

AGREEMENT TO SALE

(SHIVNERI FORT APARTMENT)

(FLAT NO. 302 / 3RD FLOOR)

Valued at Rs. 12,40,000/-

(Rs. Twelve Lakh Fourty Thousands Only)

Govt. Value as per ready recknor, at Mouza-Sawangi (Meghe), Tahsil & District-Wardha for Construction, the Government Valuation for Apartment for the year 2017 is @ 17,330/- value comes to 8,99,000/-

Stamp Duty Paid at 62,000/-

Registraition Fee Paid at 12,400/-

This Agreement to Sale is made on this _____ day of APRIL 2017

BETWEEN

1. SHRI RAVINDRA S/O. SAHABLAL YADAV,

(PAN – AHPPY 3185 Q),

Aged – 28 years, Occupation – Business,

R/o. Nayi Ganj, Jounpur – 222 002 (UP).

2. SHRI NANDLAL S/O. PATIRAM YADAV,

(PAN – ACTPY 6387 P),

Aged – 38 years, Occupation – Business,

R/o. Nayi Bajar, Jounpur – 222 002 (UP).

3. SHRI ABHISHEK S/O. VITTHALPANT URADE,

(PAN – (PAN – AAZPU 8610 R)),

Aged – 30 years, Occupation – Business,

R/o. Hind Nagar, Wardha – 442 001.

Through their Power of Attorney Holder,

M/S. V.M.B. HOMES,

(PAN – AAOFV 0376 L)

A Partnership Firm,

Acting through its Partner,

MR. CHANDRASEN S/O. GAYAPRASAD YADAV,

Aged - 33 years, Occupation-Business,

R/o. Happy Tower Apartment, Satone Layout,

Sawangi (Meghe), Wardha – 442 001.

Hereinafter **jointly** called the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said **VENDOR** as well as, their legal heirs, legal representatives, power of Attorney Holder, executors, administrators, successors and assigns of the **FIRST PART**;

(1)

AND

1. MR. AMIT RAMESH BODKHE (PAN –APXPB 5244 H)

Aged - 35 years, Occupation - service,

2. MRS. PRATIKSHA AMIT BODKHE

Aged - 27 years, Occupation - service,

Both R/o. Rashtra bhasha Road, Hind Nagar, Wardha - 442001

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

AND

M/S. V.M.B. HOMES,

(PAN – AAOFV 0376 L)

A Partnership Firm,

Acting through its Partners,

MR. CHANDRASEN S/O. GAYAPRASAD YADAV,

Aged - 33 years, Occupation-Business,

R/o. Happy Tower Apartment, Satone Layout,

Sawangi (Meghe), Wardha – 442 001.

Hereinafter referred to as "**DEVELOPER / BUILDER / CONSENTER**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said Developer / Builder / Consenter, its legal representatives, administrators, successors and assigns of the **THIRD PART**.

WHEREAS, all that undivided **8.80%** share & interest in piece and parcel of Non Agriculture Land at **Plot No. 18**, total area admeasuring **280.00 Sq. Mtrs. (3013.92 Sq. Ft.)**, being a portion of entire land at **Kh. No. 149/2, Mouza-Sawangi (Meghe)**, Mouza No. 138, P. H. No. 19, R.S.D & R.D, Wardha, within the limits of Grampanchayat Sawangi (Meghe), bearing **Ward No. 2**, Tahsil & District Wardha together with all that **proposed R.C.C. Construction** Comprising of **1BHK Apartment No. 302** on the **3rd Floor** having a **total built up area of 28.79 Sq. Mtrs.(309.78 Sqft.) and super built up area 33.85 Sq. Mtrs. (364.23 Sqft.). Registered Parking area Approx 18 Sqmt.(193.68 Sqft.).**

Hence the Gross Sale Area is **51.85 Sqmt. (557.90 Sqft.)** and the building is named & styled as "**SHIVNERI FORT APARTMENT**" the Apartment is (more particularly described in the schedule hereunder) is absolutely owned and possessed by the Vendors.

