosed however the purchasers shall by their mutual consent allocate the parking spaces at their convenience;
- (f) Purchaser/s has/have verified that the carpet area and the areas of attached balcony, attached terrace have been mentioned separately in the agreement;
- (g) The price of the Apartment agreed hereunder is on lumpsum basis and separate price for carpet area, balcony, terrace etc. are not defined;
- (h) Purchaser/s has/have not been induced by any misrepresentation, advertisement, brochure to purchase the said Apartment;
- (i) Purchaser/s has/have not been assured any concession, grant etc;
- (j) Purchaser/s shall extend all the co-operation to the promoter to register the project with RERA and shall also pay necessary fees and contributions payable by

allottee/purchaser/s to RERA by the proposed Rules and Regulations under RERA if any;

- (k) That the project **“SAI JYOTSNAI ”**is a stand alone project of the buildings in different phases as defined in Schedule I here under and also specifically in this agreement as per the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulataions (Hereinafter referred to as **"THE SAID ACT"**) and rules made there under and there shall be association of allottees in form of Apex Body or Federation or single society of all the buildings in all the phases of the entire project **“SAI JYOTSNAI”** after getting occupancy/completion certificate of last building of the entire layout sanctioned as contemplated by provisions of Maharashtra Co-operatrive Society Act;
- (l) Promoters have not received/ demanded more than 10% of the total price of the Apartment before present agreement;
- (m) If required the purchaser/s and the promoter shall execute necessary Supplement/ Addendum to present Agreement to suit the requirements of provisions RERA to be applied from time to time. It is the essence of the contract.

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANT:

Notwithstanding anything contained anywhere in this Agreement, the Apartment/Unit Purchaser/s hereby declare, confirm and agree that,

- (a) The Promoters/Developers/Owners/ Partners has reserved all its rights and discretion to amalgamate and/or sub-divide the said Land and/or any other abutting/adjoining piece of land or otherwise, for which, the Apartment/Unit Purchaser/s hereby accorded his/her/their irrevocable consent and no objection to the Promoters/Developers/Owners under whatsoever reasons and grounds till the completion of entire project in all aspects and usufruct, consume all the benefits of all the lands by the Promoters/Developers/Owners in all aspects including consuming present and future FAR/FSI, TDR till the complete of entire project in phase wise if any,
- (b) The Promoters/Developers/Owners/ Partners has also reserved all its rights and discretion to use, utilize and consume the Floor Area Ratio/Floor Space Index (“FAR/ FSI”) originating from the physical area of the said Land and/or such other adjoining/abutting pieces of land to which the Promoters/Developers/Owners may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoters/Developers/Owners/ Partners,
- (c) The Promoters/Developers/Owners/ Partners has further reserved all its rights and discretion to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Rights (“TDR”) or otherwise by whatever name called, as

may be permissible under the concerned rules and regulations at present as well as in future till the complete of entire project in all aspects,

- (d) The Promoters/Developers/Owners has also reserved all its rights and discretion to develop the said Land or any other land adjoining and/or abutting thereto to which the Promoters/Developers/Owners/ Partners may be entitled to, by amalgamation and/or sub-division thereof, in phases, during the period of which the Purchaser shall not raise nor shall be entitled raise any objection *inter alia* on the ground of nuisance, annoyance, inconvenience, noise et cetera,
- (e) The Promoters/Developers/Owners/Partners has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer and appropriate the proceeds thereof to itself, or (ii) to surrender the amenity space to the concerned government/planning authority and claim, avail, use, utilize and consume the FAR/FSI granted in lieu thereof, on the said Land for construction of and/or addition to the building/s being constructed thereon, as is permissible under the amended Development Control Regulations and any relevant provisions of the law concerning to the subject matter time to time subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulataions and rules made there under.
- (f) The Promoters/Developers/Owners/Partners has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned rules, regulations and provisions of law time to time till the completion of entire project in all aspects subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulataions and rules made there under.
- (g) The Promoters/Developers/Owners/ Partners has reserved rights and discretion to acquire, develop and dispose of and/or cause to be acequired, developed and disposed of any of the adjoining pieces of land independently of the said Land, for which the Promoters/Developers/Owners/Partners shall have right to provide as easement and/or otherwise the right to access through the internal roads of the said Land and/or through marginal open space thereof, for which the Apartment/Unit Purchaser/s herein has/have accorded his/her/their/its irrevocable consent, subject to terms and conditions of the development agreements if any.
- (h) If the Promoters/Developers/Owners/partners shall be entitle and has reserved rights to develop one or more exclusive residential, commercial building/s on some portions of the said Land as may be sanctioned by the concerned authorities, apart from convenient shopping in the residential buildings, and either to retain for itself and/or dispose the same of, for which the Apartment/Unit Purchaser/s herein has/have accorded his/her/their/its irrevocable consent and 'No Objection' by execution of this agreement,

- (i) The Promoters/Developers/Owners/Partners shall be entitled to compensation from the Apartment/Unit Purchaser/s in case any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FAR/FSI for any building/s thereon, by, through and on behalf of the Apartment/Unit Purchaser/s, without prejudice to the rights of the Promoters/Developers/Owners/Partners to terminate this agreement on such obstruction or impediment raised by the Apartment/Unit Purchaser/s.
- (j) By virtue of necessary and relevant permissions, licenses, clearances under the provisions of different prevailing laws; Promoters/Developers/Owners/Partners has given undertakings, bonds etc. for the compliances of the terms and conditions mentioned in the concerned permissions, licenses, clearances. Therefore Apartment/Unit Purchaser/s and/or their assignees, nominees, representatives, proposed body of Apartment/Unit Purchaser/s shall be bound to make and fulfill all the necessary obligations and terms, conditions enumerated in those permissions, licenses, clearances as Apartment/Unit Purchaser/s in the above said project. In case any Apartment/Unit Purchaser/s knowingly and/or unknowingly neglected, refused and avoided to perform same and any penalty, loss, compensation, fine will be required to pay by Promoters/Developers/Owners/Partners to the concerned authorities then such amount of penalty, loss, compensation, fine along with any interest thereon shall to be recovered from concerned person/s by the Promoters/Developers/Owners/Partners in addition to rights available by execution of this agreement.

