Stamp Duty Rs.	:	
Reg. Fee Rs.	:	
Party No. 1	:	
Party No. 2	:	Anand Builders and Dev. Buldana.

|| AGREEMENT FOR SALE ||

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THIS AGREEMENT FOR SALE made & Executed on this **1'st** day of the month of **August 2017** at Buldana.

Cost Rs. .

BETWEEN

Prop. **Mr. Sumitkumar Sahebrao Sardar.**

1. M/s. Anand Builder and Developer registered principal place of business at Shivaji High School Road, Near Navjivan Hospital, Buldana.

Name of Proprietor : **Mr. Sumitkumar Sahebrao Sardar.**

Age - 39 Year, Occupation : Builder's & Developers PAN NO. - AMXPS9781K

Address- "Sarthak" Circular road Buldana.Tq.Distt. Buldana. MO. 9422181507

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Hereinafter, for the sake of brevity, referred to as “The Vendor” (Which expressicn shal!, unless it be repugriatto the meaning or context thereof, mean and include the said firm itself, each one of its partners for the time being, its nominees, successors in title and assigns.)
Party of the first Part.

2. _____ _ _____
_____ _____
_____
_____ _ _____
_____ _____
_____

Hereinafter, for the sake of brevity, referred to as “The Pur-chaser” (which expression shall, unless it be repuganantto the meaning or context thereof mean and include his heirs, executors, administrators and assigns)
Party of the Second Part

WHEREAS Mr. S.S. Sardar, having been accrued legal ownership and occupancy rights in its exclusive in nature over subject matter of deed, by virtue of legal separation and has accordingly shown recorded owner and occupant the property consisting of the Plot of land admeasuring **491.64 Sq. Mtr.** the land situated within the limits of **Nazul Sheet No. 6 Plot No. 11/3 Layout Plot No. 6, Buldana** (Which is more particularly described in schedule of main Land attached hereto marked Annexure Np.1) and develop the same by erecting a Multistoried residential Building (hereinafter referred to as “the proposed Building”)

AND WHEREAS the said vendor has been authorised to commenced and will complete the constrution of the proposed Building in terms of the commencement Certificate and as per the Building plan approved by Planning authority, Buldana cr as may be amended by the Vendore herein.

AND WHEREAS the Vendors have appointed the structural Engineers for the structural Designs and drawings of the proposed Building.

AND WHEREAS the Vendor has accepted the supervision of the said Architects and the structural Engineers till the completion of the proposed Building.

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AND WHEREAS the Vendor has commenced the work of the development of the main land alongwith the construction of the proposed Building as per the sanctioned drawings..

AND WHEREAS the purchaser(s) is fare desirous of buying a residential Apartment in the said proposed Building to be constructed by the Vendor on the Main land.

AND WHEREAS at the request of the purchaser(s) herein the vendors has supplied unto them such documents as have been prescribed by the Maharashtra Apartment (Ownersh) Act, 1963 (hereinafter referred to as "The MAO Act") the Maharashtra Apartment (Ownership) Rules, 1964 (Hereinafter referred to as "the MAO Rules") and the Maharashtra Ownership Flats (Regulation etc / Act, 1963 (Hereinafter referred to as the MOF Act") and such other document relevant to the Main land and the proposed Building, as have been prescribed by the MOF Rules.

AND WHEREAS the purchaser demanded from the Vendor and the vendor has given inspection to the purchaser(s) of all documents of title relating to the said land, the said order (if any), various Agreements and the plans power of Attorney, designs and specifications prepared by the vendor, Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963. (hereinafter referred to as" the said Act" and the rules made there under).

AND WHEREAS the vendor has got approved from the concemed local authority the plans, the specifications, elevations, section and details of the said Building;

AND WHEREAS while sanctioning the said plans, concerned local authority and br Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the vendor while developing the said land and the said Building and upon due observance and perfor-

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mance of which only the completion and occupation certificate in respect of the said Building shall be granted by the concerned local authority;

AND WHEREAS the vendor has and accordingly commenced construction of the said Building in accordance with the said plans;

AND WHEREAS the purchaser has applied for and offer to buy a residential Apartment bearing Apartment, **Flat No.** in the proposed Building (the said Apartment is more particularly described in the Schedule of Apartment attached hereto marked Annexure No. 2) on such terms and conditions as have been mutually agreed upon.