WHEREAS, from the records available the land at Kh. No. 149/2 of Mouza Sawangi (Meghe), Tahsil & District Wardha was owned by Shri Ramdas Sadashivrao Sathone and he decided to develop the said land by converting it into Non Agriculture and thereby submitted an application on 05/02/1994 before the Sub Divisional Officer Wardha.

AND WHEREAS, the Kh. No. 149/2 of Mouza Sawangi (Meghe), Tahsil & District Wardha is converted into Non Agriculture by the Sub Divisional Officer Wardha in the Rev. Case No. NAP-34/54/1993-94, dt.06/07/1996 and the Layout plan is duly approved by the Town Planner Wardha on 22/09/1995.

AND WHEREAS, the land owner Shri Ramdas Sadashivrao Sathone then transferred Plot No. 18, total area admeasuring 280.00 Sq. Mtrs. at Kh. No. 149/2 of Mouza – Sawangi (Meghe) in favour of Sau. Gomatibai Preamsingh Thakur by way of a registered Sale Deed No. 2046, dt.17/11/2000 in the office of the Sub Registrar Wardha. Subsequently Sau. Gomatibai Preamsingh Thakur transferred the said plot of land to one Shri Vasant Sudnam Bisne by way of a registered Sale Deed No. WRD-06006-2012, dt.09/07/2012 in the office of the Sub Registrar Wardha. So also Shri Vasant Sudnam Bisne transferred the said plot of land to Shri Mohammad Javed Abdul Nabi jointly with Hakim Abdul Salam S/o. Hakim Nayab Ali by way of a registered Sale Deed No. WRD-2009-2013, dt.07/03/2013 in the office of the Sub Registrar Wardha. However the name of Hakim Abdul Salam S/o. Hakim Nayab Ali is corrected as Hafiz Abdul Salam S/o. Hafiz Nayab Ali by way of a registered Correction Deed No. WRD-2016-2013, dt.07/03/2013 in the office of the Sub Registrar Wardha.

AND WHEREAS, Hafiz Abdul Salam S/o. Hafiz Nayab Ali transferred his share in the said Plot No. 18, total area admeasuring 280.00 Sq. Mtrs. at Kh. No. 149/2 of Mouza – Sawangi (Meghe) in favour of Shri Mohammad Javed Abdul Nabi by way of a registered Sale Deed No. WRD-6263-2013, dt.29/07/2013 in the office of the Sub Registrar Wardha and thereafter Mohammad Javed Abdul Nabi transferred the said plot by way of a registered Sale Deed No. WRD-1365-2014, dt.07/03/2014 in favour of the above named Vendors and the document is duly registered in the Office of the Sub Registrar Wardha. However the area of the plot 240 sqmt. (2584 sqft.) on page no. 7 of sale deed is corrected as 280 sqmt. (3012.8 sqft.) by way of a registered Correction Deed No. WRD-460-2017, dt.17/02/2017 in the office of the Sub Registrar Wardha and is duly mutated in their names vide Ferfar No. 15875 on the 7/12 records.

WHEREAS, the Vendors named hereinabove have jointly decided to develop the said plot of land at Plot No. 18, total area admeasuring 280.00 Sq. Mtrs. at Kh. No. 149/2 of Mouza – Sawangi (Meghe) by constructing multistoried building for residential purpose and therefore submitted the plan accordingly to the Grampanchayat Sawangi (Meghe) and the plan is duly approved by the Town Planner Wardha and the Grampanchayat Sawangi (Meghe) vide their Resolution No. 09 dt.22/01/2016 and Permit No. 07, dt.25/01/2016 for the building to be constructed on the said plot.