These are the essence of this agreement and these terms and conditions are never be read and interpreted as blanket permission but it shall always be presumed as the free and fair consent of the Purchaser/s. Under any facts and circumstances of whatsoever nature, the Purchaser/s shall not be entitled to revoke and/cancel the same.

2. AGREEMENT:

The Purchaser/s has/have agreed to purchase from the Promoters/Developers/Owners/Partners have agreed to sell to the Purchaser/s the APARTMENT/SHOP/UNIT as described in Schedule II hereunder in the said Scheme **“SAI JYOTSNAI ”**, (which APARTMENT/APARTMENT/SHOP/UNIT is more particularly described in the (described in SCHEDULE 3 and delineated in the floor map annexed hereto), at and for the total consideration price of **Rs – /- (In Words Rupees :- /-)** including the proportionate price of the above referred common areas and facilities. Said price is finalized at the lump sum basis. The Sale of the said Apartment is on the basis of carpet area only. The purchaser is aware that due to the skirting and variation

in plaster, the carpet area varies. The variation may be approximately five percent. The purchaser consents for the same and is aware that the consideration being lump sum will not change. Payment has to be made by Account payee Cheque/Demand Draft/Pay Order/RTGS/NEFT in the name of **V .B. Wani & Company** The nature, extent and description of the common areas and facilities, internal works of development and external works of Development are more specifically described hereunder in Schedule IV and the Promoter has agreed to provide specifications in the said Apartment which are more particularly described in the Schedule IV hereto. There is no sale of any car park area and all the purchasers shall mutually allocate the parking lots and all the matters concerning the same shall be dealt with by the organization of unit holders in the scheme.

2.1) Manner of Payment:

- (a)The APARTMENT/SHOP/UNIT purchaser/s has/have by way of earnest money paid to the Promoter a not more than 10% out of total consideration amount prior to the execution of this Agreement.
- b) That the APARTMENT/SHOP/UNIT purchaser/s shall pay the above mentioned consideration amount in the following manner:

<u>Consideration Amount</u>	<u>Particulars</u>
	Booking Amount
	At the time of Agreement
	At the time of footing
	At the time of Plinth
	On completion of 1 st Slab
	On completion of 3 rd Slab
	On completion of 5 th Slab
	On completion of RCC
	On completion of Brickwork

	On completion of flooring
	On completion of plumbing
	Possession
Total: /- (Consideration Cost OF UNIT)	100%

NOTE - Purchaser/s Shall pay Stamp Duty and Registration Fees 4 working Before registration of Agreement Separately.

After Registration of the said Agreement Purchaser/s Shall pay A DISCOUNTED GST Amount 1% AS PER RECCOMANDATIONS OF 33rd GST COUNCIL MEETING HELD AND TO BE IMPLEMENTED FROM 1ST APRIL 2019. ANY FUTURRE CLAIM ON GST WITH REGARDS TO SAID UNIT TOWARDS AMOUNT/PENALTY DUE TO NON-ELEGIBILITY OF BUYER FOR CLSS/OR BY ANY GOVERNMENT CRITERIA WIIL BE BOURNE BY BUYER IN COMPLETE MANNER. ANY REVISION IN GST AMOUNT by GOVERNMENT/SEMI GOVERNMENT AUTHORITIES WILL BE BOURNE BY THE PURCHASER(S), TIME TO TIME UNTIL THE EXISTENACE OF THIS AGREEMENT.

It is made clear agreed by and between the parties hereto that the promoters shall not be bound follow, chronological order of any of the stages of the above said stages/installments and that the promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/s agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The construction of the said Apartment is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s shall make all the payments to the Promoter by Demand Drafts only by local cheques. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/have committed breach of this agreement and the promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoters/Developers/Owners/Partners to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest @ 18% per annum with monthly rests on all amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall be construed as con donation by Promoter on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Purchaser/s has/have agreed to pay the same before possession of the said Apartment.

It is expressly given to understand to the purchaser/s that though the said Scheme as described in Schedule hereunder initially comprises of Building the promoters have already planned to implement the scheme upon the said Entire Property and adjacent properties by development and sale of units, spaces, facilities and amenities etc. The purchaser/s of units in Schedule I Property and the purchasers of other building upon the Entire Property shall be having all the common rights, title and interests to common spaces, amenities, facilities, internal roads etc.

As well as it is agreed by the purchaser/s that the promoters shall be entitled to shift the locations of the reservations, spaces, gardens, amenities, Transformer etc. to hand over the areas under reservation, compensation in form of TDR, FSI and shall be entitled to utilize the said FSI/TDR upon the Scheduled Property or any other part of the said Entire Property. There shall always be the encumbrance of the rights and interests of the promoters in respect of the entire balance areas, spaces, rights and benefits except the unit agreed to be sold to the purchaser/s by this agreement.