AND WHEREAS prior to making the application as aforesaid, the purchaser(s) herein has/have made a declaration, as required by the Maharashtra Co-Operative Societies Act 1960 and ULCRA, 1976, to the effect that neither the purchaser(s) himself herself / themselves nor any of the member of their family as defined in the ULCRA, 1976, own a tenement, house or Buildings within the limits of City of Buldana.

AND WHEREAS relying upon the aforesaid application and declaration filed by the purchasers, the vendor has agreed to sell a residential Apartment unto the purchaser(s) at such price and on such terms as have been prescribe herein.

AND WHEREAS prior to the execution of these presents, the purchaser as paid unto the vendors a sum of **Rs.** being part of the sale price of the Scheduled Apartment to be sold by the Vendor unto the purchaser (the receipt whereof th vendor doth hereby admit and acknowledge) and the purchaser has agree to pay unto the vendor the balance of the sale price in such manner as hs been stated below.

Payment Schedule :

a) Booking Amount.
b) Plinth
c) First slab
d) Second slab
e) Third slab
f) Fourth Slab

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g) Completion of brick works of wall & flat finishing
h) on possession

Total _____

AND WHEREAS under Section 4 of the MOF Act the vendor is required to execute a written agreement for sale in favour of the purchaser and also to regis-ter the same in terms of the provisions of the Registration Act.

AND WHEREAS the parties to these presents are desirous of record-ing the terms and conditions of sale, reduce the same to writing in these presents.

NOW, THEREFORE, THIS AGREEMENT FOR SALE WITNESSES AS UNDER :-

1. PROPERTY TO BE SOLD

The vendor shall sell and the purchaser(s) shall purchase the residential Apartment, **Flat No.** admeasuring **Sq.Mt.** of built-up area includ-ing balconies on the Floor along with of the said proposed Building consisting ofGround Floor Parking Plan & Third Floor Niz Typical First floor, Second Floor andThird Floor All Flat designing as specifications approved by the planning author-ity, Buldana and approved by the purchaser(s) while scrutinizing various papers submitted to them under Rule 4 of the MOF Rules (the said Apartment is more particularly described in the Schedule of Apartment attached hereto marked An-nexure No. 2 and more particularly shown by the RED outline on the Building and Elevation plan attached hereto marked Annexure No. 3)

The vendor shall be entitled to make such variation or modifications as the vendor may consider necessary or as may be prescribed by the Planning Au-thority from time to time. In no case the area and primarly location of the said Apartment will be adversely affected due to such variation or medication.

2. CONSIDERATION :

The Purchaser(s) shall pay unto the Vendor an amount of Rs.towards the consideration for the Flat agreed

3. to be sold and the amenities to be provided by the vendor.

DEPOSIT FOR COMMON EXPENSES:

In addition to and apart from the purchase consideration pre-scribed in

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clause No. 2 of these presents, the purchaser shall keep an amount of Rs. **10000/- (Rupees Ten Thousand only)** deposited with the vendor by way of deposit towards adjusting and incurring the purchaser's proportionate share in common expense in connection with the proposed building. The vendor shall maintain a separate A/C in it's books in respect of sums received from flat purchaser as advance or deposit and shall utilise the amounts only for the purpose for which they have been received and all charges, costs, expenses and legal fees etc. required n connection with the formation of the apartment of Limited Company or Association of Flat Holders / Co-op Housing Society will also be paid out of this deposit. The vendors hereby covenant that the balance, if any, out of the said deposit and the remaining unspent amount as on the date of the formation of the society, Company or Association, as the case may be shall be transferred by the vendor unto the said Company/Society/Association.

ESSENCE OF CONTRACT:

The time in respect of payment of the purchase consideration by the purchaser unto the vendor being the essence of contract, the purchaser hereby agree to pay all the amount payable by him as per clause No. 2 and such other relevant provisions in respect of the dues on other heads of account from the purchaser. It is hereby agreed that the vendor and the purchaser(s) shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any. which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting completion certificate. The purchaser shall not be enUed to claim possession and allotment and transfer until the completion certificate in respect of the said Flat tenement is awarded, where such completion certificate is necessary under any law.