AND WHEREAS, the above named joint Vendors Shri Ravindra Sahablal Yadav, Shri Nandlal Patiram Yadav & Shri Abhishek Vitthalpant Urade decided to develop the said plot of land and therefore they was in search of a Developer and Builder being the Partnership Firm, having infrastructure of the development and therefore Vendor entered into an **Registered Agreement for Development & Sale bearing No. WRD-510-2017, dt. 21/02/17** with **M/S. V.M.B. HOMES, Acting through its Partners, 1. MR. CHANDRASEN S/O. GAYAPRASAD YADAV & 2. MR. RAMESH S/O. SADASHIVRAO SATONE** and therefore Shri Ravindra Sahablal Yadav, Shri Nandlal Patiram Yadav & Shri Abhishek Vitthalpant Urade and has given them all the development and construction rights and also to prepare the building plan for the construction to be carried out over the said plot of land and construct various residential apartments so also the authority is given to accept the sale consideration from the individual Purchaser in their name and the Developer having accepted the advance sale consideration from the above named Purchaser and have agreed to sale the scheduled property to the Purchaser and therefore Developer / Builder are executing this Agreement to Sale in favour of the above named Purchaser.

WHEREAS, the above named joint Vendors Shri Ravindra Sahablal Yadav, Shri Nandlal Patiram Yadav & Shri Abhishek Vitthalpant Urade executed a registered General Power of Attorney in favour of **M/S. V.M.B. HOMES, Acting through its Partners, MR. CHANDRASEN S/O. GAYAPRASAD YADAV** and the document is registered at No. **WRD-512-2017, dt. 21/02/17** and thereby **M/S. V.M.B. HOMES, Acting through its Partners, MR. CHANDRASEN S/O. GAYAPRASAD YADAV** has absolute powers to execute and register this Agreement to Sale in favour of the above named Purchaser.

WHEREAS, the Purchaser being desirous to purchase an apartment in the proposed apartment scheme known & styled as “**SHIVNERI FORT APARTMENT**” have approached to the Vendor and has inspected the building sanctioned plan, plot site, read & understood the specifications of the apartment. That the purchaser has also got satisfied **himself** / herself / themselves with respect to the right and authority & title of the Vendor before entering into this Agreement to Sale and also seen and verified the title document of the Vendor and being satisfied with respect to the clear, transferable, marketable and valid title of the Vendor to the said property, hence entering & executing this Agreement to Sale with the Vendor **AND**

WHEREAS, the purchaser has after detail negotiations with the Vendor / Developer / Builder, has chosen & agreed to purchase an **1BHK Apartment No. 302 on 3RD FLOOR**, in the building known and styled as “**SHIVNERI FORT APARTMENT**” together with **8.80%** Undivided share & interest in the piece & parcel of the said **Plot No. 18**, total area admeasuring **280.00 Sq. Mtrs. (3013.92 Sq. Ft.)**, being a portion of entire land at **Kh. No. 149/2, Mouza-Sawangi (Meghe)**, Mouza No. 138, P. H. No. 19, R.S.D & R.D, Wardha, within the limits of Grampanchayat Sawangi (Meghe), bearing **Ward No. 2**, Tahsil & District Wardha,

TOGETHERWITH ALL THAT R.C.C Super Structure of Apartment No. 302 on 3RD Floor, having a total built up area of 28.79 Sq. Mtrs.(309.78 Sqft.) and super built up area 33.85 Sq. Mtrs. (364.23 Sqft.). Registered Parking area Approx 18 Sqmt.(193.68 Sqft.). Hence the Gross Sale Area is **51.85 Sqmt. (557.90 Sqft.)** for a total consideration of Rs. 12,40,000/-/- (Rs. Twelve Lakh Fourty Thousands Only) and both the parties have agreed and accepted the offer and property and hence are entering into this agreement to sale with the each other on following terms & conditions.

NOW THEREFORE THIS AGREEMENT TO SALE WITTNESSETH AS UNDER

As the Vendor being Developer and the Purchaser come to an Agreement of Purchasing the Apartment No. 302 on 3RD FLOOR, in the building as “SHIVNERI FORT APARTMENT” together with 8.80% Undivided share & interest in the piece & parcel of the said Plot No. 18, total area admeasuring 280.00 Sq. Mtrs. (3013.92 Sq. Ft.), being a portion of entire land at Kh. No. 149/2, Mouza-Sawangi (Meghe), Mouza No. 138, P. H. No. 19, R.S.D & R.D, Wardha, within the limits of Grampanchayat Sawangi (Meghe), bearing Ward No. 2, Tahsil & District Wardha, TOGETHERWITH R.C.C Super Structure all that in the said piece of land comprising of Apartment No. 302 on 3RD Floor, having a total built up area of 28.79 Sq. Mtrs.(309.78 Sqft.) and super built up area 33.85 Sq. Mtrs. (364.23 Sqft.). Registered Parking area Approx 18 Sqmt.(193.68 Sqft.).