2.2) Interest on Amount Due:

Without prejudice to the rights of the Promoters/Developers/Owners/Partners to terminate this Agreement for default in payments, the APARTMENT/SHOP/UNIT Purchaser/s agree/s to pay to the Promoters, interest of State Bank of India + 2%, on all the amounts which become due and payable by the Purchaser/S to the Promoters/Developers/Owners/Partners ,under the terms of this agreement from the date of amount becoming payable till it's actual realization.

2.3) Default in payment:

On the Purchaser committing default in payment on due dates of any one installment due and payable under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchaser/S committing breach of any one of the terms and conditions herein contained the Promoter, shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination here in before contained shall not be exercised by the Promoters/Developers/Owners/Partners, unless and until the Promoters shall have given to the Purchaser 15 days prior notice in writing of their intention to terminate this agreement stating the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/S in remedying such breach within the time of maximum 15 days.

Provided further that upon termination of this agreement as aforesaid, the Promoters shall simultaneously carry out the new booking of the said APARTMENT and after deducting **100%** of the amount paid, towards damages, compensation. Even if the said APARTMENT is re-booked by a new Purchaser, there will be no money claim of the erstwhile purchaser from/against the promoters. Also, the erstwhile Purchaser shall not have any claim whatsoever upon the Said APARTMENT itself or against the Promoters, in any manner.

It is hereby agreed upon by the parties that in the event of termination of present agreement it shall be obligatory upon the purchaser/S to confirm the cancellation of present agreement. However, in the event of purchaser/s failing to return the original of this agreement and to confirm/acknowledge the cancellation/termination then the Promoters/Developers/Owners/Partners shall the claim for confirmation of cancellation of agreement with Arbitrator i.e. Architect of the Scheme. Promoters/Developers/Owners/Partners shall be entitled to carry out another booking of the Apartment.

2.4) Incidental Payments:

That over and above the price of the said Apartment, incidental taxes and the purchaser/s shall pay following amount –

Stamp duty, Registration Charges and incidental expenses of the registration of this agreement and/or the conveyance as the case may be shall be borne and paid by the Purchaser/s separately.

Except the amount of balance maintenance, if any, and the share money, no other amount, expenses shall be transferred to the proposed society/ apartment condominium and this condition shall be the essence of this contract. Non-payment of amounts mentioned here in above shall invoke termination of this agreement as mentioned here in above.

- A. The installments of the amount agreed to be paid and payable by the Apartment/Unit Purchaser/s to the Promoters/Developers/Owners/Partners as mentioned Point no. 2.1 shall always be the essence of this agreement.

- B. In case of default committed by the Apartment/Unit Purchaser/s due to any reasons and facts of whatsoever nature, in payment of the agreed price, installment/s or any other amount, as and within the time agreed to herein, the Promoters/Developers/Owners shall be entitled to claim interest @ 18% per annum from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoters/Developers/Owners/Partners in terms of this agreement and/or otherwise as per the provisions of law.
- C. Within 15 days after notice in writing is given by the Promoters/Developers/Owners/Partners to the Apartment/Unit Purchaser/s that the Apartment is ready for the use and occupation, the Apartment Purchaser/s shall be liable to bear and pay proportionate share (i.e. in proportion to the floor area of the Apartment/Unit s or in lump-sum monthly amount) of outgoings in respect of the said land and building/buildings namely local taxes, 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 said land and buildings. The Association shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Govt. security and utilize the interest thereof for meeting the said expenses falling to the share of the Purchaser. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the association and credited to the suspense account of the Association and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Apartment/Unit Purchaser/s to the Association. In the latter event Association shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Apartment/Unit by the Purchaser/s (with prior permission of the Promoter or Association as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Purchaser/s or persons claiming through him/her/their shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable.
- D. The Promoters/Developers/Owners/Partners at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Purchaser/s and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Purchaser/s after occupying the Apartment/unit agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartment/unsold apartments. The Purchaser/s herein agrees

to the above fact and hence agrees that he/she/they will not demand account therefore till the entire scheme is complete and maintenance is handed over to the association.

E.

2.5) Additional Amounts payable in respect of SAID APARTMENT to be paid by the Purchaser/s alone:

- A) The purchaser/s hereby agrees to pay directly, and/ or to reimburse the Developers for the payments made/ to be made towards the GST, Sales Tax, Works Contract Tax Act, and such other assessments levies imposed or recovered by the Concerned Authorities as per the laws in force today or those may become enforceable and payable at any time in future in respect of purchase of SAID APARTMENT and the proportionate land in respect of the SAID APARTMENT.
- B) That the purchaser has/ have undertaken to pay the applicable service tax and VAT, including EXISTING GST along with other taxes if any at present or to be levied on the present transaction, irrespective of the legal obligation (either on the promoter or the purchaser) towards the same.

3. CONSTRUCTION:

- (a) The Promoters/Developers/Owners/Partners shall complete the construction of the said Unit in accordance with the sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/enumerated in the SCHEDULE 4 written herein (the said “**SPECIFICATIONS**”, for short), (ii) the additional FAR/FSI granted in lieu of surrender of the area out of the said Land for road or road widening, (iii) the additional FAR/FSI relating to the said Land in lieu of any incident/s and/or change in any rules and regulations.
- (b) The Purchaser hereby, granted his/her/their consent for change/ modification/ alteration of and in the layout of the said Land including amalgamation and/or sub-division thereof, of the plans of the building/s, (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the additional FAR/FSI for construction of the building on the said Land and/or adding the construction thereto, without adversely affecting the construction of the said Unit as agreed to be purchased by the Purchaser. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately up to 3% .The Purchaser consents for the same and is aware that the consideration being lump sum will not change due to said reasons and grounds.
- (c) The Promoters/Developers/Owners/Partners shall have preferential/pre-emptory right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/regulation/enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Land, to which the Purchaser hereby

agrees and shall always be deemed to have agreed. Separate consent and permission of the Purchaser shall not be required in future also for the same and execution of this agreement itself shall to be presumed as permission for the same.