6. PARAMOUNT CHARGE :

Should any amount remain unpaid or should the purchaser(s) commit(s) a default" in the timely payment of any of the amounts due from them, then notwithstanding anything contained in clause No. 5 of these presents and without prejudice to any of the rights conferred on the vendor by these presents, the vendor shall have first and paramount lien and charge on the Apartment, agreed to be sold by virtue of these presents. Without prejudice to the right of the vendor to take action for breach arising out of delay in payment of the installments on the due dates, the purchaser shall be bound and liable to pay interest **@ 12%** per annum compounded monthly on all the amounts which become due

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and payable by the purchaser(s) to the vendor, till the date of actual payment provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver or the right of the vendors under this Agreement nor shall it be construed as condonation of the delay by the vendor. On the Flat Purchaser(s) committing default in payment on the due dates of any of the installment payable under this Agreement or any other amount due and payable under this Agreement (including his/her/their proportionate share of taxed lived by the concerned local authority and any other outgoings) and on the Flat purchaser(s) committing breach or any of the terms and conditions of this Agreement, the vendor shall in it's sole discretion be entitled to terminate this Agreement. Provided always the power of termination under this Agreement shall not be exercised by the vendor unless the vendor has given to .the Flat purchaser 15 days prior notice in writing of it's intension to terminate this Agreement, and the purchaser(s) has/have failed and/or neglected to rectify the preach or breached with in the period of 15 days of prior notice. Provided further that upon termination of the Agreement, the vendor shall refund to the Flat purchaser(s) the installments or price which the Flat Purchaser might have till then paid to the Vendor; but without any Interest, the aforesaid amount shall be paid by the vendors to the Flats purchaser(s) immediately prior to the resale of the Flat and on such payment the vendor shall be entitled to resell the said flat and br to dispose off or otherwise alienate the same in any other manner as the vendor in it's sole discretion think fit.

7. DELIVERY OF POSSESSION :

A. The vendor herein shall give the possession of the Flat to the purchaser only at the, time of conveyance and not earlier, subject to other conditions. The conveyance shall be executed within **18 months** from the date of this Agreement simultaneously with the possession of the Flat, if the Vendor fails or neglects to execute conveyance and hand over the possession for the reason beyond his control by the aforesaid date or within the period mentioned under Section B of the Maharashtra Ownership Flat Act, 1963, then the vendor shall be entitled or liable on demand to refund to the Flat purchaser(s) the amount already received by the vendor in respect of the said Flat with simple interest **@9% per** annum from the date, the vendor received the said sum till the date the amount and interest are repaid. Till the entire amount and interest thereon is refunded by the vendors to the Flat Purchaser, these shall subject to the prior encumbrance, if any, by charge upon the said Flat. provided that the vendor shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if

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the completion of building in which the flat is to be situated, is delayed on account of:

i) Non-availability of steel, cement, other building material, water or electric supply;
ii) what, civil commotion or act of God;
iii) any notice, order, rule, notification of the Government and local I or public or competent authority.

B. The Flat purchaser shall do all things that are necessary for getting the conveyance executed and shall take possession simultaneously with the conveyance within a period of 30 days of the vendor giving a written notice to the Flat purchaser intimating that the Flat is ready for use and occupation. Provided that if within a period of one years from the date of handing over the Flat to the purchaser(s), the Flat purchaser brings to the notice of the vendor any defect in the Flat or the building in which the Flats are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the vendor at their own cost and in case it is not possible to rectify such defect or unautnorised changes, then the purchaser(s) shall be entitled to receive from the vendors reasonable compensation for such defect or change. Provided further that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of obtaining the completion Certificate or from the date on which the vendors has given the necessary intimation under this clause, whichever is earlier. Provided, however, it is agreed that the purchaser(s) shall not carry out any alterations of whatsoever nature in the said Flat or in the fittings therein, In particular, it is hereby agreed that the Flat purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection in the bathroom as this may result in seep-age of the water, If any of such

works are carried out without the written consent of the vendor, the defect liability automatically shall be-come void.

c. The purchaser alongwith other purchasers of Flats in the buildings shall join in forming and registering the society or Limited Company of an Association of Apartment Owners to be known as **"Anand Towers"** Apartments and for this purpose also from time to time sings and execute the application for registration and/or

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membership and other papers and documents necessary for the formation and the registration of the society or a Limited Company or an association of Apartment Owners and for becoming a member, including the bye-laws of the proposed society or a Limited Company or an Association of Apartment owners and duly fill in, sign and return to the vendors within 15 days of the same being forwarded by the vendors to the Flat Purchaser, so as to enable the vendor to register the Organisation of the Flat purchaser under section 10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats Regulation or the promotion of construction, Sale Management and transfer Rules, 1 364. No objection shall be taken by the Flat purchaser if any changes or modifications are made in the draft bye-lows or the Memoradum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Company, as the case may beor any other competent Authority.