Hence the Gross Sale Area is **51.85 Sqmt. (557.90 Sqft.)** for a total consideration of Rs.12,40,000/-/- (Rs. Twelve Lakh Fourty Thousands Only) to be payable by the purchaser to the Vendor / Developer / Builder and the said payment is agreed to be payable as under: -

Manner of Payment: -

The Schedule of Payment of the Apartment is as given hereunder :-

<u>STAGE</u>	<u>WORK DETAIL</u>	<u>DUE PAYMENTS</u>
1.	Booking Amount of Flat	05%
2.	Completion of Pleanth	15%
3.	Completion Specific slab	10%
4.	Completion of RCC Structure	25%
5.	Completion of Brick work	15%
6.	Completion of Plastering	10%
7.	Completion of Flooring	15%
8.	At the time of Sale deed	05%

Payments made up to this Agreement to Sale :-

1. 11,000/- (Rs. Eleven Thousands Only) paid by the Purchaser to the Vendor / Developer / Builder by Cheque No. 050513 dt. 28/11/16 drawn on Axis bank.
2. 40,000/- (Rs. Fourty Thousands Only) paid by the Purchaser to the Vendor / Developer / Builder by Cheque No. 002670 dt. 18/12/16 drawn on Axis bank
3. 51,000/- (Rs. Fifty One Thousands Only) paid by the Purchaser to the Vendor / Developer / Builder by Cheque No. 574150 dt. 26/04/17 drawn on SBI.

1,02,000/- (Rs. One Lakh Two Thousands Only)

- 3 **THAT**, the Vendor shall hand over the possession of the said property to the Purchaser at the time of the registration of the Sale Deed and on receipt of the entire sale consideration after **11 Month's** period from the date of this Agreement for Sale. The Vendor assures the Purchaser that the property is free from any encumbrances, lien, and mortgage and with a clear and marketable title. The Vendor also assures the Purchaser that all the Grampanchayat, Nagar Parishad Taxes, up to the date of Sale Deed will be paid by Vendor. However, from the Sale Deed the Purchaser shall make all such payments and shall always keep the Vendor indemnified from the liability of making these payments. The Vendor also agreed with the Purchaser that they shall execute a registered Deed of Sale in favor of the Purchaser or his nominee on receipt of the entire Sale Consideration as agreed hereinabove.
- 4 **THAT**, it is specifically agreed by the Purchasers that the time stage stipulated above in case of payment of each installment is the ESSENCE OF CONTRACT. Therefore this agreement shall automatically stand terminated and cancelled immediately in case of default or nonpayment of any of the installment within 7 days of the receipt of intimation from Vendor / Developer / Builder to the Purchaser however, without prejudice to its right to terminate this agreement the Vendor / Developer / Builder may in its absolute discretion grant a grace period of one month only to the Purchaser provided the Purchaser request for the same in writing and agrees to pay in interest at the **rate of one rupee per day per thousand** of the defaulted amount for the defaulted period to the Vendor / Developer / Builder.
- 5 **THAT**, it is specifically agreed between the parties hereto that if the purchaser commits any default in any installment or payment due as per manner of payment or an expiry of grace period if any granted or in the event of breach of any condition of this Agreement by the purchaser then this Agreement shall automatically stand cancelled and the amount paid by the purchaser so far will be refunded by the Vendor / Developer / Builder within one month after deducting **10%** of the Sale Consideration towards incidental and other miscellaneous expenses.
- 6 **THAT**, the undivided share and interest in the said plot of land hereby agreed to be sold is free any encumbrance of all kinds whatsoever.
- 7 **THAT**, the Purchaser has satisfied herself / himself / themselves with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the same with all investigations & verifications. She/ he have also satisfied herself /himself about the right and authority of Vendor / Developer / Builder to enter into this agreement with the purchaser.
- 8 **THAT**, the said property is believed and shall be taken to be correctly described in the schedule hereunder written and be sold subject to outgoing agreement, restrictions and rights of the other co – owners of the remaining undivided share in the said plot of land and the owner of other space/premises to the proposed building affecting the same, the same shall not annul this contract nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same, such misstatement, error or omission will always be subject to the correction by the parties hereto.