- (d) Subject to the right to revise and of revision of layout, and/or sub-division, and/or the plans for construction of the building/s on the said Land by the Promoter, as hereinbefore agreed, the Promoter anywhere else has utilized no part of the said FAR/FSI.
- (e) The Promoters/Developers/Owners/Partners shall complete the construction of the said Unit as agreed to herein on or before **31ST DECEMBER, 2024** and shall deliver possession thereof, to the Purchaser, on issuance of completion certificate by the concerned planning authority if any or after given certificate by the Architect.
- (f) It is agreed between the parties hereto that if the Promoters/Developers/Owners/Partners fail to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 3(e) here in above, or if, the Promoters/Developers/Owners/Partners and/or their Agents for reasons beyond their control, are unable to give possession of the said Apartment/Unit by the said date and after a period of three months if those reasons still exist, then in such case, the Promoters/Developers/Owners shall, without prejudice to their rights reserved hereunder and at the option of the Promoters/Developers/Owners/Partners refund the amounts already received by them in respect of the said Apartment/Unit from the Purchaser/s with simple interest thereon at the rate of State Bank of India +2% per annum from the date they received the same till the date the amounts and interest thereon is refunded/paid to the Apartment/Unit Purchaser/s and the said amount and interest shall be charged on the said land and construction thereon to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoters/Developers/Owners/Partners shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of building in which the Apartment/Unit is to be situated or the period of delay caused in completion of the construction of the said Unit on account of:
- i) *Force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - ii) Non-availability or scarcity of any building material or finishing articles including water, electricity,
 - iii) Any orders, circulars issued by any government, semi government, planning authority including changing rules and regulations of any law,
 - iv) Any prohibitory order/s from any court or authority, or
 - v) Any other reasons beyond the control of the Promoter,
 - vi) Any delay on the part of the P.C.M.C. or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Nocs / Permissions / Licenses / Connections of any service such as Electricity, Drains

and Water Connections and Meters to the said ENTIRE PROJECT under construction by the Promoters/Developers/Owners/ Partners on the said Land, or

- vii) Any other reasons beyond the control of the Promoters/Developers/Owners/ Partners, Shall not be included and shall be explicitly excluded from computation of the period of completion of the said Unit and delivery of possession thereof to the Apartment/Unit Purchaser/s. Due to any and/or more than one reasons mentioned here in before if date of possession will be delayed the Apartment/Unit Purchaser/s shall not entitle to claim any compensation, damages etc. under any reasons and grounds of whatsoever nature.

4. **POSSESSION:**

- (a) The Promoters/Developers/Owners/Partners herein is developing the said land which consists of various phases having common amenities like Club House, Landscape garden ect.the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said Land. The Promoter, assure to hand over possession of the said common amenities on or before **31STDECEMBER 2024**. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.
- (b) The Purchaser shall take possession of the said Unit within 15 (Fifteen) days of the Promoters/Developers/Owners/Partners giving written intimation to the Purchaser intimating completion of the construction of the said Unit.
- (c) At the time of delivery of possession of the said Unit, the Purchaser shall also execute such other documents such as possession receipt, declaration, indemnity bond *et cetera*, as might be required by the Promoters/Developers/Owners/Partners
- (d) Within 5 years, from the date of handing over of possession of the said Unit to the Purchaser, if any structural defect in the construction of the said Unit/building is found out to have been done or caused by the Promoters/Developers/Owners/Partners.
- (e) the Promoters/Developers/Owners/Partners wherever possible, shall be bound to rectify/ remove/ alter/ remedy the same, at the cost of the Promoter. Provided that if the Purchaser has done any acts, things and deeds, which may causing said defect then the Promoter should not be responsible for the same.
- (f) Under no circumstances the Purchaser shall be entitled to get possession of the said Unit, unless the Purchaser shall have paid the entire consideration and other money payable by the Purchaser under this agreement to the Promoters/Developers/Owners/Partners and/or money payable to any concerned

authority under any concerned statute relating to the subject matter of this agreement.

- (g) Due to change, amendment, new enactment, interpretation of any existing provisions of law by competent court of law, of any rules, regulations, provisions of any law, if any additional amount than as mentioned in this agreement will be receivable from the Purchaser relating to this subject matter then it shall to be payable by the Purchaser. The Purchaser shall to keep indemnified to the Promoter from the same and even after handover of possession of the unit to the Purchaser, if concerned authority has claimed the same from the Promoter then the Promoter shall have right to recover the same from the Purchaser along with interest, cost and expenses for the same. It is also essence of this agreement.
- (h) As well as due to change in rules, regulations, provisions of law if plans shall to be revised, modified by the Promoters/Developers/Owners/Partners and due to that reasons if Parking to be allotted for exclusive use of the Purchaser will not be available as per this agreement, then the Purchaser shall not entitle to raise objection and claim compensation for the same.
- (i) The Promoters/Developers/Owners/Partners shall be entitled to grant exclusive use, occupation and enjoyment of any part of the said land which remains un-built upon (and which is not by virtue of its location inherently a common area) to one or more of the Apartment /Unit purchasers to be used as a garden or sit-out or for any other permissible user. The Promoters/Developers/Owners/Partners shall also be entitled to grant the exclusive right of use of the parking spaces in the said building proposed to be constructed by it on the said land and use of the terraces to the prospective purchasers of Apartments/Units therein. Such terraces, open spaces or garden areas and parking spaces, the exclusive use, occupation and enjoyment of which have been granted by the Promoters/Developers/Owners as aforesaid shall constitute restricted common areas and facilities as contemplated under the Maharashtra Ownership Apartments Act, 1963 and/or The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules there under.
- (j) The Promoters/Developers/Owners/Partners shall be entitled to grant such exclusive right of user of such terraces/Open spaces and parking spaces at or for such consideration or without consideration over and above the sale/purchase price of the Apartment/Unit as the Promoters/Developers/Owners/Partners may deem fit and proper. All such terraces/open spaces/parking spaces the exclusive right of user whereof shall be granted by the Promoters/Developers/Owners/Partners to one or more of the Apartment/Unit Purchasers of Apartments/Units shall cease to be common areas of the entire project and shall be deemed to be "Restricted Common Areas" within the meaning of the Maharashtra Ownership Apartments Act, 1963 and/or The Maharashtra Real Estate (Regulation and Development) Act, 2016 with