D. Unless prevented by circumstances beyond the control of the vendor it is agreed that within four months of the Registration of the society or a limited compay or an Association of Apartment owners, the Building, together with the land below the Building, shall be transferred to the society or a Limited company or an Association of Apartment Owners.

E. It is hereby agreed that the vendor has the exclusive right of allotment of the or terraces or open spaces to one or more person/s of their choice, and such person/s may not be owners or holders of Flat tenement. The person/s to whom such terraces or open spaces are allotted shall be admitted as members of the society or a Limited Company or an Association of Apartment Owners. It Is further agreed that the areas mentioned in Schedule II shall be the common areas and facilities and the vendor shall be entitled to dclare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the vendor thinks fit. Terrace Facility use all owners jointly final terrace rights obtaing to vendor.

8 VENDORS COVENANT:

A. The vendor hereby covenants unto the purchaser/s that it shall construct the proposed Building, in general, in conformity with the Building plans sanctioned by the local authority and the Apartment to be sold unto the purchaser/s, in particular, in conformity with the sanction, plan. Should the Planning authority or such other competent authority enforce! direct/the vendors to make such variations, as the said authority may deem fit, or should the vendor decide to

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incorporate any changes for constructional properties the vendor shall be at liberty to adhere to such directions or their own discretion and the purchasers hereby give their irrevocable consent to the variations resulting out of such adherences on part of the vendor. Provided, however, that such variation shall not result in reduction of the built-up area of the Apartment to be sold to the purchaser(s) or the floor on which the said Apartment is to be located.

9. PURCHASER'S COVENANT:

The purchaser/s hereby solemnly in-conditionally and unequivocally covenant with the vendors that :-

A. That the purchaser(s) shall become a member of the company or Association of Apartment owners, as the case may be, formed by the vendor and to sing, verify in the prescribed manner and execute such applications, laws, bye-laws and such other documents as the vendors may deem fit. It is further provided that the purchaser(s) shall fill in and/or sign the foregoing documents on such date s may be prescribed by the vendor in that behalf.

B. The purchaser(s) shall keep the walls, partition walls, sewers, drain pipes and such other fixtures etc. in his/her/their Apartment in good and tenable conditions and in general make every effort to support, shelter and protect that part of the proposed Building which falls outside his/her/their Apartment.

c. To bear and pay the 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 se of the Flat by the Flat purchaser viz, use for any purposes other than for residential purpose.

D. The purchaser shall not let, sub-let, transfer, assign or part with purchaser's interest or benefit factor of this Agreement of Part with the possession of the Flat until all the dues payable by the purchase to the vendor under this Agreement are fully paid up and only if the purchaser(s) had not been guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the purchaser has intimated in writing to the vendor.

E. The purchaser/s shall permit the vendors, it's surveyors, Architects, Attorneys and/or workmen, at all reasonable time, to enter into his/her/their Apart-

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ment for laying cables, water covers, Gutters and such other works relating to the construction of the proposed Building and the repairs /testing of the fixture and amentias so laid / provided.

F. The purchaser(s) shall not use/or permit or cause to be used his/ her/ their Apartment or any part thereof in such manner as is likely to cause a nuisance to the other occupants in the said proposed Building.

G. The purchaser' r/s shall not decorate the elevation or exterior of his/her/ their Apartment in the manner otherwise than that designed by the Architects of the proposed Building and shall not alter of case to the altered any part thereof.

H. The purchaser/s shall not throw or cause to be thrown any dirt, rubbish, garbage, or other refusals from out of his/her/their Apartment and cause the surroundings compound or any part of the proposed Building appear in a shabby sate.

I. In the event of the vendor deciding to form and Association of Apartment Owners, to be named as Apartments Condominium as contemplated by the Maharashtra Apartment ownership Act, 1970, the purchaser(s) shall become a part of the said condominium and sign such documents as may be required under the said Act and shall make such declarations as may be required under rule 4 of the Maharashtra Apartments Ownership Rules 1972 declaring, interalia, that the Apartment purchased by him/her/them shall be subject to the provisions of Law.

J. The purchaser/s shall not ask for any change or alterations to the drawings and plans of the proposed Building, as prepared by the vendor's Architects and no change, alteration, addition, modification or' deletion, as the case may be, shap be accepted by the vendor either before or after the construction of the proposed Building in general and the purchaser's Apartment in particular.