- 9 THAT,** the Vendor / Developer / Builder shall erect and built the proposed multi – storied building consisting of various self – contained separate apartment therein, strictly in accordance with the building for residential purpose and therefore submitted the plan accordingly to the Grampanchayat Sawangi (Meghe) and the plan is duly approved by the Town Planner Wardha and the Grampanchayat Sawangi (Meghe) vide their Resolution No. 09 dt.22/01/2016 and Permit No. 07, dt.25/01/2016 and the specifications mentioned in **Schedule – B** appended hereto. That it is specifically agreed and understood by the Purchaser that the Vendor / Developer / Builder has agreed to sale & further transfer such built up area which is sanctioned in the building plan and mentioned in Schedule of property. Therefore, the Vendor / Developer / Builder will not be responsible or liable, in case Purchaser desires & demands to get any additional area or consume additional F.S.I. apart from sanctioned plan, then the same will not form the part of this contract and such additional area /F.S.I. consumed shall deemed to have carried/done solely at the risk & consequences of Purchaser and subject to the payment of such additional work by the Party no. 2 to Party no. 1. The Purchaser shall not make any changes in the sanctioned building plan nor shall insist for any additional amenities / facilities / fixtures and fittings. In case of any deviation in any such additional amenities / facilities / fixtures and fittings shall be at the separate expense and cost to be borne by the Purchaser.
- 10 THAT,** the Purchaser has finally chosen to acquire and posses the **Apartment No. 302** on the **3RD Floor** of the proposed building more particularly described in the Schedule hereunder written.
- 11 THAT,** the PURCHASER has approved the specifications appended hereto and is specifically agreed that the construction work will be done strictly according to the specifications written hereunder and no extra demands will be accepted by the Vendor / Developer / Builder within the cost agreed hereto. The Vendor / Developer / Builder agrees to complete the construction of the said Apartment within **18 months** from the date of commencement of work or booking of apartment and deliver the same in vacant condition to the Purchaser, provided however, the Purchaser pays the entire agreed cost of apartment to the Vendor / Developer / Builder in the manner mentioned in the schedule of Payment.
- 12 THAT,** the work of construction shall not be stayed or delayed by the Vendor / Developer / Builder beyond the stipulated time except for the circumstance beyond the control of the Vendor / Developer / Builder, including such as natural calamities or non availability of building materials, labour and machineries in LOCAL OPEN MARKET, in such situation the period of completion of construction shall automatically deemed to have been extended according to the Vendor / Developer / Builder requirements.
- 13 THAT,** the PURCHASER shall not be entitled to claim and Vendor / Developer / Builder shall not deliver the possession of the apartment chosen by her/him/them unless the entire Sale Consideration has been paid in full and final settlement of his/her/their account. The Vendor / Developer / Builder will execute a proper sale deed of the apartment chosen only after receiving the entire agreed cost with all dues & deposits from the Purchaser and physical & vacant possession of the apartment will be delivered to the Purchaser only after receipt of entire cost of apartment with all other dues/deposits or at the time of execution of Sale deed whichever is earlier.