rules made there under. Before execution hereof, the Apartment/Unit Purchaser/s has/have been provided with details of the exclusive right of user of certain terraces/garden/open spaces/parking spaces already granted/agreed to be granted by the Promoters/Developers/Owners/Partners in the said project prior to the date of execution hereof.

5. ORGANISATION:

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as "**SAI JYOTSNAI** " and the same shall not be changed ever by the proposed Society/Company/Purchaser ever.
- (b) The Promoters/Developers/Owners/Partners shall have discretion to form co-operative housing societies/federal Society /Apartment/ Companies/Association of person of the Apartment purchasers either on the basis of building/s and/or location of land, and/or conglomeration of buildings and/or location of pieces of land, with a federal society at the apex, comprising of all such co-operative housing societies as its members or as per the discretion of the Promoter.
- (c) The Promoters/Developers/Owners/Partners shall also be entitled and at liberty either to sub-divide or not, the said Land or any such other land to which the Promoter shall be entitled to or acquires and uses the same for the scheme, mark the use of the defined portions thereof by each such Societies.
- (d) The Purchaser/s hereby irrevocably accords his/her/their consent for the same and the decision taken by the Promoter in that regard shall be conclusive and binding upon the Purchaser.
- (e) All the decisions regarding formation of the body of the members as per the provisions of the law and its divisions if any shall always be subject to the discretion of the Promoters/Developers/Owners/Partners. As well as common amenities, portion of lands, parking facility etc. shall be finalized by the Promoters/Developers/Owners/Partners in their discretionary powers and as per the prevailing laws, situations, circumstances Promoters/Developers/Owners/Partners shall entitle to make revisions, amendments in the above said amenities, specifications. As well as it is also specifically mentioned herein that considering entire undivided or inseparable land underneath all buildings in all phases along with structures, basements and Podiums constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseparable land underneath all buildings in all the phases jointly or otherwise within three months from the date on which the Apex Body or Federation or one society is registered or, as the case may be, the association of the allottees is duly constituted or within three

months from the date of issue of occupancy certificate to the last of building in all the phases of entire layout sanctioned, whichever is earlier.

6. CONVEYANCE:

- (a) The Promoters/Developers/Owners shall to execute conveyance of the said Land and/or any other land which may be acquired by the Promoters/Developers/Owners either amalgamated with the said Land or otherwise, together with the building/s constructed thereon in favour of Co-operative Housing Society/Federal Society/Apartment/Company/Association of Person of the Apartment/Unit Purchasers after completion of the entire project in all aspects, subject to force majeure, circumstances beyond the control of the Promoters/Developers/Owners and specifically after consuming and usufruct all the benefits and utilizing present and future FAR/FSI/TDR if any till the completion of entire project in all aspects. As well as it is also specifically mentioned herein that considering entire undivided or inseparable land underneath all buildings in all phases along with structures, basements and Podiums constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseparable land underneath all buildings in all the phases jointly or otherwise within three months from the date on which the Apex Body or Federation or one society is registered or, as the case may be, the association of the allottees is duly constituted or within three months from the date of issue of occupancy certificate to the last of building in all the phases of entire layout sanctioned, whichever is earlier.
- (b) Under no circumstances, the Apartment/Unit Purchaser/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Apartment/Unit Purchaser/s either to the Promoters/Developers/Owners or to any other agencies or authorities, to be actually paid by such Apartment/Unit Purchaser/s.
- (c) All the expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Apartment/Unit Purchaser/s proportionately along with all other members, unit purchasers if any.

7. PURCHASER'S DECLARATIONS:

- (a) Promoters/Developers/Owners/Partners herein has made full and true disclosures to the Apartment/Unit Purchaser/s as to the title of the Promoters/Developers/Owners in respect of the said Land, construction of the building/s on the said Land, consumption of present and/or additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building/s on the said Land and such other matter relating thereto. Copy of this Draft agreement is already provided to Apartment/Unit Purchaser/s and Apartment/Unit Purchaser/s has/have verified and scrutinized the

title of the Promoters/Developers/Owners/Partners through his/her/their Advocate and after satisfying about the same in all aspects along with the contents of this agreement; then only they have entered into this agreement.