K. On receipt of completion certificate for the Building or individual Apartment from the local authority a notice for taking over possession within seven days from the date receipt of such certificate shall be given to the purchaser/s and the purchaser/s shall promptly take pos-session of his/her/their Apartment within a period of 7 days from notice of completion and possession issued by the vendor. Provided, however, that under no circumstances and for no reason whatso-ever the purchaser/s shall be entitled to take possession of his/her/their Apartment unless all the dues on account of the purchaser/s have been totally paid over to the vendor and due recepts for the said payments have been obtained from them.

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L. The Purchaser/s shall abide himself/herself/themselves by such rules, regulations law and directions issued by the local authority, MSEB and such other Government / Sami Government authorities and shall observe and comply with the directions issued by the authorities concerned. The party to these presents hereby record that the purchase's shall singularly responsible for payment of fine/penalty or any other consequences as a result of non-compliance of such directions and the vendor shall in no way responsible for the same.

10. COMMON EXPENSES:

on receipt of the completion certificate of the Building from the local authority, the vendor shall send a notice to the purchaser/s for taking over the possession of the Flat as stated in Clause No. 9(k) above. However, the purchaser/s shall from the date of completion certificate granted by the Buldana, council/or planning authority in respect of the said Flat of the said Building, regularly pay every month the amount of proportionate share of Flat-wise taxes, outgoings and expenses in pite of the fact whether the purchaser/s has/have taken the actual possession of the said Flat or not. So long as each Flat in the said Building shall not be separately assessed for Municipal charges/Taxes and water rates the purchaser(s) shall pay a proportionate share of the water tax and Municipal taxes etc. assessed on the whole building, such proportion of taxes etc., to be determined by the vendor on the basis of area of each Flat. The purchaser's hereby agrees/agree that they shall be solely and exclusively responsible for all the common expenses in relation to the proposed Building. The Purchaser/s shall pay and keep regularly paid their proportionate share in the foregoing amounts levied in relation to the proposed Building should any of these taxes charges, etc be recovered directly from the vendor, the purchaser(s) shall forthwith reimburse the vendors his/her/their proportionate share in the amount so paid by the vendor,

11. INSSUANCE OF RECEIPTS ETC:

The letters and receipts dispatched under certificate of posting and any notice issued by Registered Mail and sent on the address of the purchaser/s, as herein written shall be a valid and sufficient proof of the receipt of the said letters, receipts and notices, as the case may be, by the purchaser/s herein.

12. TERMINATION:

If the purchaser/s neglects, omits or fails, for any reason whatsoever:

a. to pay any of the amount du and payable by the purchaser/s interms of the provisions of these presents or;

b. to take the timely possession of his/tier/their Apartment or;

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C. to sign, fill in and verify any document in relation to the formation of the company association as the case may be or;

d. to perform or observe any of the covenants, terms, conditions or stipulations herein contained.
The vendor shall be entitled to :-

i. Unilaterally terminate the instant agreement and / or
ii. Unilaterally enter or re-enter upon and resume the possession of purchaser's (s)Apartment and or

iii. Dispose of by way of sale or otherwise the Apartment agreed to be sold unh the purchaser/provided that the vendor herein shall not terminate the instant agreement before giving a notice, in writing, to the purchasers, specifying therein the default, committed them and giving the FIFTEEN days time, form the date of the service of the said notice.. to remedy the said default. Provided, further that on the termination of the instant agreement, all the rights, title and interests of the purchaser/s herein shall cease to be effective and the purchaser/s shall be liable for immediate ejectment as a tress-passer and any of the rights conferred by any other clauses of these presents stand terminated with immediate effect. Provided, further that the termination of the instant agreement in terms of the foregoing provisions shall not, in anyway deprive the vendor of the other rights/remedies conferred by various provisions of these presents.

13. FINAL COVEYANCE:

A. Subject to the timely compliance of the various provisions of these presents by the purchaser(s) subject also to the disposal of the other Apartments in the proposed Building and subject to the receipt of the entire consideration from the other purchase/s in the proposed Building, the vendor shall absolutely transfer the Apartment individually in favour of the purchaser(s) herein or in favour of the company or the Association of the Apartment owners, as the case may be, (asfloated by the vendor) who shall have an exclusive or unfettered discretion in deciding as to any of the foregoing media for such a conveyance/transfer

B. The parties to these presents hereby record that the purchaser/s herein and other purchasers in the proposed Building shall be under and subject to the overall power of the vendor in any of the matters concerning the construction and completion Building and the possession to be given to the purchaser/s herein etc. upto the date of execution of the final conveyance.