- 14 THAT,** the Vendor / Developer / Builder shall also be exclusively in charge of the entire construction of the proposed building in all respect without any let or hindrance or interference by the PURCHASER or any other Person on his / her / their behalf and under no circumstances, the Purchaser shall enter into any building contract of her/his apartment with any other Contractor, Engineer, Architect or any other Advisory/Supervisory Agencies and such Contract, if made by her/him shall be void and not at all binding upon the Vendor / Developer / Builder.
- 15 THAT,** the Purchaser further specifically agrees with Vendor / Developer / Builder that until all empty Floor Space Index (F.S. I.) or Floor area Ratio or Density or Total Permissible Area Allowed For Construction (together on all floor) in relation to the total area of plot is not consumed, the Vendor / Developer / Builder will be entitled to erect any additional or other superstructure on the said land or on the top (terrace) of the proposed building of “**SHIVNERI FORT APARTMENT**” in accordance with the sanctioned plan without any interruption or hindrance from or by Purchasers.
- 16 THAT,** the PURCHASER hereby specifically agrees with the Vendor / Developer / Builder that even after her/his taking over possession of the Apartment (with due written permission of the Vendor / Developer / Builder) chosen by her/him, she/he will not object, prevent or obstruct the Vendor / Developer / Builder in any way in carrying on and completing the work of other apartments and keeping the material on site. The PURCHASER is fully aware of such situation and will not therefore mind the inconvenience disturbance or annoyance on this account.
- 17 THAT,** the PURCHASER shall not erect any structure/ superstructure temporary or permanent on any part of the available or open space of the said plot or in the balconies or terrace provided to his/her apartment or on the top of the purposed building.
- 18 THAT,** the common areas and facilities shall always be common and undivided and no partition or division of any part thereof will be carried out by the PURCHASER severally or jointly with other apartment owners in the said building.
- 19 THAT,** although the Purchaser will be the joint owner of the said Plot of land having Undivided **8.80%** share and interest therein. It will be accessible to the other joint owners thereof, the Purchaser shall be in exclusive use and occupation of the land described as **Apartment No. 302 on the 3RD Floor** and will be restricted area for other Co owners of this Apartment Building.
- 20 THAT,** the open spaces (Excluding the Restricted areas mentioned in Deed of Declaration) available in the said plot of land shall always be of common use for all the Apartment owners in the said Building.
- 21 THAT,** the PURCHASER shall use the common areas and facilities provided in the said premised only in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other apartment owner.

- 22 THAT,** any delay tolerated or negligence shown by the Vendor / Developer / Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor / Developer / Builder shall not be construed as a waiver on the part of the Vendor / Developer / Builder of any breach or non – compliance of any of the terms and conditions of this Agreement by the apartment Purchaser, nor shall the same in any manners, prejudice the rights of the Vendor / Developer / Builder.
- 23 THAT,** the PURCHASER further agrees to pay apart from the total agreed sale price to the Vendor / Developer / Builder, the sale tax, work contract tax, VAT, Service Tax or any other tax as applicable and if any levied by Govt. of Maharashtra or Union Govt. of India on the cost of construction of the said apartment/shop or on the cost of material used including the wages paid proportionately and shall keep the Vendor and Vendor / Developer / Builder indemnified against the same.
- 24 THAT,** the PURCHASER further agrees to pay within 7 days to the Vendor / Developer / Builder separately the deposit and charges for installation/connection of electric and water meter & power generation to private generator for power backup and the Purchaser also agrees to pay within 7 days of intimation to the Vendor / Developer / Builder proportionate charges towards the cost of electricity connection/meter and misc. Expenses for electric supply to the said apartment/ scheme, and the purchaser will be liable for the consequences if any delay is made in making the payment of the same and Vendor / Developer / Builder will not be responsible for the delay in handing over possession of the said apartment on account of non – payment/ delay by the purchaser. So also the Water connection charges for the supply of drinking water to the entire building shall also be payable by the Purchaser separately & on demand from the Builder / Developer.
- 25 THAT,** the Purchaser shall individually pay all Grampanchayat, Municipal Council taxes, cesses common electricity bills, water bills, non – agricultural taxes and maintenance charges as may be levied on his/her Apartment with effect from the date of registration of sale deed or from the date of taking over actual possession.
- 26 THAT,** the obtaining a proper sale deed relating to the undivided share & interest in the said land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other apartment owner thereof. However the apartment chosen by him/ her in the said building shall be owned and possessed by him/her exclusively with heritable & transferable rights therein.
- 27 THAT,** all letters, receipts and notices issued by the Vendors/ Vendor / Developer / Builder under Certificate of Positing of the address of the purchaser as mentioned here in above and receipt of the same to the purchaser and shall discharge the Vendor / Developer / Builder from any obligation under this Agreement. That if a Deed of Declaration is executed and registered, then the purchaser named hereinabove agreed to abide by the conditions of Deed of Declaration.