- (b) The Apartment/Unit Purchaser/s of Apartment/Unit agreed to be sold hereunder and all the other purchasers of Units in the said entire project to be constructed on the said land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said entire project and the said land until the Promoters/Developers/Owners declare that the project is completed and till then the rights of the Apartment/Unit Purchaser/s are confined only to the Apartment/Unit hereby agreed to be sold.
- (c) Irrespective of the possession of the Unit being given to the Purchaser/s and/or management of the said Housing Complex being given to an Ad-Hoc committee of Unit purchasers, the rights under this Clause and/or under this Agreement reserved for the Promoters/Developers/Owners for exploiting the potentiality of the said land shall subsist and shall continue to vest in the Promoters/Developers/Owners till the Documents of Transfer are executed as aforesaid and the Promoters/Developers/Owners shall be entitled to execute the Document/s of Transfer reserving such rights in the said land in favour of the Promoters/Developers/Owners/Partners as may be outstanding at the time of execution of the document/s of transfer.
- (d) It is further agreed upon and explained by the Promoters/Developers/Owners/Partners to the Purchaser/s that GST has been applicable applied on present transaction by the Government 1st July 2017 as per the Government Policy, the promoter has already Past on the Tax Rebate of GST to the Purchaser/s on the price agreed in the present Agreement i.e. the Price has already been discounted considering the set off of GST to the Promoter. This Consideration amount and the Set off mechanism have been explained to the purchaser/s by the promoter and the Purchaser/s has verified the same. Hence the consideration amount decided in this Agreement is net off GST. Therefore the Purchaser/s shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable Govt. charges including the GST for the Unit and have no objection for the Same.
- (e) The Promoters/Developers/Owners/Partners shall be entitled to make any changes in the elevation of the buildings to be constructed by it on the said land as also in the plans and specifications in respect thereof without being required to take the consent of the Apartment/Unit Purchaser/s provided however that such changes shall not materially affect the internal plan and location of the Apartment/Unit agreed to be sold hereby. The Apartment/Unit Purchaser/s and/or the Co-operative Housing Society or Association of the purchasers of the Units in the said project shall not raise any objection on any ground to the Promoters/Developers/Owners' rights reserved herein.

The Apartment/Unit Purchaser/s and/or the Co-operative Housing Society/Association of the purchasers of the Apartments/Units in the said project to be known as "**SAI JYOTSNAI**" shall not raise any objection on any ground as the Promoters/Developers/Owners/Partners rights reserved herein.

- (f) As required by the Apartment/Unit Purchaser/s the Promoters/Developers/Owners/Partners herein has furnished all information and documents to the Apartment/Unit Purchaser/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title of the Promoters/Developers/Owners/Partners to the said Land, and the rights of the Promoters/Developers/Owners/Partners to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.
- (g) Promoters/Developers/Owners/Partners herein has specifically informed to the Apartment/Unit Purchaser/s and the Apartment/Unit Purchaser/s herein is/are also well aware that the Promoters/Developers/Owners herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, facade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et crater*. The Apartment/Unit Purchaser/s or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Apartment/Unit Purchaser/s also shall not obstruct by willful act and/or omission any outlet of rain or drain or water or sewage in any manner.
- (h) The Apartment/Unit Purchaser/s herein declares that in the project, the Promoters/Developers/Owners/Partners herein are providing advance technology/amenities/material/plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety. The Promoters/Developers/Owners/Partners shall not be responsible for the misuse, mishandling of all and/or any of them and any acts, things happened due to the same to any person/s including the Apartment/Unit Purchaser/s.
- (i) The Promoters/Developers/Owners/Partners has a right to and shall install at appropriate place at its discretion, a signage of the project name "**SAI JYOTSNAI**" and at suitable place in the entrance of the building the names of the unit owners.

8. **LOAN:**

- (a) The Promoters/Developers/Owners ARE entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoters/Developers/Owners shall be entitled

to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan subject to consent of the Allottees and RERA as per the provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under.

- (b) The Purchaser hereby accorded his/her/their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (c) However, the Promoters/Developers/Owners/Partners shall keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (d) In the event of the Promoters/Developers/Owners/Partners availing such loan, the Promoter shall be entitled to call upon the Purchaser to make payment of the balance amount payable by the Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Purchaser to such lender, shall be, and shall be treated to be the payment made by the Purchaser to the Promoters/Developers/Owners/Partners.

9. TERMINATION:

- (a) In the event of Apartment/Unit Purchaser/s committing any default in payment of the price of the said Apartment/Unit and/or any other money by whatever name called, payable by the Apartment/Unit Purchaser/s under this instrument on the prescribed day and date and/or commits breach of any of the terms and conditions of this instrument, the Promoters/Developers/Owners/Partners shall be entitled to terminate this agreement, by issuing 15 (Fifteen) days prior written notice to the Falt/Unit Purchaser/s, which itself shall be, and shall be treated as the cancellation, revocation and termination of this agreement. In that situation, notice send by the Promoters/Developers/Owners at the address mentioned in the title of this agreement of the Apartment/Unit Purchaser/s shall be presumed as address for service of the notice and notice shall to be send by R.P.A.D./Courier/Email as per the discretion of the Promoters/Developers/Owners. Said notice shall to be specifically mentioned about the intentions of the Promoter to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchasers fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

- (b) On termination of this agreement, the Apartment/Unit Purchaser/s shall be entitled for **NO** refund of the amount so far till then paid by the Apartment/Unit Purchaser/s to the Promoters/Developers/Owners under this instrument (subject to adjustment and or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment/Unit which may till then have been paid by the Allottee/Apartment/Unit Purchasers to the Promoter.

Provided that if the construction of the said Apartment/Unit is completed stage wise as per the terms and conditions of this agreement; then the Promoters/Developers/Owners/Partners shall entitled to claim interest @18% p.a. on the due amount and to deduct the same from the amount which is credited with the Promoters/Developers/Owners/Partners against this agreement. It is essence of the agreement as the Promoters/Developers/Owners/Partners has availed loan for the project and shall to pay interest to concerned financial institution and on relying the assurance, promise of the Apartment/Unit Purchaser/s to perform the terms and conditions of this agreement; Promoters/Developers/Owners/Partners is completing the construction of the project.