14. CHARGES FOR ELECTRICITY CONNECTION:

The vendor will arrange one common electricity connection to all flat own-

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ers the said Flat booked by the purchaser/s, provided that all charges and deposits as required by the MSEB at the material time are paid by the purchaser/s pramptely and when demanded by the vendor. Generally, the amount for this purpose will the required at the stage of internal plastering of the Building. it's meens purcher shud be paid all electric meter charges to MSEDC for seperate DP, However, the vendors will not be responsible, if the electricity connection is delayed! not provided by MSEB in time.

15. STAMP DUTY ETC:

A. The vendor has informed the purchaser/s that it is necessary to register the instant agreement the purchaser/s has / have exclusively and singularly taken the entire responsibility of the registration of these presents within the time limit under the Registration Act and the vendor shall not, in any manner, whatsoever, be responsible for the same. The vendor hereby agrees to attend the Registrar's office on the rte fixed for the presentation of these presents for the purposes of registration of these presents and shall admit the execution hereof. It is further provided that this Agreement shall always be subject of the MAO Act 19/1 and the rules made there under.

B. The purchaser(s) alone shall be exclusively and singularly responsible to bear the stamp dusty, registration and endorsement charges, At the time of possession, the purchaser/s shall pay to the vendor his/her/their (the purchaser's) share of stamp duty and the registration charges payable if any by the said society or limited company or Association of Apartment Owners on the conveyance or lease or any document or instrument of transfer in respect of the said land end the Building to be executed In favour of the Society or a Limited Company or an Association of Apartment Owners,

C. The purchaser shall inform the vendor as to the date and time of registration of these presents and the vendor shall attend the Office of theappointed Sub-Registrar for admitting the execution and registration of these presents. The intimation in this behalf shall be in writing and served at the principal place of the vendors, as noted in these presents.

16. MISCELLANEOUS:

A. In the event of delay in payment committed by the purchaser in the payment of consideration or such other payments, as may be due from the purchaser, the vendor may, at it's discretion and on written application made by the purchaser's in that behalf, grant such additional time on the conditions as to payment of interest 12% per annum for the said payment, as the vendor may deem fit. Provided, however, that such grant of additional time shall not form a

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precedence or ground or shall not be termed as total waiver of the rights of the vendor in the event of subsequent or other delay of failure to comply with such other provisions of these presents and such additional time shall not in any manner, prejudice the !el or other remedies available to the vendors in terms of provisions of these presents.

B. The Agreement shall always be subject to the provisions of the Maharashtra Apartment ownership Act and the rules made there-under! said act and rules made there under.

17. THE WORD "POSSESSION"

Where-ever the word "Possession s mentioned herein above, it means that possession at the time of final conveyance. IN TESTIMONY WHEREOF THE parties to these presents have set and subscribed their respective signatures on the date hereinabefore mentioned.

Wender : S. M. Deshpande, Motala, Residence Buldana.

In the Presence of

Vendor

1) _____

(Sumitkumar Sahebrao Sardar)

Purchaser

2) _____

1) ---

2) ---

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ANNEXURE NO. I
(SCHEDULE OF PROPERTY)

All that and piece and parcel of land admeasuring **491.64 Sq mt., Nazul Sheet No. 6 Plot No. 11/3 Layout Plot No. 6, Buldana** . and also within the local limits of the Municipal Council of Buldna of which are bounded as under:

Boundries of Plot No. 6

On or towards East : House of Shri Narkhede
On or towards West : House of Shri Narayan Dandage
On or towards South : Service Lane
On or towards North : Road

In the Presence of

1) _____

2) _____

Vendor

(Sumitkumar Sahebrao Sardar)

Purchaser

1) ---

2) ---

ANNEXURE No.II

Flat bearing Apartment Named **"ANAND TOWERS"** admeasuring **Sq.mt. (Sq.ft.)** of super built-up area including balconies on the **Flat No. ( )** on.

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and Bounded as under

On or towards East : House of Shri Barsu Narkhede
On or towards West : House of shri Narayan Dandage
On or towards South : Service Lane
On or towards North : Wide Passage Flat No. 7 and 9

Vendor

(Sumitkumar Sahebrao Sardar)

Purchaser

1) ----------

2) ----------

In the Presence of

1) _____

2) _____