- 28 THAT**, the Purchaser has read, Understood and got satisfied with the common areas & facilities of the building or plot of “**SHIVNERI FORT APARTMENT**” and it is specifically agreed by the purchaser that no further demands, complaints or extra work in this respect will be raised later on and the Vendor / Developer / Builder will not be liable to provide any such extra or high quality work/ specifications either to the building or on ground of plot as mentioned in the specification attached here below.
- 29 THAT**, the terms & conditions as required by the statute, shall also be incorporated in the Deed of registration of Sale & it shall be prevailing upon this Agreement to Sale.
- 30 THAT**, the Purchaser has to pay the Registration Fee, Stamp Duty, Documentation Charges, Any Other Government Taxes, M.S.E.B. Meter Connection, Water Supply Connection Charges separately and as and when demanded by the Owner / Developer / Builder.
- 31 THAT**, this agreement is subject to the Jurisdiction of the Competent Civil Court, at Wardha.
- 32 THAT**, all expenses on account of preparation of Sale Deed including the cost of Stamp Duty and Registration fees payable thereon shall be borne by the Purchaser.

SCHEDULE - A
(DESCRIPTION OF PLOT)

ALL the parcel of Non Agriculture Land at **Plot No. 18**, total area admeasuring **280.00 Sq. Mtrs. (3013.92 Sq. Ft.)**, being a portion of entire land at **Kh. No. 149/2, Mouza-Sawangi (Meghe)**, Mouza No. 138, P. H. No. 19, R.S.D & R.D, Wardha, within the limits of Grampanchayat Sawangi (Meghe), bearing **Ward No. 2**, Tahsil & District Wardha and the **Plot** is bounded as under:-

On The East	-	Plot No. 11
On The West	-	Layout Road
On The North	-	Plot No. 19
On The South	-	Plot No. 17

SCHEDULE – A/1
(DESCRIPTION OF FLAT)

The Residential 1BHK FLAT No. 302 on 3rd Floor of the Residential Building and Project known and style as “**SHIVNERI FORT**”.

That undivided **8.80%** share & interest in piece and parcel of Non Agriculture Land at **Plot No. 18**, total area admeasuring **280.00 Sq. Mtrs. (3013.92 Sq. Ft.)**, being a portion of entire land at **Kh. No. 149/2, Mouza-Sawangi (Meghe)**.

1BHK Apartment No. 302 on the **3RD Floor** having a having **1 Living hall, 1 bedroom , 1 lat-bath, 1 kitchen, 1 balcony**,
total built up area of 28.79 Sq. Mtrs.(309.78 Sqft.) and super built up area 33.85 Sq. Mtrs. (364.23 Sqft.). Registered Parking area Approx 18 Sqmt.(193.68 Sqft.).

Hence the Gross Sale Area is **51.85 Sqmt. (557.90 Sqft.)** and the FLAT is bounded as under:-

On The East	-	Plot no. 11
On The West	-	Flat no. 301
On The North	-	Plot No. 19
On The South	-	Plot no. 19

SCHEDULE - B
(SPECIFICATIONS)

The Specifications of the Apartment given as hereunder.