- (c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoters/Developers/Owners/Partners against the Apartment/Unit Purchaser/s on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.
- (d) After period of the notice if the Apartment/Unit Purchaser/s failed to make payment as per the notice, then the Promoters/Developers/Owners/Partners shall entitle to sale the said unit to any third person.

OTHER CONDITIONS:

- (a) The Purchaser shall use the said Unit, only for its purposes for which the same is sanctioned by the PCMC/Town Planning Authority and Collector, Pune and/or permitted by concerned provisions of law, and for no other purposes.
- (b) The Purchaser shall maintain the said Unit at his/her own cost in good repairs and condition from the date of handover of possession of the said Unit to him.
- (c) The said Unit shall be impartibly and shall always remain as one. The Purchaser shall not subdivide and/or dispose of the same in parts.
- (d) The Purchaser shall not store in the said Unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, byelaws of the said organization, statutory or other government and local authorities. Any damage so caused by act or omission on the part of the Purchaser to the said

Unit or other Apartments including building/s in the entire project shall entirely be at the risk as to cost, consequences, damages of such Purchaser.

- (e) The Purchaser shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- (f) The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (g) The Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Land and/or the building other than designated disposal space or facilities in the building/s.
- (h) The Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the said Land.
- (i) Notwithstanding anything contained anywhere in this agreement, the Purchaser shall not:
 - Demolish or cause to be demolished the Apartment or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/windows/grills walls etc or in the Apartment or any part thereof,
 - Make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
 - Make any change in the external colour scheme of the building/ wing in which the Apartment is located,
 - Extend the said Apartment or make any external attachments to the walls of the Apartment like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment,
 - Cover, fully or partially, any terrace or other projection with any structure,
 - Use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,

- Obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- Raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- Use or permit any use of the parking space other than parking of the vehicles,
- Use the elevators, which has potentials to damage the same or its operation and to misuse the elevators.

10. MAINTENANCE, TAXES, CESS and OTHER CHARGES:

(a) On or before delivery of possession of the said Unit by the Promoters/Developers/Owners/Partners to the Purchaser or from the 15 day from receipt of the letter from the Promoters/Developers/Owners/Partners to the Purchaser to take possession of the concerned Unit, the Purchaser shall pay to the Promoter, an amount towards common maintenance, in advance FOR THE PERIOD UNTIL THE COLLECTED FUNDS EXHAUSTED as follows:

Unit	Amount
In case of residential Apartment2 BHK	25,000
In case of commercial Shop	25,000

(b) The said amount shall be used and utilized by the Promoters/Developers/Owners/Partners only for common maintenance of the building/s AND Amenities being constructed on the said Land. Also, supply of water for domestic and usage overall lies with local body and Promoter in no way liable to provide the same to purchasr(s). It is totally purchaser(s)'s responsibility to arrange for domestic as well as potable water with its risk and cost.

(c) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and if required to be effected by the Promoters/Developers/Owners/Partners, the Purchaser shall be liable to make separate contribution towards the following maintenance, as and when called upon by the Promoters/Developers/Owners/Partners.

- i) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
- ii) Property taxes of individual building/ Apartments/ common amenities etc.
- iii) Any other direct and/or indirect central and state government taxes, levies, cess etc. of the property including Apartment/unit,
- iv) Any other statutory charges, levies, taxes and duty if any.

(d) After theFUNDS ARE EXHAUSTED, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the

Promoters/Developers/Owners/Partners shall also entrust the balance remaining of the amount received from Apartment purchasers till then.

- (e) It is also clearly understood that this shall not preclude the organization from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchasers, provided the decision to that effect will be duly taken by the organization.
- (f) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organization.
- (g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment purchaser organization after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drain ages, sewage, passages, gardens or repairs thereof, the Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organization, as the case may be.
- (h) The Purchaser shall maintain at his/ her own cost the said Unit, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.
- (i) The Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Unit and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Unit whichever, is earlier.
- (j) The Purchaser/s herein is well aware that, the Central Government Of India has imposed GST on construction cost and which construction cost is to determine as provided under the aforesaid act out of the transaction for the sale of Apartment by the Promoter to the Purchaser/s under the Goods and Service Tax Act 2017 and as per the aforesaid act responsibility to pay the aforesaid tax time to time to the Central Government has been imposed on the Promoters/Developers/Owners/Partners and hence it is agreed between the Parties hereto that, the Purchaser/s shall bear and pay the aforesaid tax amount on every instalment of payment of consideration, which is mentioned in herein above in point no. 2.1 of the said Agreement to Sale.
- (k) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover

tax/ works contract tax/ GST, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser. The Promoter shall be entitled to recover the same from the Purchaser together with interest thereon @ 18% per annum, in the event of failure on the part of the Purchaser to reimburse and pay the same to the Promoter. There shall always be a charge of such amount on the said Apartment.

- (l) The Purchaser hereby, indemnifies the Promoter and the Apartment purchase organization from all such levies, cost and consequences arising therefrom.
- (m) In the event of the Promoter being constrained to pay any GST or any such levy referred to above, the Purchaser shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 18% on such amount from the Purchaser, if the Purchaser fails to reimburse the same to the Promoters/Developers/Owners/Partners immediately. There shall be a charge of such amount on the said Unit till its actual receipt by the Promoter.
- (n) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by the Purchaser.
- (o) The Purchasers have agreed to purchase the said unit from the Promoters' / Developers as an Investor as provided under Articles 5 (g-a) (ii) of Schedule I to the Bombay Stamp Act, 1958. The Purchaser shall be entitled to transfer and assign his/her/their rights and benefits under these presents to any intending Purchaser/s. The present Purchaser/s and the intending Purchaser/s both shall be entitled for the benefit of the set off of stamp duty as provided under law. The present Purchaser/s and the intending Purchaser/s, the transferee/s shall indemnify the Promoter from any action, claim, demand, in respect of Stamp Duty, difference if any, required to be paid in respect of Stamp Duty or Registration charges levied by any Government authority due to the set off obtained by the present Purchaser or Assignee under Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act, the said persons shall be solely responsible for the same.