- 1 Good quality RCC framed Structure
- 2 External Walls 230* mm thick and internal Walls 115 mm thick
All internal walls to be Plastered with 10 mm fanti Plaster and external walls with 16mm sand face plaster
- 3 Concealed Electrification with sufficient electrical points as per ideal requirement in each room with Modular Switches.
- 4 Provision of drinking water purifier in kitchen
- 5 Provision for AC in bedroom
- 6 Complete vitrified flooring in all room
- 7 Balconies have to be floored with anti squid tiles and MS railings
- 8 Main door frame shall be of teakwood with quality Panel door
- 9 Bedroom, balcony and bathroom will have cement door frame
- 10 Flush door panel shall fixed in bedroom and balcony
- 11 Granite cooking platform with stainless steel sink and dado at ideal height
- 12 Powder coated Aluminum window with MS grills
- 13 Designer wall tiles in toilets with good quality fittings
- 14 PVC finish door to be provided in toilets
- 15 Kota stone on Staircase steps stainless steel railing
- 16 All internal walls should be painted by good quality emulsion
- 17 Provision of water supply from overhead tank & underground sump
- 18 Plumbing in SWR, UPVC and CPVC pipes

SCHEDULE – B/1
(ASSURED FEATURES)

- 1 Automatic central opening door Elevator
- 2 CCTV camera shall be installed in Parking area of the Apartment
- 3 Intercom connectivity will given to Flat
- 4 Ceiling fan provide in all rooms
- 5 Modular kitchen with sazza
- 6 RO System water purifier provide in kitchen
- 7 LED TV provide in the living room
- 8 Split AC provide in master bedroom
- 9 LED lights to fixed in all Flat as per needed
- 10 POP work in each room of the Flat
- 11 All internal walls should be finished with good quality wall putty

The specifications given here above has only be considerable and not instead of this from any kind of documents or advertisement.

(11)

IN WITNESS WHEREOF the VENDOR / DEVELOPER / BUILDER and the PURCHASER here in above named have here to set their respective hands and signed this

AGREEMENT TO SALE at **WARDHA** in presence of the attesting witnesses signing as such on the day first above written.

VENDOR

1. SHRI RAVINDRA S/O. SAHABLAL YADAV,
2. SHRI NANDLAL S/O. PATIRAM YADAV,
3. SHRI ABHISHEK S/O. VITTHALPANT URADE,
Through their Power of Attorney Holder,
M/s. V.M.B. HOMES,
Acting through its Partner,
MR. CHANDRASEN S/O. GAYAPRASAD YADAV

PURCHASER

1. MR. AMIT RAMESH BODKHE

2. MRS. PRATIKSHA AMIT BODKHE

DEVELOPER / BUILDER / CONSENTER

M/s. V.M.B. HOMES,
Acting through its Partner,
MR. CHANDRASEN S/O. GAYAPRASAD YADAV

WITNESSES: -

1. _____

2. _____

ALLOTMENT LETTER

TO

MR. AMIT RAMESH BODKHE

MRS. PRATIKSHA AMIT BODKHE

Both R/o. Rashtra bhasha Road, Hind Nagar, Wardha - 442001

SUB:- Allotment of **Flat No. 302** in **“SHIVNERI FORT”** Apartment

Dear Sir,

We have a great pleasure in informing you that we have allotted you **33.85 Sqmt. Super built up area of Flat no. 302 on 3RD** floor by the virtue of **booking dated 28/11/16 vide booking receipt no. 654** in our ongoing Residential Apartment Named & Style as **“SHIVNERI FORT”** at our proposed **plot no. 18, Kh. No. 149/2 at Mouza no. 138, Gram Panchayat Sawangi Meghe Dist.- Wardha** on the land bearing. The construction work of the project Named & Style as **“SHIVNERI FORT”** has been **started on 16/08/2016** and completed up to **plinth level on 07/11/2016** by the virtue of the project sanctioned by the **TOWN PLANNER , Wardha** with **Permission no. 1679 on dated 19/12/2015** as well as the **Tharav no. 07 and Permission no. 09 on dated 25/01/2016** by the Gram Panchayat Sawangi Meghe Dist.- Wardha.

We thank you for the trust and faith you have put on us.

Thanking you

yours faithfully

For VMB HOMES BUILDERS