11. **PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed be and between the parties hereto that all the Provisions contained herein and the obligation arising hereunder in respect of the said project shall equally be applicable to the enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

12. **RESERVATIONS:**

- (a) It is also understood and agreed by and between the parties hereto that the Promoters/Developers/Owners/Partners shall be at liberty to grant and allot right to exclusive use any open space for garden or parking space; under stilt or open in the marginal open space, to any unit owner in the project, and the such unit purchaser shall be entitled for exclusive use thereof. The Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.
- (b) All payments agreed to herein and otherwise required to be made by the Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Purchaser. Notwithstanding anything contained in this agreement, any act, things or deeds by the Promoters/Developers/Owners/Partners shall not be presumed as condoning the exclusive right of the termination of the agreement due to specific reason of nonpayment of any amount due to the Promoter on due date by the Purchaser. Any correction, change in the terms and conditions of this agreement shall be in writing.
- (c) The Promoters/Developers/Owners/Partners shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Apartments/units, nor the organization of the Apartment purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoters/Developers/Owners/Partners till the concerned Apartment will be sold by the Promoters/Developers/Owners/Partners, and/or from the concerned Apartment purchaser prior to the date of purchase of the concerned Apartment by him/ her/ them.
- (d) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said Land and the building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Unit hereby agreed to be sold to the Purchaser, and open spaces, parking's, lobbies *et cetera*, will remain the property of the Promoters/Developers/Owners/Partners until the said Land and the building save and except any part reserved by the Promoters/Developers/Owners/Partners, is transferred to the respective Purchasers' organization.
- (e) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter

of any breach or non-compliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

- (f) The Purchaser shall not, without the written permission of the Promoters/Developers/Owners/Partners, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Unit and any other money payable by the Purchaser under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoters/Developers/Owners/Partners, to terminate this agreement, without prejudice to any other rights, available to the Promoters/Developers/Owners/Partners under this agreement and/or other law.
- (g) The Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.
- (h) The Purchaser shall present this agreement at the Office of the concerned Sub-Registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser, the Promoters/Developers/Owners/Partners shall attend such office and admit execution thereof.
- (i) All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by certificate of posting at his/her/ their address written here in before first.

13. **MISCELLANEOUS:**

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Maharashtra Ownership Apartments Act, 1963 and The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under. If it is required to make alterations, amendments, additions and corrections to this agreement as per the provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under; then both parties shall to enter into addendum and supplementary agreement for the compliance of the same time to time. As well as this is ongoing project of the Promoter and within the stipulated period as mentioned in The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under above said project will be registered with the Authority. As well as this is ongoing project, which is registered under The Maharashtra Real Estate (Regulation and Development) Act, 2016 by certificate no. **XXXXXXXXXXXXXXXXXXXXXXXXXXXX.**

SCHEDULE OF THE PROPERTY

SCHEDULE I

A

The properties (said building/s has/have been constructed and in which the subject matter of this Agreement i.e. Unit has been situated,) i.e.

Plot No. 1 admeasuring 292 Sq.Mtrs out of Survey No. 486/2 A of Mehrun which has given C.T.S. No. 6900 admeasuring 395.00 Sq Mtrs within the limit of Jalgaon City Municipal Corporation Jangalon , Tal & Dist. Jalgaon.

Property : All the piece of land bearing Plot No. 1 admeasuring 292 Sq. Mtrs out of Survey No. 486/ 2A of Mehrun which has given C.T.S. No. 6900 admeasuring 395.00 Sq. Mtrs. Within the limits of Jalgaon City Municipal Corporation Jalgaon, Tal & Dist. Jalgaon . The said plot is bounded as under :-

On or towards East - Road

On or towards West - Plot No. 2

On or towards North - Plot No. 6

On or towards South - Road

Including all present and future F.S.I./T.D.R. if any along with right of road in the said Property. Together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto.

SCHEDULE-2

(DESCRIPTION OF THE APARTMENT/UNIT)

Apartment/ Unit	
Wing/Buidling	
Floor	
Area & Covered Parking	Carpet Area – Terrace Area – Sq.m Enclosed Balcony – Sq.m Total Carpet Area – Sq.m Covered Parking –

SCHEDULE-3

Consideration Amount	Rs.
GST Amount	Rs.
Stamp Duty and Registration Fees	Rs.
R-Off	0.00/-
Total cost	Rs.
Amount Received Details as under by:-	Rs.Received as consideration cost
	Rs.Received as stamp duty and registration fees
Total Amount Received Rs.	Rs.
Balance Amount Rs.	Rs.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED

PROMOTERS/DEVELOPERS/OWNERS:

M/S. V B WANI through its Partners , MR. VASANT BALAJI WANI		
Signature	Thumb Impression	Photo

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PARTY OF FIRST PART

UNIT PURCHASER/S:

1.	MRS.		
	Signature	Thumb Impression	Photo
2.	MR.		
	Signature	Thumb Impression	Photo

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PARTY OF SECOND PART

Witnesses	Signatures